1. Public Notice 9-14-26

   Documents:

   PUBLIC NOTICE FOR 9-14-26 AND 9-28-26.PDF

2. Contracts 9-14-26

   Documents:

   A-58-26.PDF
   A-65-26.PDF
   B-13-26 NCWEB.PDF
   B-15-26 NCWEB.PDF
   E-96-26 NCWEB.PDF
   E-97-26 NCWEB.PDF
   E-98-26 NCWEB.PDF
   E-99-26 NCWEB.PDF
   E-100-26 NCWEB.PDF
   E-101-26 NCWEB.PDF
   E-102-26 NCWEB.PDF
   E-103-26 NCWEB.PDF
   E-104-26 NCWEB.PDF
   E-105-26 NCWEB.PDF
   E-106-26 NCWEB.PDF
   E-107-26 NCWEB.PDF

3. Contracts 2 9-14-26

   Documents:

   A-52-26.PDF
   A-54-26.PDF
   B-17-26 NCWEB.PDF
   B-18-26 NCWEB.PDF
   E-110-26 NCWEB.PDF
   E-111-26 NCWEB.PDF
   E-113-26 NCWEB.PDF
   E-114-26 NCWEB.PDF
   E-115-26 NCWEB.PDF
   E-108-26 NCWEB.PDF
   E-109-26 NCWEB.PDF
   E-116-26 NCWEB.PDF
   E-117-26 NCWEB.PDF
   E-118-26 NCWEB.PDF
   E-119-26 NCWEB.PDF
   E-120-26 NCWEB.PDF
   E-121-26 NCWEB.PDF

PUBLIC NOTICE

PLEASE TAKE NOTICE THAT THE NASSAU COUNTY LEGISLATURE WILL HOLD MEETINGS OF THE **COMMITTEES OF THE LEGISLATURE** ON MONDAY, SEPTEMBER 14TH , 2026 STARTING AT 1:00 PM AND WILL HOLD A **FULL SESSION OF THE LEGISLATURE** ON MONDAY, SEPTEMBER 28TH, 2026 AT 1:00 PM, FOR PRESENTATIONS, PUBLIC COMMENT AND FOR THE LEGISLATIVE CALENDAR AT THE CONCLUSION OF PRESENTATIONS AND PUBLIC COMMENTS AS PROVIDED FOR IN THE RULES OF THE LEGISLATURE IN THE **PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER, 1st FLOOR, THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING, 1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501**.

COMMITTEE MEETING	TIME
RULES	1:00PM
PUBLIC SAFETY	1:00PM
PLANNING, DEVELOPMENT & THE ENVIRONMENT	1:00PM
TOWNS, VILLAGES AND CITIES	1:00PM
ECONOMIC AND COMMUNITY DEVELOPMENT, LABOR AND TRANSPORTATION	1:00PM
PUBLIC WORKS AND PARKS	1:00PM
HEALTH AND SOCIAL SERVICES	1:00PM
GOVERNMENT SERVICES AND OPERATIONS	1:00PM
MINORITY AFFAIRS	1:00PM
VETERANS & SENIOR AFFAIRS	1:00PM
FINANCE	1:00PM

FULL LEGISLATIVE SESSION	1:00PM

Dated: August 31st , 2026
Mineola, NY

MICHAEL C. PULITZER
Clerk of the Legislature

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

Nassau County Shared Services,
Office of Purchasing

Staff Summary A-58-2026

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 AUG 25 A 11:18

Subject: Testing of Underground Petroleum Storage Tanks (S/B # 90785-02266-015)	Date: June 17, 2026
Department: Shared Services, Office of Purchasing	Vendor Name: AARCO Environmental Services Corp.
Department Head Name: Melissa Gallucci	Contract Number: A-58-2026
Department Head Signature: Melissa Gallucci	Contract Manager Name: Timothy Funaro Buyer

Internal Approvals			
Date & Initial	**Approval**	**Date & Initial**	**Approval**
8/21/2026	Chief Procurement Officer	8/24/26	Budget
8/21/2026	County Attorney	8/24/26	County Executive

Rev. 03/2024 8/21/26 SM Insurance

Significant Adverse Information Identified? Yes ○ / No ◉ (If Yes, attach memo.)

Purpose: To authorize and award a blanket purchase order for testing of underground petroleum storage tanks for the Nassau County Department of Public Works.

Discussion: This solicitation was advertised in the New York Post, New York State Contract Reporter and posted on Nassau County Bid Solicitation Board. Minority Affairs and CSEA were notified of this solicitation.

Vendors Viewed the solicitation: 20*	**Vendors bid on this solicitation: 6**
3 Woman Owned business	0 Woman Owned Business
1 Minority (African/American)	0 Minority (African/American)
8 Small Business	1 Small Business
0 Service Disabled (Veteran) Owned	0 Service Disabled (Veteran) Owned
0 Veteran Owned Business	0 Veteran Owned Business
11 None of the Above	5 None of the Above

The Identified lowest responsible bidder AARCO Environmental Services Corp. is not listed in any of the above categories. *** Some vendors listed themselves in multiple categories.**

Impact on Funding/Term: The Maximum amount authorized under this blanket purchase order including any renewal options that may be exercised by the Commissioner of Shared Services shall be Two Million dollars ($2,000,000.00)from general funds PWGEN1070 DETNK, and PWCAPCAP 00006. The term of this blanket purchase order shall be for a period of one (1) year from the effective date, with the Commissioner of Shared Services option to renew up to an additional four (4) one (1) year periods and additional two (2) month period, for a total term of five (5) years and two(2) months.

Recommendation: Department of Shared Services, Office of Purchasing recommends an award be given to AARCO Environmental Serves Corp. as the lowest responsible bidder meeting specifications.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-58-2026**

FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: June 17, 2026

SUBJECT: RESOLUTION – NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE AMOUNT OF TWO MILLION DOLLARS ($ 2,000,000.00) ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS TO AARCO ENVIRONMENTAL SERVICES CORP. FOR TESTING OF UNDERGROUND PETROLEUM STORAGE TANKS.

THE ABOVE DESCRIBED RESOLUTION AND SUPPORTING DOCUMENTATION ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW, APPROVAL, AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

Melissa Gallucci

MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

MS: br
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM

RULES RESOLUTION

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND AARCO ENVIRONMENTAL SERVICES CORP.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 90783-02266-015 for testing of underground petroleum storage tanks for Nassau County Department of Public Works as more particularly described in the bid document; and

WHEREAS the Commissioner of Shared Services is representing to the Rules Committee that AARCO Environmental Services Corp. meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Blanket Purchase Order with AARCO Environmental Services Corp.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

Electronically signed and certified at the date and time indicated by:
Suzanne Spadalik [SUZANNES@AARCOCORP.COM]

Dated: 05/07/2026 03:29:53 pm

Vendor: AARCO Environmental Services corp

Title: Controller

Business History Form

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

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

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

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

Date: 05/07/2026

1) Proposer's Legal Name: AARCO Environmental Services corp

2) Address of Place of Business: 50 GEar Ave

City: Lindenhurst State/Province/ Territory: NY Zip/Postal Code: 11757

Country: US

3) Mailing Address (if different):

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

Country:

Phone:

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

4) Dun and Bradstreet number: 111834656

5) Federal I.D. Number: 810551121

6) The proposer is a: Corporation (Describe)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."
(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

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

No conflict exists

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

No conflict exists

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

should a conflict arise we would notify county and adhere to their guild lines

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

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

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

i) Date of formation;

05/13/2002

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

Richard Spadalik 3 Yellow Brick Ct Northport NY 11768
Roger Terlaga 18 S Equestrian Ct Hauppauge NY 11788

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

Same as above
Richard Spadalik President and Treasurer
Roger Terlaga VP and Secretary
COO - Steve Plofker - 55 Appel Dr Shirley NY 11967
CFO - Suzanne Spadalik - 3 Yellow Brick Ct Northport NY 11768

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

84

vi) Annual revenue of firm;

30000000

vii) Summary of relevant accomplishments

Multiple contracts regarding tank removals in Nassau/Suffolk county and the five boroughs

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

B. Indicate number of years in business.

24

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

1 File(s) uploaded: AARCO Service Offerings.pdf

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

Company	Town of Islip		
Contact Person	Thomas Kahl		
Address	401 Main St		
City	Islip	State/Province/Territory	NY
Country	US		
Telephone	(631) 595-3500		

Fax #			
E-Mail Address	tkahl@islipny.gov		
Company	Town of Brookhaven		
Contact Person	karen Volkman		
Address	550 North Ocean Ave		
City	Patchogue	State/Province/Territory	NY
Country	US		
Telephone	(631) 451-6551		
Fax #			
E-Mail Address	Kvolkman@brookhavenny.gov		
Company	Walden Associates		
Contact Person	Darren Ikin		
Address	16 Spring St		
City	Oyster Bay	State/Province/Territory	NY
Country	US		
Telephone	(631) 829-6787		
Fax #	(631) 586-5910		
E-Mail Address	dikin@walden-associates.com		

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

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

CERTIFICATION

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

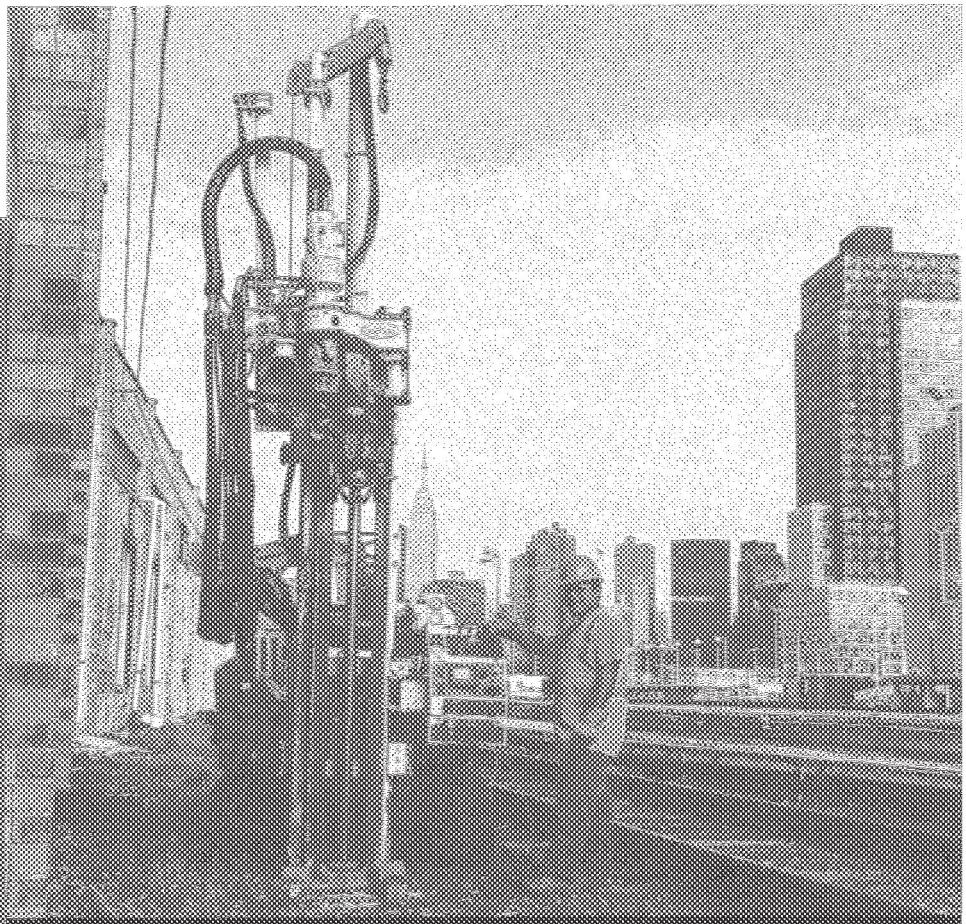
Name of submitting business: AARCO Environmental Services Corp

Electronically signed and certified at the date and time indicated by:
Jackie Manzo JACKIEM@AARCOCORP.COM

Admin
Title

06/12/2026
Date

AARCO
Environmental
Services Corp.



SERVICE OFFERINGS

- Direct Push Geoprobes
- Air/Mud Rotary Rock Coring
- Sonic Drilling
- Hollow Stem Auger
- Truck & Track Mounted Rigs w/ Auto Hammers
- Limited Access Capabilities
- Well Abandonments
- Chemical Injections
- Licensed Well Drilling

VALUE ADDED SERVICES

- Utility Locating Service
- Ground Penetrating Radar
- Soft Dig Capabilities
- Test Pit Excavation
- Video Pipe Inspection
- Waste Characterization & Profiling Support
- IDW Transportation & Waste Disposal

INDUSTRIES SERVED

- PROPERTY MANAGERS
- CONSULTANTS & ENGINEERS
- DEVELOPERS
- UTILITIES
- MUNICIPAL GOVERNMENTS
- CONSTRUCTION
- MEDICAL FACILITIES
- SCHOOLS
- MANUFACTURERS
- TRANSPORTATION

DRILLING SERVICES

AARCO Environmental Services Corp. supports both Environmental and Geotechnical drilling investigations throughout the NY tri-state region. With a diverse, modern, and well maintained fleet of equipment, our team of drilling experts take a personal approach to successfully completing each project safely, on time, and under budget. With service centers located in Lindenhurst, NY and Woodbridge, NJ we are strategically located to meet your needs in both New York & New Jersey. Give us a call today, we're here to help!

ABOUT AARCO ENVIRONMENTAL:

AARCO Environmental was founded in 2002 as an environmental contracting company based on Long Island. We have built a strong reputation on providing safe, quality service to our public and private sector clientele.

LICENSED & INSURED

NY: 631.586.5900
NJ: 732.750.0289

WWW.AARCOENVIRONMENTAL.COM

AARCO
Environmental
Services Corp.



SERVICE OFFERINGS

- Tank Tightness Testing
- Cathodic Protection Testing, Installation, and Service
- EZY Locator Plus
- Overfill EZY Chek II
- Functionality Testing
- AST Tank Inspections
- Non-Destructive Testing
- Precision Line Testing
- Leak Detector Testing
- Stage II Vapor Recovery Testing
- Ultrasonic Thickness Testing
- Helium Pinpoint Leak Detection

VALUE ADDED SERVICES

- Emergency Spill Response
- Utility Locating Service
- Ground Penetrating Radar
- Tank Removal & Closure
- Investigative Drilling
- Chemical Injections
- Video Pipe Inspection
- Vacuum Truck Services
- Waste Management

INDUSTRIES SERVED

- PROPERTY MANAGERS
- CONSULTANTS & ENGINEERS
- UTILITIES
- MUNICIPAL GOVERNMENTS
- FUELING STATIONS
- CONSTRUCTION
- MEDICAL FACILITIES
- SCHOOLS
- MANUFACTURERS
- TRANSPORTATION

PUMP & TANK SERVICES

AARCO Environmental Services Corp. provides turn key pump & tank services throughout the New York tri-state region. Our team of licensed and certified pump and tank experts are prepared to test your tanks, associated lines, and perform all necessary repairs to bring your system into regulatory compliance. With service centers located in Lindenhurst, NY and Woodbridge, NJ we are strategically located to meet your needs in NY, NJ, and CT. Give us a call today, we're here to help!

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AARCO Environmental Services Corp.

SERVICE OFFERINGS

- Emergency Spill Response
- Confined Space Entry
- Industrial Cleaning
- Tank Removal & Closure
- Decontamination
- Excavation
- Vactor & Guzzler Service
- Line Jetting
- Roll-Off Transportation
- Liquid Vacuum Trucks
- Remedial System Installation
- Waste Management

VALUE ADDED SERVICES

- Utility Locating Service
- Ground Penetrating Radar
- Investigative Drilling
- Chemical Injections
- Video Pipe Inspection
- Tank Testing
- Waste Characterization & Profiling Support

INDUSTRIES SERVED

- PROPERTY MANAGERS
- CONSULTANTS & ENGINEERS
- DEVELOPERS
- UTILITIES
- MUNICIPAL GOVERNMENTS
- CONSTRUCTION
- MEDICAL FACILITIES
- SCHOOLS
- MANUFACTURERS
- TRANSPORTATION





REMEDIATION SERVICES

AARCO Environmental Services Corp. provides a variety of turn key remedial services throughout the New York tri-state region. Our team of innovative remedial experts, along with our diverse fleet of modern equipment, take a personal approach to successfully completing each project safely, on time, and under budget. With service centers located in Lindenhurst, NY and Woodbridge, NJ we are strategically located to meet your needs in NY, NJ, PA, and CT. Give us a call today, we're here to help!

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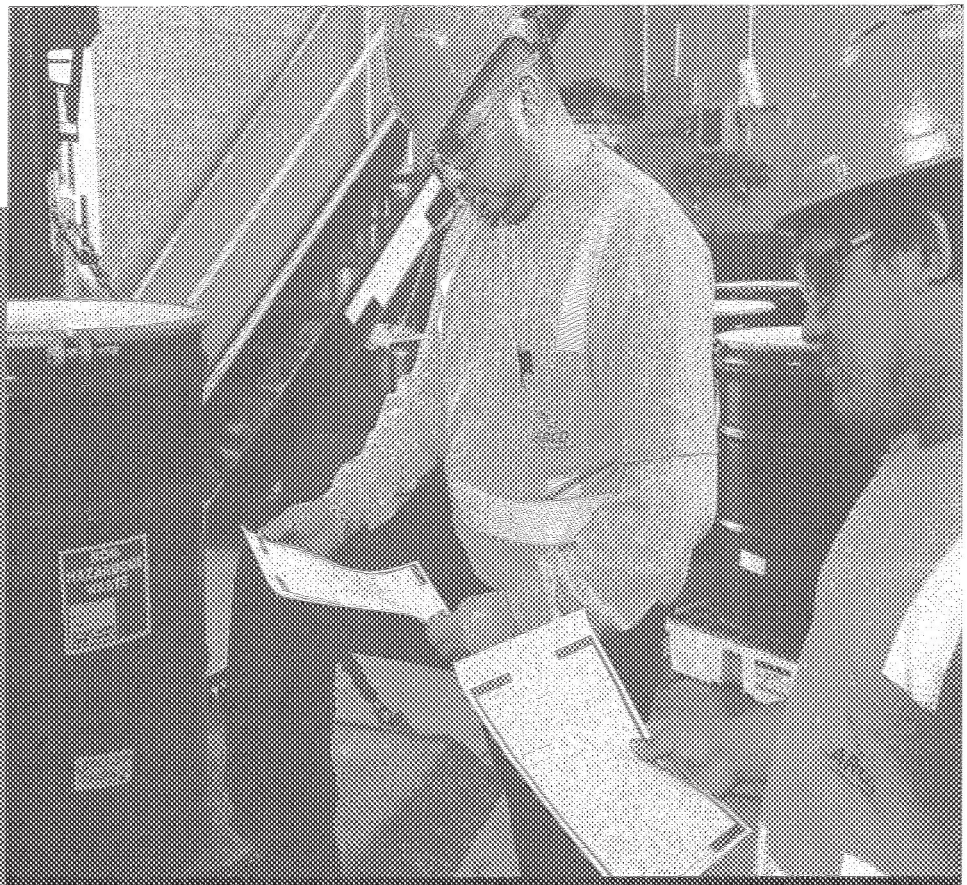
LICENSED & INSURED

NY: 631.586.5900
NJ: 732.750.0289

WWW.AARCOENVIRONMENTAL.COM

AARCO Environmental Services Corp.



WASTE MANAGEMENT SERVICES

AARCO Environmental Services Corp. provides waste transportation, disposal, and compliance support to a variety of waste generating clients throughout the NY tri-state region. With a variety of treatment options and disposal facilities available, our waste management experts create a program tailored to your organizations waste goals following all EPA, state, and local regulations. Our service centers are located in Lindenhurst, NY and Woodbridge, NJ which are strategically located to safely & efficiently manage all of your organizations waste streams. Give us a call today, we're here to help!

SERVICES AVAILABLE

TRANSPORTATION

Our fleet of waste hauling vehicles include van trailers, tankers, vacuum trucks, box trucks, and roll-offs all of which are permitted to securely transport hazardous, universal, & non-hazardous wastes throughout the northeast and mid-atlantic regions.

DISPOSAL

Dale Transfer Corp., our subsidiary, manages a wide variety of non-hazardous wastes. In addition, we offer a variety of hazardous waste treatment options and facilities to meet the disposal requirements of your organization.

COMPLIANCE SUPPORT

With over 100 years of collective waste management experience we offer a consultative approach to your waste management program. We can assist with RCRA compliance support including waste characterization, storage area setup & maintenance, and regulatory reporting.

INDUSTRIES SERVED

- **PROPERTY MANAGERS**
- **CONSULTANTS & ENGINEERS**
- **UTILITIES**
- **MUNICIPLE GOVERNMENTS**
- **SCHOOLS**
- **MEDICAL FACILITIES**
- **MANUFACTURERS**
- **CONSTRUCTION**
- **PHARMACEUTICALS**

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LICENSED & INSURED

NY: 631.586.5900
NJ: 732.750.0289

WWW.AARCOENVIRONMENTAL.COM

DALE TRANSFER CORP.

Long Island's Premier Industrial Waste Facility



WASTE STREAMS ACCEPTED

- Investigative Drilling Waste
- Off-Spec Products
- Petroleum Impacted Liquids
- Contaminated Sludges & Soils
- Pharmaceutical Production Waste
- Catch Basin Debris
- Septic & Grease Waste
- Spill Cleanup Debris & PPE
- Out of Date Non-RCRA Chemicals
- Oil Water Separator Waste

DISPOSAL TECHNOLOGIES

- Recycling
- Landfill
- Waste To Energy
- Beneficial Reuse
- Incineration

ADDED VALUE SERVICES

- Waste Profile Support
- Pre-printed Manifests
- Sampling & Waste Characterization
- Bulk & Drum Transportation
- Extended & Emergency Hours

INDUSTRIES SERVED

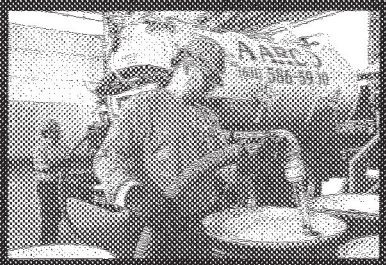
- ENVIRONMENTAL FIRMS
- MANUFACTURERS
- PHARMACEUTICALS
- ENGINEERS & CONSTRUCTION
- UTILITIES
- TRANSPORTATION
- MUNICIPAL GOVERNMENTS

DALE TRANSFER CORPORATION

Dale Transfer Corporation is permitted to receive a wide variety of non-hazardous wastes from our clients located throughout the region. Dale is regulated by the NYSDEC and is permitted, on a daily basis, to receive 77,000 gallons of non hazardous industrial liquid in addition to 300 cubic yards of impacted solids. Our facility is strategically located in West Babylon, NY allowing for the safe and efficient handling of waste materials generated within the NY tri-state region. Give us a call today, we're here to help!

ABOUT DALE TRANSFER CORP.:

Dale Transfer Corp. was founded in 2014 as an Non-Hazardous waste transfer facility located in West Babylon, New York. Our facility has built a strong reputation within the industry by providing compliant and responsive disposal services to our waste management clientele.





NYSDEC FACILITY ID: 1-4720-03277 **PHONE: 516.368.3324** **WWW.DALETRANSFER.COM**

Xray
Utility Locating Service



SERVICE OFFERINGS

- Line & Utility Locating
- Ground Penetrating Radar (GPR)
- Video Pipe Inspections
- Vacuum Excavation (Soft Dig)
- Buried Manhole Cover & Valve Investigations
- Tank Locating
- Digital Mapping

VALUE ADDED SERVICES

- Emergency On-Call Service
- Line Jetting
- Chemical Injections
- Env. & Geotechnical Drilling
- Confined Space Entry
- Tank & Line Testing
- Test Pit Excavation
- Waste Transportation & Disposal

INDUSTRIES SERVED

- ENVIRONMENTAL FIRMS
- CONSULTANTS & ENGINEERS
- DEVELOPERS
- PROPERTY MANAGERS
- CONSTRUCTION
- UTILITIES
- MUNICIPAL GOVERNMENTS
- RESIDENTIAL
- SCHOOLS
- MANUFACTURERS

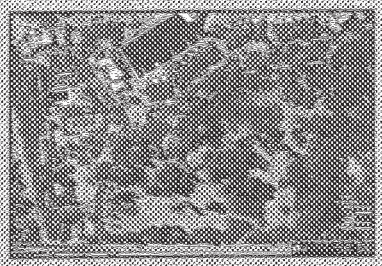
Xray Locating Service, Inc.

Many organizations do not realize the importance of a proper mark-out prior at the start of a project. Xray Locating Service's mission is to prevent unnecessary personal injuries along with costly utility and property damage at your project site. Our team of industry experts provide responsive, thorough, and accurate sub-surface utility surveys often extending surveys completed by a public call out. Our office is located in Lindenhurst, NY strategically located to cover both the Northeast and MidAtlantic regions. Give us a call today, we're here to help!

ABOUT XRAY LOCATING SERVICE:

Xray Locating Service, Inc. was founded in 1998 as a private underground utility locating company offering a wide range of project support services. We have built a strong reputation within the industry by providing safe, quality service to our public and private sector clientele.





LICENSED & INSURED

PHONE: 631.979.2890

WWW.X-RAYLOCATING.COM

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Richard Spadalik
   Date of birth: 03/07/1968
   Home address: 3 Yellow Brick Ct
   City: Fort Salonga State/Province/ Territory: NY Zip/Postal Code: 11768
   Country: US

   Business Address: 50 gear avenue
   City: LINDENHURST State/Province/ Territory: NY Zip/Postal Code: 11757
   Country US
   Telephone: 6315865900

   Other present address(es):
   City: Northport State/Province/ Territory: NY Zip/Postal Code: 11768
   Country: US
   Telephone: 6315865900

   List of other addresses and telephone numbers attached

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

President	05/02/2002	Treasurer	05/02/2002
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   55% owner

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

Aarco Environmental Services

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Richard Spadalik RICK@AARCOCORP.COM

President

Title

06/11/2026 03:10:30 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Roger Terlaga
   Date of birth: 07/04/1968
   Home address: 18 SO Equestrain Court
   City: HAUPPAUGE State/Province/ Territory: NY Zip/Postal Code: 11788
   Country: US

   Business Address: 50 Gear avenue
   City: Lindenhurst State/Province/ Territory: NY Zip/Postal Code: 11757
   Country US
   Telephone: 6315865900

   Other present address(es):
   City: Lindenhurst State/Province/ Territory: NY Zip/Postal Code: 11757
   Country: US
   Telephone: 6315865900

   List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	05/02/2002
Chief Financial Officer		Partner	
Vice President	05/02/2002		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   45% owner

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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AARCO Environmental Services Corp.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Roger Terlaga ROGERT@AARCOCORP.COM

Vice President

Title

05/08/2026 03:07:01 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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1. Principal Name: Steven Plofker
   Date of birth: 08/21/1960
   Home address: 55 Appel Drive
   City: Shirley State/Province/Territory: NY Zip/Postal Code: 11967
   Country: US

   Business Address: 50 GEAR AVENUE
   City: LINDENHURST State/Province/Territory: NY Zip/Postal Code: 11757
   Country US
   Telephone: 6315865900

   Other present address(es):
   City: LINDENHURST State/Province/Territory: Zip/Postal Code:
   Country: US
   Telephone: 6315865900

   List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	08/20/2019	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

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

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

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

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

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

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

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

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

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
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YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

Aarco Environmental Services

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Steven Plofker SPLOFKER@AARCOENVIRONMENTAL.COM

Chief Operating Officer

Title

05/07/2026 03:09:58 pm

Date

COUNTY OF NASSAU

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

1. Name of the Entity: AARCO Environmental Services

Address: 50 Gear Ave

City: Lindenhurst State/Province/Territory: NY Zip/Postal Code: 11757

Country: US

2. Entity's Vendor Identification Number: 1000032657

3. Type of Business: Ltd. Liability Co (specify) _____

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

First Name: Steven
Last Name: Plofker
MI: _____ Suffix: _____
Address: 50 Gear Avenue
City: Lindenhurst State/Province/Territory: NY Zip/Postal Code: 11704
Country: US
Position: Chief Operating Officer

First Name: Richard
Last Name: Spadalik
MI: _____ Suffix: _____
Address: 50 Gear Ave
City: Lindenhurst State/Province/Territory: NY Zip/Postal Code: 11757
Country: US
Position: President

First Name: Roger
Last Name: Terlaga
MI: _____ Suffix: _____

Address	50 Gear Ave				
City	Lindenhurst	State/Province/ Territory:	NY	Zip/Postal Code:	11757
Country	US				
Position	VP				

First Name	Suzanne				
Last Name	Spadalik				
MI		Suffix			
Address	50 Gear Ave				
City	Lindenhurst	State/Province/ Territory:	NY	Zip/Postal Code:	11757
Country	US				
Position	Controller				

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

First Name	Roger				
Last Name	Terlaga				
MI		Suffix			
Address	50 Gear Ave				
City	Lindenhurst	State/Province/ Territory:	NY	Zip/Postal Code:	11757
Country	US				
Position	VP				

First Name	Richard				
Last Name	Spadalik				
MI		Suffix			
Address	50 Gear Ave				
City	Lindenhurst	State/Province/ Territory:	NY	Zip/Postal Code:	11757
Country	US				
Position	President				

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

None

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

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Jackie Manzo [JACKIEM@AARCOCORP.COM]

Dated: 06/12/2026 11:47:39 am

Title: Admin

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

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK **COUNTY OF NASSAU**	BID NUMBER 90783-02266-015 Dated: Ad. 01/29/2026
	BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM	BID OPENING DATE February 26, 2026 11:00 A.M. E.D.S.T.
	BUYER Timothy Funaro TELEPHONE 516-571-7720	REQUISITION NUMBER OFFICE OF PURCHASING

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

MAR 17 2026

OPENED 11AM

BID TITLE: **Testing of Underground Petroleum Storage Tanks**

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF 0 PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO: Various Nassau County Locations	GUARANTEED DELIVERY DATE _____ DAYS AFTER RECEIPT OF ORDER
	EMPLOYERS FEDERAL TAX ID NUMBER

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER	AARCO Environmental Services Corp				
ADDRESS	50 Gear Ave				
CITY	Lindenhurst	STATE NY	ZIP CODE 11757	TELEPHONE	631-586-5900
SIGNATURE OF AUTHORIZED INDIVIDUAL		PRINT OR TYPE NAME OF SIGNER AND TITLE	Steven Plofker		

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.

7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for ail permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director. Office of Purchasing

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: AARCO Environmental Services Corp

Address: 50 Gear Ave Lindenhurst NY 11757

Telephone No: 631-586-5900 Fax No: 631-586-5910

1. State Whether: A Corporation X

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

N/A

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ COO
BIDDER **TITLE**

QUALIFICATION STATEMENT

BIDDER'S NAME: AARCO Environmental Services Corp

ADDRESS: 50 Gear Ave Lindenhurst NY 11757

1. STATE WHETHER: CORPORATION X INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
   PRESIDENT Rick Spadalik - 50 Gear Ave Lindenhurst NY 11757
   VICE PRESIDENT Roger Terlaga - 50 Gear Ave Lindenhurst NY 11757
   SECRETARY Roger Terlaga - 50 Gear Ave Lindenhurst NY 11757
   TREASURER Rick Spadalik - 50 Gear Ave Lindenhurst NY 11757

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? yes
   IF SO WHEN? 2025

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 25 Years

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? No
   IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? All environmental and drilling services

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Rick Spadalik	President	20+	Environmental	office, field, ownership
Roger Terlaga	Vice President	20+	Environmental	office, field, ownership

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
   We have performed this contract in the past

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** COO **TITLE**

Carmine Costantini - Senior Project manager

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: Town of Islip

ADDRESS: 401 Main St Islip NY 11751

TELEPHONE: (631) 595-3500 ext. 1688 CONTACT PERSON Thomas Kahl

CONTRACT DATE: March 2017 - Present

e-mail Tkahl@islipny.gov

2. REFERENCE'S NAME: Town of Brookhaven

ADDRESS: 550 North Ocean Ave
Patchogue NY 11772

TELEPHONE: 631-451-6551 CONTACT PERSON Karen Volkman

CONTRACT DATE: March 2017 - Present

e-mail Kvolkman@brookhavenny.gov

3. REFERENCE'S NAME: Eastern Suffolk Boces

ADDRESS: 201 Sunrise Highway Patchogue NY 11772

TELEPHONE: (631) 472-8775 CONTACT PERSON James O'Hagan

CONTRACT DATE: March 2017 - Present

e-mail johagan@esboces.org

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ COO

BIDDER **TITLE**

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ COO

BIDDER **TITLE**

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

Pursuant to General Municipal Law Section 103-g, which generally prohibits the County from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Bidder submits the following certification:

PLEASE CHECK ONE:

[X] By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

OR

[ ] I am unable to certify that the Bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: 2/24/26

(Signature of Bidder)

Print Name: Steven Plofker

Print Title: COO

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ COO

BIDDER **TITLE**

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

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

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

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ COO

BIDDER **TITLE**

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate , or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition,

replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

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

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

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

1) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
2) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
3) All Participating Employees have completed the acknowledgement required by the Vendor Code of Ethics;
4) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent under this Agreement;
5) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgements as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgements for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
6) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work under this Agreement.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ COO

BIDDER **TITLE**

INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

M/WBE, SDVOB and DBE Participation: The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their bid. For more information regarding the County's SDVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY**. **THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M**. LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ COO
BIDDER **TITLE**

REQUIRED VENDOR DISCLOSURE FORMS

Prior to the bid opening, the following disclosure forms (the "Disclosure Forms") must be submitted in the Nassau County Vendor Portal at

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627:

a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.

b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.

c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form

d. Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

PLEASE NOTE:

- If a bidder has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the bidder must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the bid opening date. The bidder must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ COO
BIDDER TITLE

REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract
document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the **Office of Purchasing** in writing prior to the bid opening. The failure of the bidder to notify the **Office of Purchasing**, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the **Office of Purchasing** receives a notification from a bidder of a differing site condition or an inconsistency, ambiguity, omission or error in the Contract documents, the **Office of Purchasing** will, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the **Office of Purchasing** , and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

Please note that all bidder requests for information or clarification must be received by the Authority at least 72 hours prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.

Ordinance # 153-2018

Pursuant to Ordinance # 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

Value of Contract	Administrative Fee
$0-$10,000	$0
Over $10,000-$50,000	$160
Over $50,000-$100,000	$266
Over $100,000	$533

After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to waive the fee.

Ordinance # 72-2014

The bidder declares that they are a registered vendor with the County. All registered vendors must pay a Two Hundred Seventy-Five Dollar ($275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under Ordinance # 72-2014.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ COO

BIDDER **TITLE**

INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing **Testing of Underground Petroleum Storage Tanks** for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services listed herein will be made under Blanket orders.

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

FIRM PRICES Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase in not granted when requested, the Contractor may elect to continue at the bid prices or given written notice of termination, upon receipt of which the Blanket Purchase Order will be re-bid.

AWARD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

DELIVERY: Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

Delivery to be made 5 **Days A/R/O.**

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries. Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

INSPECTION: Bidders should be aware of Inspection and Delivery requirements as stipulated.

BILLING: Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

**********VENDOR CLAIM CERTIFICATION**********

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION **MUST** APPEAR ON THE INVOICE:

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ COO

BIDDER **TITLE**

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

Steven Plofker — 2/24/26
CLAIMANT NAME — DATE

COO
BY (SIGNATURE) — TITLE

*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID**

PAYMENT: A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

**********VENDOR CLAIM CERTIFICATION**********

If a claim voucher is not being submitted, the following certification MUST appear on the invoice:

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

Steven Plofker — 2/24/26
Claimant Name — **Date**

COO
By Signature — **Title**

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

METHOD OF BIDDING: Please submit unit price in the appropriate column.

PRICE DISCREPANCY: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

WARRANTY: The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ COO
BIDDER — **TITLE**

IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.

Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.

BIDDER SHALL STATE WARRANTY
PERIOD: 1 yr

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:
N/A

TAX PROVISION: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

REDUCTION IN PRICES: If an award is made, the Contractor agrees, should prices be reduced to the general trade during the requirement period, the County shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the Purchasing Department of such price reductions.

PRICE PROTECTION: Bidders are required to state period of price protection (in terms of days) after the bid opening.

STATE PRICE PROTECTION PERIOD: 90 **DAYS AFTER BID OPENING**

EXTENSION OF PRICE: It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders.
365 days.

SPECIFICATIONS: Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting there-from shall not be construed as qualification of the specifications of this bid or relief there-from, except as specifically stated in the Purchase or Blanket Order.

PRODUCT IDENTIFICATION: If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. Bid sheets shall be so noted of the manufacturer's name and brand of the product offered as an equal. If as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Contractor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ COO
BIDDER **TITLE**

PROTECTION FROM CLAIM AGAINST "OR EQUAL": In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

EQUIVALENT BIDS: Bidders may offer a product of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a manufacturer, brand, make or catalog designation is specifying items described herein does not restrict or preclude bidders from offering equivalent or better product bids. Such a designation is used only to indicate the character, quality and minimum performance desired. Equal or better product bids are permissible. A bidder submitting an equal or better product shall, at his own cost and expense be responsible for submitting proof and/or a demonstration of equivalence, compatibility and performance. However, acceptance of an equivalent product shall be strictly at the discretion of the Director. Any omission of the term "or equal" in any specific bid item listing should be disregarded by the bidder. All bidders shall have an absolute right to submit "equivalent" bids notwithstanding any other provision of the bid specifications.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ COO

BIDDER **TITLE**

COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify and hold harmless the County of Nassau, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at Nassau County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against Nassau County, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against Nassau County, its agents, officers, or employees in any such suit, action or legal proceeding.

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single minimum limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

Bidder shall list below the Insurance Company(s) holding the following documents:

A) Certificate of Insurance name the County of Nassau as co-insured: Hub international

Or

B) Certificate of Insurance with indemnification agreement (hold harmless clause): Hub international

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

PRODUCT LIABILITY INSURANCE: The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars ($1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ COO

BIDDER **TITLE**

ALTERNATIVE ITEM: In submitting a bid on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the County. If a bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described. Consideration of the alternate shall be at the sole discretion of the Director. MORE THAN ONE (1) BID ON EACH ITEM WILL NOT BE CONSIDERED, UNLESS OTHERWISE SPECIFIED BY THE COUNTY.

REPLACEMENT PARTS: The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, and must match and inter-member without modification with the equipment and systems indicated.

ADDITIONAL BIDS: The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

NON PERFORMANCE

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

DISCLAIMER

Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

EVALUATION:

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he his bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ COO

BIDDER **TITLE**

NOTICE

READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

RIGHT TO KNOW LAW AND "OSHA"

PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "**MATERIAL SAFETY DATA SHEETS**" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT **DOES NOT** CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED _____ DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X _____ COO 2/24/26
Signature **Title** **Date**

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ COO
BIDDER **TITLE**

ACCESS CLAUSE: Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health and Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ COO
BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
90783-02266-015

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 24th day of February, 20 26 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: AARCO Environmental

Address: 50 Gear Ave

Street: Gear Ave

City, Town, etc: Lindenhurst NY 11757

Telephone: 631-586-5900 Title: _____

If applicable, responsible Corporate Officer

Name Steve Plofker Title COO

Signature: _____ Sign Here

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE MAY RESULT IN AUTOMATIC REJECTION OF THE BID.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ COO

BIDDER **TITLE**

Pursuant to State Finance Law §§139-j and 139-k, this Bid includes and imposes certain restrictions on communications between a Governmental Entity and an Offeror/bidder during the procurement process. An Offeror is restricted from making contacts from the earliest posting, on a Governmental Entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with article four-C of the economic development law of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from Offerors intending to result in a Procurement Contract with a Governmental Entity through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, the Office of the State Comptroller ("Restricted Period") to other than the Designated Contacts for the Governmental Procurement unless it is a Contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The Designated Contact(s) for this Governmental Procurement, as of the date hereof, are identified on the first page of this solicitation. County employees also are required to obtain certain information when Contacted during the Restricted Period and make a determination of the responsibility of the Offeror pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offeror is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the County's website. All questions or concerns regarding this Bid must be directed to the designated contact person named on the first page of the bid.

Offeror Certification:

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

Date: 2/24/26

Signature:

Name: Steven Plofker

Title: Chief Operating Officer

Contractor Name: AARCO Environmental Services Corp

Contractor Address: 50 Gear Ave Lindenhurst NY 11757

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ COO
BIDDER **TITLE**

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT**, **CROSS-OUTS OR LIFT-OFF TAPE MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 **State Exemption Number: EX 7213062C**

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ COO
BIDDER **TITLE**

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ COO

BIDDER **TITLE**

Living Wage

Section 1. Authority and Usage

a. These Rules are promulgated pursuant to Local Law 1-2006, section 7(b) which authorizes the County Executive to promulgate rules to implement the provisions of the Nassau County Living Wage Law.

b. Wherever the term "Law" or "Living Wage Law" is used in this document, it shall mean Local Law 1-2006, otherwise known as the Nassau County Living Wage Law. Whenever the terms "Rule" or "Rules" are used in this document, it shall mean these Rules of the County Executive regarding the Nassau County Living Wage Law.

Section 2. Clarification of Terms

a. Awarded. "Awarded" shall mean that time at which a contractor is selected by the County, or any department of the County, to receive county financial assistance, even if that time is before execution of a county financial assistance agreement by all parties or approval of such agreement by the County Legislature.

See Living Wage Law, § 5(a) "Certification of Compliance" and § 10 "Other Provisions"

b. County Service Contract. "County Service Contract" shall mean any contract let to a contractor by the county for the furnishing of services to or for the county and that involves an expenditure equal to or greater than twenty-five thousand dollars. A contract for the sale of goods to the County, or a contract for the sale of goods where incidental services are being provided to the County, are not considered County Service Contracts. This definition shall not include contracts awarded pursuant to the county's emergency procurement procedure as set forth in section twenty-two hundred six of the county charter, inter-governmental agreements, agreements with state or local public authorities or agreements with local development corporations incorporated pursuant to section 1411 of the not-for-profit corporations law.

c. County Financial Assistance. "County Financial Assistance" shall mean any grant, loan, tax incentive or abatement, bond financing, subsidy or other form of assistance of more than fifty thousand dollars given by or through the authority or approval of the county to an entity having at least ten employees. County financial assistance shall not include industrial development bonds, community development block grant loans, and enterprise-zone-related incentives.

d. Employee and Employer.

i. Under Section 1 of the Living Wage Law, an "Employee" for the purposes of a county service contract is an employee of a county contractor "pursuant to one or more service contracts and who expends any of his or her time thereon." Thus, an Employee may be:

A. Any person hired by a County contractor specifically to work on the County Service Contract at issue

B. Any person employed by the County Contractor who works on the specific services contemplated by the County Service Contract

ii. An Employee is not:

A. An employee who provides services which are only incidental to the services specified in the County Service Contract.

An employee who does not provide any services contemplated under the County Service Contract in Question

iii. For the purposes of the Living Wage Law, Nassau Community College is not an employer as defined in the Law. However, service contractors, financial assistance recipients and lessees of the College are employers as defined in the law and are subject to the provisions of the Living Wage Law as they are applicable.

See Living Wage Law, § 1 "Employee," "Employer"

e. Enter Into. "Enter into" shall mean that time at which both parties have signed the contract in question.

See Living Wage Law, § 1 "County Service Contract" and § 10(a) "Other Provisions"

3. Amendments, Extensions and Renewals

a. Renewals and Extensions. Where an existing County Financial Assistance Agreement, County Service Contract, or County Lease is renewed or extended after the effective date of the Law, such agreement is a new County Financial Assistance Agreement, County Service Contract or County Lease, as the case may be, and is subject to the applicable provisions of the Law.

b. Determination of Applicability.

i. County Service Contracts.

A. Any renewal of a County Service Contract is subject to the Living Wage Law if the total expenditure by the County under the renewal is $25,000 or greater.

B. If a County Service Contract is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount $25,000 or over, or if such amendment itself involves an expenditure of $25,000 or over. In no event shall the Law apply in a situation where an amendment involves an expenditure of less than $25,000 and the original agreement already involves an expenditure of $25,000 or over.

ii. County Financial Assistance Agreements.

A. Any renewal of a County Financial Assistance Agreement is subject to the Living Wage Law if the total expenditure by the County under the renewal is greater than $50,000.

B. If a Financial Assistance Agreement is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount over $50,000, or if such amendment itself involves an expenditure over $50,000. In no event shall the Law apply in a situation where an amendment involves an expenditure of $50,000 or less and the original agreement already involves an expenditure over $50,000.

iii. County Leases. Any renewal, extension or modification of a County Lease is subject to the provisions of the Living Wage Law.

See Living Wage Law, §10(a) "Other Provisions"

4. Waiver of the Law

a. Application of the Provision

i. Any County Contractor may apply for a waiver of the provisions of the Law. In order to qualify as a County Contractor, the applying organization must have a County Service Contract with the County of Nassau. A County Service Contract is a contract which contemplates providing a service to the County (not goods or any service performed only to deliver goods) for which the County is paying $25,000 or more. Both non-profit and for-profit County Contractors may apply for a waiver.

ii. At this time, the Living Wage Law does not allow a County Lessee or an entity receiving County Financial Assistance to apply for a waiver of the Law's provisions.

b. Request for a Waiver The following procedures have been established by the County Executive for requesting a waiver of the provisions of the Living Wage Law:

i. Request for a waiver must be made to the Nassau County Office of Compliance. Since a waiver request must be made by a County Contractor who already has a contract with the County to provide services, a request for a waiver may only be made after the contract in question is entered into with the County.

ii. A request for a waiver must be made on the approved form designated "Request for Waiver of the Provisions of the Nassau County Living Wage Law." This form is attached to these rules. Additional forms may be requested by contacting the agency with which the requesting organization has a contract.

iii. Except for those requesting organizations with County Service Contracts listed in section 4(b)(iv)(E)(3) below, those requesting organizations which plan to request a waiver once a County Service Contract has been entered into must include, in their bid or proposal for the specific County Service Contract, a budget breakdown stating the amount of the budget allocated to wages (*assuming the Living Wage Law applies*), and the amount of the budget allocated to services and other contract expenses.

A. In any budget breakdown submitted, the requesting organization must include only those employees who are included within the definition of "Employee" described above.

B. Those County contractors who have been awarded a contract through Executive Order No. 1 of 1993, a state or federal grant, General Municipal Law section 104, or any other state or federal rule or regulation must submit the above budget breakdown to the contracting agency before such contract is entered into with the County in order to be eligible for a waiver.

iv. A waiver request must contain the following information:

A. The name of the organization

B. The address of the organization

C. A brief description of the contract which the waiver pertains to.

D. The name and email address of the Chief Executive Officer of the requesting organization

E. The criteria (hereinafter, the "Criteria") for qualifying for a waiver under the provisions of the Law. Currently, a requesting organization must meet either Criteria 1, 2 or 3 below, and, if Criteria 1, 2 or 4 are cited, must meet Criterion 5 below:

1. The highest paid officer or employee of the requesting organization earns a salary which, when calculated on an hourly basis, is less than six times the lowest wage or salary paid by the requesting organization.

OR

2. Compliance with the requirements of the Living Wage Law will directly increase the requesting organization's expected total annual budget in an amount greater than ten percent of the prior fiscal year's budget.

OR

3. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would exceed the amount, per hour or per diem (as the case may be), reimbursed to the County by any State or Federal Source:

Services under the Expanded In-Home Services for the Elderly Program (EISEP)
Foster care services under the New York Social Services Law.
Residential domestic violence services under the New York Social Services Law.
Residential care, educational and vocational training, physical and mental health services, and employment counseling services to residents of the Juvenile Detention Center under the New York Executive Law.

OR

4. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would increase the County Service Contract's budget by greater than ten percent over the budget for the requesting organization's County Service Contract for the previous contracting year:

i. Non-residential domestic violence services under the New York Social Services Law.
ii. Services under the Home Energy Assistance Program (HEAP)
Preventive services for children pursuant to the New York Social Services Law
Non-Secure detention services pursuant to the New York Executive Law.

AND (if Criteria 1, 2 or 4)

5. When the requesting organization placed a bid or submitted a proposal for the county service contract at issue, it must have submitted a budget which included a breakdown of the wages paid to employees of the requesting organization who would be covered under the Living Wage Law.

F. A statement that, if a waiver is granted, the requesting organization will decrease its budgeted wage allocation to that amount the requesting organization would have paid its employees had the requirements of Living Wage Law not been applied. The amount to be paid by the County to the requesting organization will be reduced accordingly by contract amendment.

G. The notarized signature of the requesting organization's Chief Executive Officer.

v. A request must be accompanied by documentation supporting the Criteria claimed by the requesting organization.

A. If Criteria (1) is cited in the request, the requestor must include a statement, certified by the chief financial officer of the requesting organization as true and accurate, of the wages paid, on an hourly basis, of the highest and lowest paid individuals employed by the requesting organization.

B. If Criteria (2) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the last fiscal year along with a copy of the organization's expected budget taking into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

C. If Criteria (4) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the County Service Contract for the prior agreement year along with the requesting organization's budget for the County Service Contract for the current agreement year which takes into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

vi. The request form and all documentation must be sent to the following address:

County of Nassau Office of Compliance
Attention: Living Wage Waiver Request Office
One West Street – 4th Floor

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ COO
BIDDER **TITLE**

Mineola, New York 11501

c. Waiver and Procurement

i. As a waiver may only be requested once a County Service Contract has been entered into, no waiver application may be submitted by any organization submitting a bid or proposal to the County for a County Service Contract.

ii. The fact that a waiver may be granted to an organization submitting a bid or proposal to the County for a County Service Contract will not be a consideration in evaluating such bid or proposal.

d. Review Procedures

i. Review of a request for a waiver must be made by the Office of Compliance.

ii. Approval of a request is dependent on the requestor satisfying either criteria (1), (2) or (3) in section 4(b)(iv)(E) above and, if citing criteria (1), (2) or (4), criterion (5) in section 4(b)(iv)(E) above. Applications not satisfying these criteria, or incomplete applications, will not be approved. However, complete applications that do meet these criteria shall be approved by the Office of Compliance.

iii. The Office of Compliance shall inform the requestor of his or her decision to grant or deny a request in writing within thirty days of receipt of the request. A copy of the grant or denial shall be transmitted to the County Comptroller for the purposes of monitoring compliance with the Living Wage Law.

iv. During such thirty day period, the requestor must continue to abide by the provisions of the Living Wage Law. Failure to do so may result in action by the Office of the Nassau County Comptroller to enforce the provisions of the Law.

e. Post-Award Review

i. After the County grants a waiver, if at any time during the term of the County Service Contract the requesting organization alters its budget or wages such that the organization no longer qualifies for a waiver of the Living Wage Law, the requesting organization must contact the County department with which it contracts and inform such department of such alteration.

ii. If a County department is contacted in reference to such a change, the department must either:

Amend the County Service Contract in question to restore any funding subtracted from the contract as a result of a waiver of the Living Wage Law and receive from the Contractor a completed Certificate of Compliance; or

Terminate such Contract according to its terms.

See Living Wage Law, § 9 "Waiver"

5. Inter-Governmental Agreements

a. The Living Wage Law shall not apply to those County Service Contracts which are entered into with any municipal corporation located within the County, any school district located within the County, and any special district located within the County.

b. County Financial Assistance Agreements and County Leases. The Living Wage Law shall not apply to a County Financial Assistance Agreement or a County Lease in the event that application of the law would conflict with the application of a federal, state or local law, rule, regulation or ordinance. For the purposes of this Rule, the Living Wage Law would not apply to a County Financial Assistance Agreement or County Lease where funding for the Agreement or Lease is derived from a Federal or state grant where the distribution of such grant funds to certain subrecipients is mandatory and non-discretionary.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ COO
BIDDER **TITLE**

See Living Wage Law, § 1 "County Service Contract," "Inter-governmental Agreement;" § 3 "Minimum Compensation;" §10 "Other Provisions"

6. Certification of Compliance

a. An updated certification of compliance with the provisions of the Living Wage Law shall be submitted to the County on or before the first day of each agreement year during the term of any County Service Contract.

b. For the purposes of updating a certification of compliance, a "material change" as used in the Law shall be limited to the following:

i. Any determination by the County Comptroller that the contractor has violated any provision of the Law.

ii. Any instance during the preceding year in which the contractor has been found by a court or governmental agency to have violated federal state or local laws regulating payment of wages or benefits, labor relations or occupational safety and health, or where any governmental body has initiated a judicial action, administrative proceeding or investigation of the contractor in regard to any of the above laws.

See Living Wage Law, § 5 "Certification of Compliance"

7. Nassau County Employees

a. All Nassau County Employees are covered by the provisions of the Living Wage Law, provided, however, that Nassau County Employees covered by the collective bargaining agreement between the County and the Civil Service Employees Association are not entitled to receive the benefits supplement rate as the term is defined in the Law. The provisions of the Law also extend to paid interns hired by the County.

b. The Living Wage Law does not apply to volunteer workers utilized by the County pursuant to the County's authority to use volunteer workers under § 2105 of the Nassau County Charter. As such, the Law does not cover unpaid interns utilized by the County.

See Living Wage Law, § 1 "Employee," "Employer;" § 10 "Other Provisions"

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

The chief executive officer of the Contractor is:

Rick Spadalik (Name)

50 Gear Ave Lindenhurst NY 11757 (Address)

631-586-5900 (Telephone Number)

The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements

of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

In the past five years, Contractor _____ has ___X___ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ___X___ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ COO

BIDDER **TITLE**

Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

2/25/26
Dated

Signature of Chief Executive Officer

Rick Spadalik
Name of Chief Executive Officer

Sworn to before me this
25th day of February, 2026.

Notary Public

TARA L BOGGS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BO6203253
Qualified in Suffolk County
My Commission Expires 03-30-2029

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ COO
BIDDER **TITLE**

NY STATE LABOR LAW

If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. "Public Works" and "Building Services" - Definitions

i. Public Works Labor Law Article 8 applies to county contracts for public improvements in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts).

ii. Building Services Labor Law Article 9 applies to Contracts for building service work with the county, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

b. Prevailing Wage Rate Applicable to Bid Submissions A *copy of the applicable prevailing wage rates to be paid or provided are annexed* to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.

c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over $25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.

iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

If this contract is for Building Service Work as defined in Article 9 of the Labor Law, State law prohibits other political subdivisions and districts within the County from making purchases pursuant to this agreement.

The County Living Wage Law, Title 57, Section 3(a)(i), states: employers who provide building services shall pay their employees no less than the living wage, as required by this section, or the prevailing wage, whichever is greater. In future bidding procedures, the requirement should be "vendor must pay the prevailing wage, or the County Living Wage, whichever is greater", or similar language.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ COO

BIDDER **TITLE**

RECORD RETENTION: Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

Governing Law – Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

PRE BID SITE VISITS: The prospective suppliers, when bidding, represents and warrants that he has visited and knows the site(s) or premise(s) upon which the work, as described in these bid specifications, is to be performed hereunder and that he has informed himself of all existing conditions affecting the work and as to the work of other coming in conjunction with his work. Failure of the bidder to thoroughly acquaint himself with the site and local conditions shall not relieve him of his responsibility, and shall not entitle him to any claim for extras. Bidders may call _____ for an appointment to visit the site.

Estimated Annual Usage Approximately $305,000.00

Prevailing wages are applicable to this bid use, Plumber tank and pump for plumping related issues and Electrician for electrical related issues both from article 8.

Summary:

The County has approximately 380 underground storage tanks at over 125 locations countywide that are mandated by the Nassau County Fire Commission and or the Nassau County Department of Health regulations to be tested on a routine basis.

ACCREDITATIONS/LICENSING:

Applicants must be able to provide proof that they employ staff holding the following accreditations/licensing.

1. **State of New York, County of Nassau, Health Department F/C Liquid Store Installers** **license** 20251R17(FT)
2. **State of New York, County of Nassau, Health Department F/C Tank Removal** **license** 20251R17(FT)
3. **NYS 364 Transporter permit** 1A-727
4. **Forty-Hour OSHA certified technicians**
5. **Eight-Hour Hazwopper certified technicians**
6. **Ten Hour OSHA construction safety certified technicians**
7. **OSHA Medical Clearance**
8. **Respirator Fit Tested technicians**

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BIDDER SIGN HERE _____ COO
BIDDER — TITLE

9. API Certified technicians 6

10. LPS Certified technicians ~~0 - will certify if required~~ 6

11. UST and AST Nassau County Certified Tank testers 4

12. First aid and CPR certified technician 9

13. Cathodic Protection 1 Tester, Issued by The National Association of Corrosion Engineers 1

PARTS: All parts associated with testing of petroleum product storage tanks from the tank to the supported apparatus including but not limited to, alarms, vent lines, feed lines, return lines, pipes. All parts should be OEM or commonly used replacement parts, which must be approved by designated County representatives.

REPAIRS : Repair needs discovered during testing shall be considered emergencies and completed as soon as reasonably possible to avoid DEC and DOH shutdowns. Vendor shall contact their designated County representative and notify them of the repair, parts needed and length of time needed to complete repairs. Upon request of the using agency, vendor shall provide a "day tank" to ensure county operations during repair period. Upon submittal of invoice proving rental of such tank, using agency will reimburse cost without markup or discount.

Repair needs not required to pass testing must be authorized by the designated County representative for the site and performed under direct supervision of County Personnel.

In all cases, all equipment rentals and material purchases shall be approved by a designated County representative prior to commencement of work. Vendor will send one technician unless specified by and/or agreed upon by County representative prior to commencement of work.

VENDOR MUST PROVIDE:
Contractor will maintain stock of regular supply items commonly used in their trade (i.e. Tape, screws, cable ties, adhesive liquids, etc.) and ensure that mechanics arrive at the jobsite adequately supplied with such. Departures from job site to obtain such items shall not be charged as time worked to the county. Departures from the job site for OEM parts will be with prior approval of the designated agency representative and shall be obtained from a supplier as local to the job site as reasonably possible.

On all jobs performed by the vendor, job location shall be restored to a safe and aesthetically acceptable condition prior to departure.

PAYMENT:
1. Time sheet signed by authorized county personnel. Time sheets shall show time of arrival and time of departure. Travel time to and from place of employment or prior jobs shall not be considered in the total work time charged to the using agency and must not be submitted.

2. Details of parts used:

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ COO

BIDDER TITLE

Only actual system components, shown on the plans and specifications for the affected system machinery, should be billed. If the parts used are regularly kept in stock by the contractor, manufacturer's price lists can be used to invoice the using agency. The contractor should furnish a copy of the price list to the Office of Purchasing as well as furnished with the claim. If parts are purchased to complete the repair, photocopies of the invoices must be furnished with the claim without revision or eradication. Exception: Contractor may black-out credit payment details on invoice. Compliance with the above is necessary in order to expedite the payment. Claims without the above will be returned to contractor without payment until a complete claim is submitted.

Pricing:

ITEM #	QTY.	DESCRIPTION	UNIT PRICE
1)		Testing of petroleum product storage tanks - < 1,000 gallons	$ 695.00
2)		Testing of petroleum product storage tanks – 1,001 to 4,000 gallons	$ 795.00
3)		Testing of petroleum product storage tanks – 4,001 to 10,000 gallons	$ 895.00
4)		Testing of petroleum product storage tanks - > 10,000 gallons	$ 995.00
5)		Two (2) year Functionally testing of submersible pumps rate	$ 195.00
6)		Yearly leak detection of submersible pumps	$ 195.00

Repairs made during testing:

7) Labor – Straight time (between the hours of 7:00am – 3:00pm Monday to Friday) $ 165.00

8) Labor – Overtime (all hours after 3:00pm and before 7:00am, all day Saturday and Sunday) $ 175.00

9) Material rates:

a. cost + 18 %

b. List price – 0

10) There will be no mark up on all rental equipment including but not limited to Roll Off Containers, Vac. Trucks, Guzzler Trucks and excavation equipment will be paid at cost plus 0.00%

Self-owned equipment will be billed at the rental rate blue book for that year.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ COO

BIDDER TITLE

Repairs made during non-testing periods:

11) Labor – Straight time (between the hours of 7:00am – 3:00pm Monday to Friday) $ 185.00

12) Labor – Overtime (all hours after 3:00pm and before 7:00am, all day Saturday and Sunday)
$ 195.00

13) Material rates:

a. cost + 18%

b. List price – 0

14) There will be no mark up on all rental equipment including but not limited to Roll Off Containers, Vac. Trucks, Guzzler Trucks and excavation equipment will be paid at cost plus 0.00%

Transfer and refill of tank:

15) Price per gallon $ 0.79

16) Liquid disposal rate per gallon $ 1.35

17) Solid disposal rate per ton $ 179.00

Additional tanks, locations and services can be added to this contract with written quote and amendment.

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BIDDER SIGN HERE _____ COO
BIDDER TITLE

Bruce A. Blakeman
COUNTY EXECUTIVE

OFFICE OF PURCHASING
1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263
Date 02/25/2026

AMENDMENT NO. 1

FORMAL SEALED BID NO. 90783-02266-015

FOR: Testing of Underground Petroleum Storage Tanks

ISSUED: **January 29, 2026**
OPENING: **February 26, 2026**

TO ALL BIDDERS:

1) This formal sealed bid has been postponed until March 17, 2026 at 11:00 AM

2) Add to specifications pages two

3) All other terms and conditions of the Formal Sealed Bid remain unchanged.

4) A copy of this Amendment must be signed by the Bidder and attached to his bid.

OFFICE OF PURCHASING

Claudia Clausurdo
Purchasing Technical Coordinator

Question 1) Line 5: Can you please clarify. Is this functionality for tank system and alarms or the submersible pump rate alone

Answer: Just the submersible pump rate alone

Question 2) Line 10: Is the blue book rate

Answer: Yes

Question 3) Line 15: Price per gallon. Is this per gallon for transferring from one tank to another including equipment and labor

Answer: No this is just the gallons of fuel this does not include equipment and labor; they are to be billed using a different line item on the contract.

Question 4) Line 16: Liquid disposal rate per gallon. Can you please clarify, water costs less then fuel and gasoline cost even more. Once a price is known for each product does it include equipment and labor.

Answer: No this is just the price per gallon of liquid disposal. This does not include equipment and labor; they are to be billed using a different line on the contract.

Question 5) line 17: Solid disposal rate per ton. Can you please clarify type of waste example Haz non Haz and does it include equipment and labor.

Answer: This includes all waste, both hazardous and non-hazardous. This does not include equipment and labor; they are billed using a different line on the contract.

Question 6) When requesting price per test (testing of petroleum product storage tanks) on page 38, does that refer to a system precision tank test? If yes, will that include isolation material and labor inclusive if the vent line is over 12 feet high?

Answer: This includes whatever is typically included in a complete tank rest.

Question 7) What does LPS (10. LPS certified Technician) stand for on page 37?

Answer: The County is stating that this is a requirement that technicians that do work of the tanks must be LPS certified. We are not asking for a number or price

Question 8) Are County fees to be included in Unit Pricing

Answer: No, they are not included they are in addition to the formal sealed bid see page 14.

Question 9) Is there a set schedule for testing the 380 tanks that can be provided?

Answer: There is no premade schedule, all testing is scheduled upon request from the agency.

FORMAL BID RECOMMENDATION

BID NUMBER 90783-02266-015 OPEN 03/17/2026
TITLE: Testing of Underground Petroleum Storage Tanks
DATE: March 24, 2026

TO: **BUYER – Timothy Funaro** FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD. FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: March 24, 2026
To: Supervisor From: Buyer Timothy Funaro

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Timothy Funaro
Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 3/24/26

To: Buyer From: Director

☒ Approved for Award

☐ Approved for No Award

☐ Hold award pending discussion

NO ☐ Subject to Legislature Approval

YES ☒ Subject to Legislature Approval

_____ Joseph Bocci
Director

	Bid Results
Items	**Bidder**
	Recommend an award be given to AARCO Environmental Services Corp. as the lowest responsible bidder meeting specifications and bid terms.
	See attached.

The chart below was created from invoices received from the Nassau County Department of Public Works and the Nassau County correctional Center. There was 562.75 hrs. of labor at the regular hourly rate, 550 gals of liquid disposal, 27 drums that were disposed of, and $10,251.45 in parts at the cost plus rate

	AARCO	Island Pump	Metro	Gemstar	Franklin	Aventura
Reg. hourly rate 562.75 hrs.	562.75 hrs. @ $185.00 = $104,108.75	562.75 hrs. @ $180.00 = $101,295.00	562.75 hrs. @ $210.00 = $118,177.50	562.75 hrs. @ $195.00 $109,736.25	562.75 hrs. @ $225.00= $126,618.75	562.75 hrs. @ $395.00 = $222,286.25
550 gals	550 gal @ 1.35 = $742.50	550 gal @ $1.05 = $577.50	550 gal @ $1.66 = $913.00	550 gal @ $2.70 = $1,485.00	550 gal @ $2.00 = $1,100.00	550 gal @ $2.65 = $1457.50
27 Drums	27 @ $179.00 = $4,833.00	27 @ $325.00 = $8,775.00	27 @ $159.00 = $4,293.00	27 @ $550.00 = $14,850.00	27 @ $250.00 = $6,750.00	27 @ $95.00 = $2,565.00
Material	$10,251.45 @ 18% = $12,096.71	$10,251.45 @ 20% = $12,301.74	$10,251.45 @ 10% = $11,276.60	$10,251.45 @ 10% = $11,276.60	$10,251.45 @ 20% = $12,301.74	$10,251.45 @ 25% = $12,814.31
Total	**$121,780.96**	$122,949.24	$134,660.10	$137,347.85	$146,770.49	$239,123.06

All the vendors that responded to this bid met the rate requirements for the plumber pump and tank rate and the electrician pump and tank rate for regular hourly rate and the overtime rate.

The award was given to the lowest bidder AARCO Environmental Services Corp.

AARCO Environmental Services Corp.

Invoice

Invoice #: 225019
WO # 225019
Date: 03/25/2025

Billed To: Nassau County Correctional Center
100 Carmen Avenue
East Meadow NY

Project: 100 Carmen Avenue
East Meadow NY 11554

Attn: Frederick McFarland

Representative: Mallarie White
Billed From: 03/21/2025
Billed To: 03/21/2025

Client P.O #
Contract #

Quantity	Description	Price	Ext Price
0.75	Item 3 Labor L.'4 = 3	$159.00	$119.25
275.00	Item 5 Liquid Disposal	$1.35	$371.25
1.00	Vacuum truck Bluebook rate	$410.00	$410.00

A service charge of 1.5% per annum will be charged on all amounts overdue on regular statement dates.

A 3.5% fee will be applied to all credit card payments.
Copy and paste link to your browser: https://aarcoenv.bill-payment.org/

Non-Taxable Amount	$900.50
Taxable Amount	$0.00
Sales Tax	$0.00
Deposit	
Amount Due	$900.50

BPNC 21000121 POCC 24000536 IVNC 25009632 VCNC 25009364

50 Gear Avenue
Lindenhurst, NY 11757

Phone (631) 586-5900
Fax (631) 586-5910

AARCO Environmental Services Corp.

Invoice

Invoice #: 226389
WO # 226389
Date: 07/28/2025

Billed To: Nassau County Correctional Center
100 Carmen Avenue
East Meadow NY

Project: 100 Carmen Avenue
East Meadow NY 11554

Attn: Frederick McFarland

Representative: Mallarie White
Billed From: 07/24/2025
Billed To: 07/24/2025

Client P.O #
Contract #

Quantity	Description	Price	Ext Price
1.50	Item 3: Labor	$159.00	$238.50
9.00	Item 6: Disposal of Non Hazardous Drum	$95.00	$855.00
1.00	Bluebook: Large Box Truck	$130.00	$130.00

A service charge of 1.5% per annum will be charged on all amounts overdue on regular statement dates.

A 3.5% fee will be applied to all credit card payments.
Copy and paste link to your browser: https://aarcoenv.bill-payment.org/

Non-Taxable Amount	$1,223.50
Taxable Amount	$0.00
Sales Tax	$0.00
Deposit	
Amount Due	$1,223.50

BPNC 21000121

POCC 24000586

IVNC 25016590

VCNC 25016070

50 Gear Avenue
Lindenhurst, NY 11757

Phone (631) 586-5900
Fax (631) 586-5910

AARCO Environmental Services Corp.

Invoice

Invoice #: 223600
WO # 223807
Date: 10/31/2024

Billed To: Nassau County Sheriff's Department
100 Carman Avenue
East Meadow NY 11554

Project: 100 Carman Avenue
East Meadow NY 11554

Attn: Frederick T. McFarland

Representative: Steven Plofker
Billed From: 10/30/2024
Billed To: 10/30/2024

Client P.O #
Contract #

Quantity	Description	Price	Ext Price
3.00	Item 3: Labor	$159.00	$477.00
18.00	Item 6: Oil Filter drum disposal	$95.00	$1,710.00

A service charge of 1.5% per annum will be charged on all amounts overdue on regular statement dates.

A 3.5% fee will be applied to all credit card payments.
Copy and paste link to your browser: https://aarcoenv.bill-payment.org/

Non-Taxable Amount	$2,187.00
Taxable Amount	$0.00
Sales Tax	$0.00
Deposit	
Amount Due	$2,187.00

BPNC 21000121

POCC 24000586

IVNC 250007240

VCNC 250007033

50 Gear Avenue
Lindenhurst, NY 11757

Phone (631) 586-5900
Fax (631) 586-5910

AARCO Environmental Services Corp.

Invoice

Invoice #: 228101
WO # 228101
Date: 01/27/2026

Billed To: Nassau County Sheriff's Department
100 Carman Avenue
East Meadow NY 11554

Project: 100 Carman Avenue
East Meadow NY 11554

Attn: Frederick T. McFarland

Representative: Steven Plofker
Billed From: 01/20/2026
Billed To: 01/20/2026

Client P.O #
Contract #

Quantity	Description	Price	Ext Price
2.00	Item 3: Labor	$159.00	$318.00
275.00	Item 5: Liquid Disposal	$1.35	$371.25
1.00	Vacuum truck: Bluebook rate	$410.00	$410.00

A service charge of 1.5% per annum will be charged on all amounts overdue on regular statement dates.

A 3.5% fee will be applied to all credit card payments.
Copy and paste link to your browser: https://aarcoenv.bill-payment.org/

Non-Taxable Amount	$1,099.25
Taxable Amount	$0.00
Sales Tax	$0.00
Deposit	
Amount Due	$1,099.25

50 Gear Avenue
Lindenhurst NY 11757

Phone (631) 586
Fax (631) 586-5

AARCO Environmental Services Corp.

Invoice

Invoice #: 224517

WO # 224517

Date: 3/3/25

Billed To: Nassau County Dept of Public Works
1899 Hempstead Park
East Meadow NY 11554

Project: 1 West Street
Mineola NY 11050

Attn: Barry Kaminer

Representative: Sean Tuthill
Billed From: 11/19/2024
Billed To: 02/01/2025

Client P.O # BPNC21000121
Contract #

Quantity	Description	Price	Ext Price
	11/19/2024		
16.00	Item 3: Labor 2 Men x 8 Hours	$159.00	$2,544.00
1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		
1.00	Material mark up (10%)		
	11/20/2024		
16.00	Item 3: Labor 2 Men x 8 Hours	$159.00	$2,544.00
1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		
1.00	Material mark up (10%)		
	11/21/2024		
24.00	Item 3: Labor 3 Men X 8 Hours	$159.00	$3,816.00
6.00	Item 3: Labor 1 Man X 6 Hours	$159.00	$954.00
2.00	Equip: Support Truck @ Blue Book Rate	$280.00	$560.00
1.00	Material		
1.00	Material mark up (10%)		
	11/22/2024		
16.00	Item 3: Labor 2 Men x 8 Hours	$159.00	$2,544.00
1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		
1.00	Material mark up (10%)		
	12/2/2024		
24.00	Item 3: Labor 3 Men x 8 Hours	$159.00	$3,816.00
1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		

50 Gear Avenue
Lindenhurst, NY 11757

Phone (631) 586-5900
Fax (631) 586-5910

Quantity	Description	Price	Ext Price
1.00	Material mark up (10%)		
	12/3/2024		
16.00	Item 3: Labor 2 Men x 8 Hours	$159.00	$2,544.00
2.50	Item 3: Labor 1 Men x 2.5 Hours	$159.00	$397.50
1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		
1.00	Material mark up (10%)		
	12/4/2024		
32.00	Item 3: Labor 4 Men x 8 Hours	$159.00	$5,088.00
1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		
1.00	Material mark up (10%)		
	12/5/2024		
8.00	Item 3: Labor 1 Men x 8 Hours	$159.00	$1,272.00
1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		
1.00	Material mark up (10%)		
	12/20/2024		
32.00	Item 3: Labor 4 Men x 8 Hours	$159.00	$5,088.00
1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		
1.00	Material mark up (10%)		
	12/31/2024		
16.00	Item 3: Labor 2 Men x 8 Hours	$159.00	$2,544.00
1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		
	Material mark up (10%)		
	01/6/2025		
24.00	Item 3: Labor 3 Men x 8 Hours	$159.00	$3,816.00
1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		
	Material mark up (10%)		
	01/7/2025		

Quantity	Description	Price	Ext Price
~~24.00~~	Item 3: Labor 3 Men x 8 Hours	$159.00	~~$3,816.00~~
1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		
1.00	Material mark up (10%)		
	01/8/2025		
24.00	Item 3: Labor 3 Men x 8 Hours	$159.00	$3,816.00
1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		
1.00	Material mark up (10%)		
	01/11/2025		
32.00	Item 3: Labor 4 Men x 8 Hours	$159.00	$5,088.00
2.00	Equip: Support Truck @ Blue Book Rate	$280.00	$560.00
1.00	Material		
1.00	Material mark up (10%)		
	01/22/2025		
~~22.00~~	Item3: Labor 2 Men x ~~8~~ Hours,1 man x 6 Hours	$159.00	~~$3,498.00~~
1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		
1.00	Material mark up (10%)		
	01/23/2025		
16.00	Item 3: Labor 2 Men x 8 Hours	$159.00	$2,544.00
1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		
1.00	Material mark up (10%)		
	01/29/2025		
16.00	Item 3: Labor 2 Men x 8 Hours	$159.00	$2,544.00
1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		
1.00	Material mark up (10%)		
	02/01/2025		
28.00	Item 3: Labor 4 Men x 7 Hours	$159.00	$4,452.00
2.00	Equip: Support Truck @ Blue Book Rate	$280.00	$560.00
1.00	Material		
1.00	Material mark up (10%)		

Quantity	Description	Price	Ext Price

A service charge of 1.5% per annum will be charged on all amounts overdue on regular statement dates.

A 3.5% fee will be applied to all credit card payments.
Copy and paste link to your browser: https://aarcoenv.bill-payment.org/

Non-Taxable Amount	$68,593.00
Taxable Amount	$0.00
Sales Tax	$0.00
Deposit	
Amount Due	$68,593.00

AARCO Environmental Services Corp.

Invoice

Invoice #: 222966
WO # 222966
Date: 02/21/2025

Billed To: Nassau County Dept of Public Works
1899 Hempstead Park
East Meadow NY 11554

Project: 400 Country Seat Drive, Mineola
Mineola NY

Attn: Barry Kaminer

PO# 24000470 1006

Representative: Michael Sepe
Billed From: 02/03/2025
Billed To: 02/07/2025

Client P.O # BPNC21000121
Contract #

Quantity	Description	Price	Ext Price
80.00	Item 3: Labor	~~$159.00~~	$12,720.00
1.00	Material	~~$7,833.45~~	~~$7,833.45~~ 7479
1.00	Material mark up (10%)	~~$783.32~~	~~$783.32~~ 747.32
	TRANSPORTATION		374.92

A service charge of 1.5% per annum will be charged on all amounts overdue on regular statement dates.

A 3.5% fee will be applied to all credit card payments.
Copy and paste link to your browser: https://aarcoenv.bill-payment.org/

Non-Taxable Amount	~~$24,336.47~~
Taxable Amount	$0.00
Sales Tax	$0.00
Deposit	21,315.48
Amount Due	~~$21,336.47~~

BJK

50 Gear Avenue
Lindenhurst, NY 11757

Phone (631) 586-5900
Fax (631) 586-5910

THE HOME DEPOT

How doers get more done.

86 JERICHO TURNPIKE, JERICHO NY 11753
TIM RYAN STORE MANAGER (516)997-9595

1213 00050 58516 02/05/25 06:08 AM
SALE SELF CHECKOUT

038753335537 SPLT RNG HNG <A>
1" GALV SPLIT RING HANGER
3@3.52 10.56
038753335513 SPLT RNG HNG <A>
1/2" GALV SPLIT RING HANGER
6@2.74 16.44
038753335605 CEILNG PLATE <A>
3/8" GALV CEILING PLATE
7@2.90 20.30

SUBTOTAL 47.30
SALES TAX 4.08
TOTAL $51.38
XXXXXXXXXXXX3363 VISA

AUTH CODE 021106/5503031 USD$ 51.38
Contactless TA
AID A0000000980840 US DEBIT

1213 02/05/25 06:08 AM

1213 50 58516 02/05/2025 3685

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	1	90	05/06/2025

THE HOME DEPOT

How doers get more done.

86 JERICHO TURNPIKE, JERICHO NY 11753
TIM RYAN STORE MANAGER (516)997-9595

1213 00050 60686 02/05/25 02:20 PM
SALE SELF CHECKOUT

786692020020 EMT 0.75 10' <A>
3/4" EMT CONDUIT X 10'
4@10.72 42.88
032886302084 4SQ DRWN <A> 1.98
SW 4SQ BOX DRAWN 1-1/2"D 1/2"KO CKO
051411262723 3/4IN.CONN <A> 4.58
E445 EMT SETSCREW CONN 3/4" STL PK5
051411262822 3/4EMTSCRCP5 <A> 2.98
E545 EMT SETSCREW COUP 3/4" STL PK5
051411662059 LIQ ST 1/2 <A>
L185 LIQTITE CONN STEEL STRAIGHT 1/2
2@3.47 6.94
051411205119 ROMEX CONN. <A> 3.13
N055 NM CLAMP CONN 3/8" PK5
048243160457 12-2 NM 15' <A> 23.00
12-2 NM W/G 15 FT
051411669058 LIQ 90D 1/2 <A> 6.23
L230 LIQTITE CONN IRON 90DEG 1/2"

SUBTOTAL 91.72
SALES TAX 7.91
TOTAL $99.63
XXXXXXXXXXXX3363 VISA

AUTH CODE 052214/5503178 USD$ 99.63
Contactless TA
AID A0000000980840 US DEBIT

1213 02/05/25 02:20 PM

1213 50 60686 02/05/2025 3685

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	1	90	05/06/2025

West End Supply, Inc
491 Newark Street
Lindenhurst, NY 11757-3002
(631) 884-0900
www.westendsupply.com

INVOICE	Number	Date	Page
	W30945	02/04/25	1

SOLD TO: AARCO ENVIRONMENTAL SERV. 22966
50 GEAR AVE.
LINDENHURST, NY 11757
2-5-25

SHIP TO: AARCO ENVIRONMENTAL SERV.
50 GEAR AVE.
LINDENHURST, NY 11757
RESALE#: 81-0551121

SLM	ACCT #	TELEPHONE #	CUSTOMER P/O #	SHIP VIA	TAX PCT	PAYMENT TERMS	ORDER #
DK	AAENSE	631 586-5900	NASS COUNTY DPW	OUR TRUCK	8.625	NET 30	W31511

LINE #	QTY SHIP	QTY B/O	S/U	PRODUCT #	DESCRIPTION	PACK	UNIT PRICE	SELL U/M	PRICE EXTENSION	TX
01	2		EA	PIP010002	1 X 21 BLK T&C PIPE 1 X 21 BLACK PIPE T&C		73.67	EA	147.34	
02	4		EA	UNN100152	1" BLK. UNION 150LB 1" BLACK UNION 150LB		21.16	EA	84.64	
03	2		EA	TEE1001002	1" BLK. TEE 1" BLACK TEE		9.92	EA	19.84	
04	2		EA	WATTSBALL100T	1" BALL VALVE TXT WATTS MODEL# FBV-3		32.20	EA	64.40	
08	1		EA	PIP005002	1/2 X 21 BLK T&C PIP 1/2 X 21 BLACK PIPE T&C		45.11	EA	45.11	
09	2		EA	UNN050152	1/2 BLK. UNION 150LB 1/2 BLACK UNION 150LB		14.11	EA	28.22	
10	6		EA	ELB05005022	1/2" BLK. 90 1/2 BLACK 90		3.02	EA	18.12	
11	1	1	EA	WATTSBALL050T	1/2" BALL VALVE TXT WATTS MODEL# FBV-3		13.84	EA	13.84	
12	1		EA	NIP050CLTO62	1/2 BLK NIP CL TO 6 1/2 BLACK NIPPLE CLOSE TO 6"		42.16	EA	42.16	
13	1		EA	OPW199ASV-1075	3/4" ANTI-SIPHON VALVE 0-5' HEAD		326.54	EA	326.54	
14	1		EA	PJCGASOLIA#GE16	GASOLIA # GE16 E-SEAL PTS		57.05	EA	57.05	
15	6		EA	ELB10010022	1" BLK. 90 1" BLACK 90		6.33	EA	37.98	
16	1		EA	BSH10007582	1X3/4 BUSH BLK. 1 X 3/4 BLACK SINGLE TAP BUSHING		5.16	EA	5.16	
17	1		EA	BSH10005082	1X1/2 BUSH BLK. 1 X 1/2 BLACK SINGLE TAP BUSHING		5.22	EA	5.22	
18	1		EA	BSH20015082	2X11/2 BUSH BLK.		10.76	EA	10.76	

# UNITS	SUB TOTAL	TAX	FREIGHT	PLEASE REMIT THIS AMOUNT	INVOICE AMOUNT

SPECIAL MESSAGE	MARKETING MESSAGE	CUSTOMER MESSAGE
Continued . . .	Continued . . .	Continued . . .

IMPORTANT: All claims for damages, deficiencies or any objections to items or prices as stated in this bill are to be made within 3 days of delivery. A service charge at the rate of 1 ½% per month (18% per annum) will be charged on past due accounts. 20% attorney's fees will be added to all overdue accounts placed for collection.

Walter's West End Supply, Inc
491 Newark Street
Lindenhurst, NY 11757-3002
(631) 884-0900
www.westendsupply.com

INVOICE	Number	Date	Page
	W30945	02/04/25	2

SOLD TO
AARCO ENVIRONMENTAL SERV.

50 GEAR AVE.
LINDENHURST, NY 11757

SHIP TO
AARCO ENVIRONMENTAL SERV.

50 GEAR AVE.
LINDENHURST, NY 11757

RESALE#: 81-0551121

SLM	ACCT #	TELEPHONE #	CUSTOMER P/O #	SHIP VIA	TAX PCT	PAYMENT TERMS	ORDER #
DK	AAENSE	631 586-5900	NASS COUNTY DPW	OUR TRUCK	8.625	NET 30	W31511

LINE #	QTY SHIP	QTY B/O	S/U	PRODUCT #	DESCRIPTION	PACK	UNIT PRICE	SELL U/M	PRICE EXTENSION	T X
					2 X 11/2 BLACK SINGLE TAP BUSHING					
					TAG: NASSAU COUNTY DPW JOB# 222966					
					ORDERED BY JOHN MARCHETTI					

# UNITS	SUB TOTAL	TAX	FREIGHT	PLEASE REMIT THIS AMOUNT	INVOICE AMOUNT
32	906.38	.00	.00		906.38

SPECIAL MESSAGE	MARKETING MESSAGE	CUSTOMER MESSAGE
	TITLE FOR ANY ITEMS ON THIS INVOICE REMAINS THE IROPERTY OF WALTERS WEST END SUPPLY, INC UNTIL PAYMENT IN FULL IS RECEIVED	

IMPORTANT: All claims for damages, deficiencies or any objections to items or prices as stated in this bill are to be made within 3 days of delivery. A service charge at the rate of 1 ½% per month (18% per annum) will be charged on past due accounts. 20% attorney's fees will be added to all overdue accounts placed for collection.

Walter's West End Supply, Inc
491 Newark Street
Lindenhurst, NY 11757-3002
(631) 884-0900
www.westendsupply.com

INVOICE	Number	Date	Page
	W30998	02/13/25	1

SOLD TO
AARCO ENVIRONMENTAL SERV.
50 GEAR AVE.
LINDENHURST, NY 11757

SHIP TO
AARCO ENVIRONMENTAL SERV.
50 GEAR AVE.
LINDENHURST, NY 11757
RESALE#: 81-0551121

SLM	ACCT #	TELEPHONE #	CUSTOMER P/O #	SHIP VIA	TAX PCT	PAYMENT TERMS	ORDER #
DK	AAENSE	631 586-5900	NASS COUNTY DPW	OUR TRUCK	8.625	NET 30	W31511

LINE #	QTY SHIP	QTY B/O	S/U	PRODUCT #	DESCRIPTION	PACK	UNIT PRICE	SELL U/M	PRICE EXTENSION	TX
11	1		EA	WATTSBALL050T	1/2" BALL VALVE TXT WATTS MODEL# FBV-3 TAG: NASSAU COUNTY DPW JOB# 222966 ORDERED BY JOHN MARCHETTI		13.84	EA	13.84	

P.O. 222966 PST
DATE 2-13-25 Carmine
C.C.

# UNITS	SUB TOTAL	TAX	FREIGHT	PLEASE REMIT THIS AMOUNT	INVOICE AMOUNT
1	13.84	.00	.00		13.84

SPECIAL MESSAGE	MARKETING MESSAGE	CUSTOMER MESSAGE
	TITLE FOR ANY ITEMS ON THIS INVOICE REMAINS THE IROPERTY OF WALTERS WEST END SUPPLY, INC UNTIL PAYMENT IN FULL IS RECEIVED	

IMPORTANT: All claims for damages, deficiencies or any objections to items or prices as stated in this bill are to be made within 3 days of delivery. A service charge at the rate of 1 ½% per month (18% per annum) will be charged on past due accounts. 20% attorney's fees will be added to all overdue accounts placed for collection.

TRAMONT MANUFACTURING LLC
326 E KEEFE AVE
MILWAUKEE WI 53212

HISTORICAL

Invoice	135838
Date	12/4/2024
Page	1

Bill To:

AARCO ENVIRONMENTAL SERVICES CORP
50 GEAR AVE
LINDENHURST NY 11757

Ship To:

AARCO ENVIRONMENTAL SERVICES CORP
50 GEAR AVE
LINDENHURST NY 11757

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
223301	9095	TM	CUST P.U.	Check	12/5/2024	59,853

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	0	D8003287 110303	UTRS-25, 16 X 36 X 24 ODE: D QUOTE: TM24-254 HRS: 4.24 ACCT: CARMINE COSTANTINI TANK COLOR: MACHINE TOOL GREY 273VZ9233 TANK DRAWING #: D8003287 REV 00 M/F: NASSAU COUNTY DPW - SANDPOINT PRESERVE S/N: 110303	$0.00	$6,414.00	$6,414.000

Subtotal	$6,414.000
Misc	$0.000
Tax	$0.000
Freight	$0.000
Trade Discount	$0.000
Total	$6,414.000

highway maritime projects logistics

ATS Logistics Services, Inc.
dba Sureway Transportation Company
LBX 7130, PO Box 1450
Minneapolis MN 55485-7130
swcredit@atsinc.com

SUREWAY Transportation Company

Customer: AARLI0NY

Statement of Account Page 1

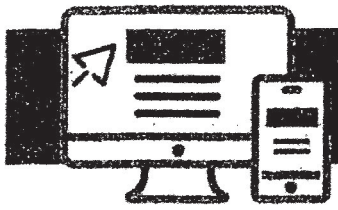
2/4/25 11:43 AM

AARCO ENVIRONMENTAL SERVICES
50 GEAR AVE
LINDENHURST, NY 11757

Invoice#	DueDate	Bill of Lading	Reference	Balance	Due
9200268	02/07/25		205949 AND 205950	374.92	-3

Current	1 - 15	16 - 30	31 - 60	Over 60
374.92	0	0	0	0

222966
JOB # [illegible] DEPARTMENT P&O
DATE 2-17-25 PROJECT MANAGER Carmine
PO # _____ APPROVAL C. G



NOW AVAILABLE
NEW & IMPROVED
CUSTOMER ONLINE PORTAL EXPERIENCE
Updated tracking, notifications, quotes & more...all in one convenient tool!
Sign up with your CSR today!

AARCO Environmental Services Corp.

Invoice

Invoice #: 222651
WO # 222651
Date: 10/15/2024

Billed To: Nassau County Dept of Public Works
1899 Hempstead Park
East Meadow NY 11554

Project: 1490 Franklin Ave, Mineola
Mineola NY

Attn: Barry Kaminer

Representative: Michael Sepe
Billed From: 10/01/2024
Billed To: 10/07/2024

Client P.O # BPNC21000121

Quantity	Description	Price	Ext Price
84.00	Item 3: Labor	$159.00	$13,356.00
1.00	Material	$2,778.21	$2,778.21
1.00	Material mark up (10%)	$277.82	$277.82

A service charge of 1.5% per annum will be charged on all amounts overdue on regular statement dates.

A 3.5% fee will be applied to all credit card payments.
Copy and paste link to your browser: https://aarcoenv.bill-payment.org/

Non-Taxable Amount	$16,412.03
Taxable Amount	$0.00
Sales Tax	$0.00
Deposit	
Amount Due	$16,412.03

50 Gear Avenue
Lindenhurst, NY 11757

Phone (631) 586-5900
Fax (631) 586-5910

JOB# 222651



How doers get more done.

86 JERICHO TURNPIKE, JERICHO NY 11753
TIM RYAN STORE MANAGER (516)997-9595

1213 00035 60240 10/01/24 09:32 AM
SALE CASHIER ALEXANDRIA

750298703007 2X4-8 GD FIR <A>
2X4-8FT PREMIUM FIR
6@3.85 23.10
090489124724 4X4-10#2PT <A>
4X4-10FT #2 PT GC
6@19.38 116.28
019442152963 3/4X11/2GNPL <A>
3/4"X1-1/2" GAL NIPPLE
6@2.21 13.26
019442152987 3/4X21/2GNPL <A>
3/4"X2-1/2" GAL NIPPLE
2@2.61 5.22
019442153069 3/4XCLGANIPL <A>
3/4"XCLOSE GAL NIPPLE
8@1.97 15.76
019442152970 3/4X2GALNIPL <A>
3/4"X2" GAL NIPPLE
2@2.36 4.72
051411643270 3/4 X 2 NIPL <A>
R640 RGD CONDUIT NIP 3/4" X 2" EA
4@2.43 9.72
051411945077 3/4" ELBOW <A>
M065 EMT/RGD PULL ELB 3/4" EA
2@5.60 11.20
019442149284 3/4 GALUNION <A>
3/4" GAL UNION
2@14.18 28.36
051411261924 3/4 R LCKNT <A> 5.44
R200 RGD LOCKNUT 3/4" PK20
887480027723 14X11/2SDRTK <A>
SDRL SCRW ZINC HEX 1/4 X 1-1/2 25PC
2@7.97 15.94
783250683598 WINGTWISTS <A> 14.48
ASST RED&YLW WINGED WIRE CNCTR 150PK
887480073003 GALVWAHSER <A> 22.45
FLAT WASHER GALV 1/2 50PC

SUBTOTAL 285.93
SALES TAX 24.66
TOTAL $310.59
XXXXXXXXXXX3211 AMEX
USD$ 310.59
AUTH CODE 844245/2352441 TA
Chip Read
AID A0000000250108O1 AMERICAN EXPRESS

1213 10/01/24 09:32 AM



1213 35 60240 10/01/2024 6889

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	1	90	12/30/2024

JOB # 222651 ✓

How doers get more done.

202 AIRPORT PLAZA FARMINGDALE,NY 11735
631-753-0814 SM CHRIS MCMULLEN

1267 00061 63430 10/02/24 09:27 AM
SALE SELF CHECKOUT

043425502407 CLEARWELDPRO <A> 21.98
J-B WELD CLEARWELD PRO 8OZ.
043425082770 WATERWELD <A> 7.48
J-B WELD WATERWELD EPOXY PUTTY 2 OZ

SUBTOTAL	29.46
SALES TAX	2.54
TOTAL	$32.00

XXXXXXXXXXX3211 AMEX
USD$ 32.00
AUTH CODE 828514/1611038 TA
Chip Read
AID A0000000025010801 AMERICAN EXPRESS

1267 10/02/24 09:27 AM

1267 61 63430 10/02/2024 3770

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	1	90	12/31/2024

JOB# 222651 ✓



How doers get more done.

202 AIRPORT PLAZA FARMINGDALE,NY 11735
631-753-0814 SM CHRIS MCMULLEN

1267 00004 22733 10/03/24 08:26 AM
SALE CASHIER KIMBERLA

019442153052 3/4X6GALNIPL <A>
3/4"X6" GAL NIPPLE
204.11 8.22
019442153007 3/4X31/2GNPL <A>
3/4"X3-1/2" GAL NIPPLE
302.97 8.91
019442153038 3/4X5GALNIPL <A>
3/4"X5" GAL NIPPLE
203.23 6.46
019442152994 3/4X3GALNIPL <A>
3/4"X3" GAL NIPPLE
202.87 5.74
019442152970 3/4X2GALNIPL <A> 2.36
3/4"X2" GAL NIPPLE
019442153069 3/4XCLGANIPL <A>
3/4"XCLOSE GAL NIPPLE
201.97 3.94
008825150206 7/8 IN.X16 <A> 52.47
DIABLO REBAR DEMON 7/8X16X18 SDS+
019442152963 3/4X11/2GNPL <A> 2.21
3/4"X1-1/2" GAL NIPPLE
077089601305 6PCTRAYKIT <A> 12.98
BETTER"9 IN TRAY SET - 6 PIECE
020066387679 2X FLTBLK <A> 5.98
PAINTERS TOUCH 2X FLAT BLACK
NLP Savings $0.50
020066011611 SR51FLTBROWN <A> 7.98
STOPS RUST 5 IN 1 FLAT BROWN
020066161422 PAINT QT <A> 16.48
STOPS RUST FLAT BROWN QT
1002-168-999 QT RECYC$ <A,U> 0.45
PAINTCARE FEE
NLP Savings $0.00

SUBTOTAL	134.18
SALES TAX	11.57
TOTAL	$145.75

XXXXXXXXXXX3211 AMEX
USD$ 145.75
AUTH CODE 864075/0045238 TA
Chip Read
AID A0000000025010801 AMERICAN EXPRESS

<U> - NON-DISCOUNTABLE ITEM

1267 10/03/24 08:26 AM

1267 04 22733 10/03/2024 1166

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	1	90	01/01/2025

10/2/2024 453223

AARCO ENVIRONMENTAL SERVICES
50 GEAR AVE
LINDENHURST, NY 11757

PICK UP

JOB # 222651 ✓

22651	PICK UP	10/2/24	COD	JA	463551
1		TAG-	TAG: 222651	0.00	0.00
8		WA788008	7/8 X 8 WEDGE ANCHOR SST304	24.83	198.64
			SUBTOTAL		198.64
		CREDIT CARD ...	5 % SURCHARGE FOR CREDIT CARD PAYMENT (AMEX)	5.00%	9.93

INDUSTRIAL
THREADED PRODUCTS
777 MOUNT AVE
WYANDANCH, NY 11798
(631) 665-9300

10/02/2024 11:25

Sale

Trans #: 3 Batch #: 264

CREDIT CARD
AMEX MANUAL
**********3211

TOTAL AMT: USD $226.56

Resp: AP
Code: 281514
Tran ID: 012128898415072
CID Rsp: M-CVD Matches
AVS Rsp: Y-Addr&Zip Match
Description:

Cardholder acknowledges receipt of goods and obligations set forth by the cardholder's agreement with issuer.

X_____

MERCHANT COPY

Subtotal $208.57

Sales Tax (8.625%) $17.99

$226.56

FERGUSON

FEL-MINEOLA, NY #3520
209 HERRICKS RD
MINEOLA, NY 11501-2207

PH: 516-742-1011 FAX: 516-742-1057

ACCEPT B/O = N
SHOWROOM = N
SOURCE = SOE
IB FRT = N 0.0
OB SHP = N 0.0
03 OCT 2024 09:58:2

CASH SALES ORDER
*** COD ***

ORDER NO.	REQUIRED DATE	SHIP WHS.	SELL WHS.
CH545501	10/03/24	3520	3520

WRITER	SALESMAN
SVI	501

CUSTOMER NO.	CUSTOMER ALPHA	CONTRACT NO.	BID NO.	ORDER DATE	ORDERED BY
741481	CASHMISC			10/03/24	

TAG P.O. NO.

INSTRUCTIONS

O&L CONTACT: Sharolyn Vieira

VENDOR

VENDOR P.O. NO.

SOLD TO:
CASH MISC-TRADE/HOMEOWNER
CASH SALE
LAKEWOOD, NJ 08701

CUST PH: 732-363-6288

SHIP TO:
COUNTER PICK UP
209 HERRICKS RD
MINEOLA, NY 11501-2207

SHIP VIA: CPU COUNTER PICK-UP

PCS	BAGS	BOXES	CRATES	LENGTHS	BUNDLES

ROUTE NO. | RUN NO. | DEPART TA

ROUTE DESC.

CUSTOMER P.O. NO. | JOB NAME | ATTN:

SHIP WT. | SHIP DATE | DELIVERED BY | PACKED BY | CHECKED BY

LINE	ORDER QTY.	SHIP QTY.	BO QTY	ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	P.O. NO.	AISLE LOC
1	1	1	0	RTB	1/4 OD X 50 SCFT REF TUBE	49.993	EA	49.99		WN-30-2D
2	2	2	0	B4844WN	*NLA 1/4 OD X 1/4 MIP FLR UNION W/	10.733	EA	21.47		X08-F3-04

PAID 77.62 BY American Express CC# XXXXXXXXXXXX3211 ON 10/03/24

JOB# 222651

$71.46

77.62 W/TAX

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES.
SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.

SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE
71.46	0.00	0.00	6.16	0.00	77.62

CUSTOMER'S SIGNATURE: _____ DATE: _____

TERMS: CASH ON DEMAND

CUSTOMER COPY

CONTINUED

Job# 222651

Search or ask a question

View order details

Order date	Aug 17, 2024
Order #	114-2703170-1861806
Order total	$132.86 (1 item)

Shipment details

Delivered

Delivery Estimate

Monday, August 19, 2024 by 10pm



Glitgate 150W Parking Lot Lights, 22500LM(150LM/W) 5000K Adjustable $185.90

Qty: 1

Sold By: GLITGATE

Track shipment >

Buy it again >

Tech support

Talk to an expert for free setup and troubleshooting help.

West End Supply, Inc
491 Newark Street
Lindenhurst, NY 11757-3002
(631) 884-0900
www.westendsupply.com

INVOICE	Number	Date	Page
	W29741	10/02/24	1

SOLD TO
AARCO ENVIRONMENTAL SERV.

50 GEAR AVE.
LINDENHURST, NY 11757

SHIP TO
AARCO ENVIRONMENTAL SERV.

50 GEAR AVE.
LINDENHURST, NY 11757

RESALE#: 81-0551121

SLM	ACCT #	TELEPHONE #	CUSTOMER P/O #	SHIP VIA	TAX PCT	PAYMENT TERMS	ORDER #
DK	AAENSE	631 586-5900	NC DPW	OUR TRUCK	8.625	NET 30	W30285

LINE #	QTY SHIP	QTY B/O	S/U	PRODUCT #	DESCRIPTION	PACK	UNIT PRICE	SELL U/M	PRICE EXTENSION	T X
01	2		EA	LSI4X16WHTSQPOLELED	4X16 WHT SQ POLE 11GA FOR LED AREA LIGHTS W/BOLTS,CAP,BASE COVER		747.75	EA	1495.50	
02	2		EA	LSIANCHORBOLTS	3/4 X 30 ANCHOR BOLTS 1SET=4PCS. PRICE PER SET TAC: NASSAU COUNTY DPW ORDERED BY CARMINE		76.50	EA	153.00	

# UNITS	SUB TOTAL	TAX	FREIGHT	PLEASE REMIT THIS AMOUNT	INVOICE AMOUNT
4	1648.50	.00	.00		1648.50

SPECIAL MESSAGE	MARKETING MESSAGE	CUSTOMER MESSAGE
	TITLE FOR ANY ITEMS ON THIS INVOICE REMAINS THE 1ROPERTY OF WALTERS WEST END SUPPLY, INC UNTIL PAYMENT IN FULL IS RECEIVED	

IMPORTANT: All claims for damages, deficiencies or any objections to items or prices as stated in this bill are to be made within 3 days of delivery. A service charge at the rate of 1 ½% per month (18% per annum) will be charged on past due accounts. 20% attorney's fees will be added to all overdue accounts placed for collection.

Walters West End Supply, Inc
491 Newark Street
Lindenhurst, NY 11757-3002
(631) 884-0900
www.westendsupply.com

INVOICE	Number	Date	Page
	W29754	10/03/24	1

SOLD TO
AARCO ENVIRONMENTAL SERV.

50 GEAR AVE.
LINDENHURST, NY 11757

SHIP TO
AARCO ENVIRONMENTAL SERV.

50 GEAR AVE.
LINDENHURST, NY 11757

RESALE#: 81-0551121

SLM	ACCT #	TELEPHONE #	CUSTOMER P/O #	SHIP VIA	TAX PCT	PAYMENT TERMS	ORDER #
DK	AAENSE	631 586-5900	NCDPW	OUR TRUCK	8.625	NET 30	W30315

LINE #	QTY SHIP	QTY B/O	S/U	PRODUCT #	DESCRIPTION	PACK	UNIT PRICE	SELL U/M	PRICE EXTENSION	TX
01	1		EA	SPECIAL ITEM	LSI BASE PLATE & CAP FOR LIGHT POLE TAG: NASSAU COUNTY DPW		51.25	EA	51.25	

# UNITS	SUB TOTAL	TAX	FREIGHT	PLEASE REMIT THIS AMOUNT	INVOICE AMOUNT
1	51.25	.00	.00		51.25

SPECIAL MESSAGE	MARKETING MESSAGE	CUSTOMER MESSAGE
	TITLE FOR ANY ITEMS ON THIS INVOICE REMAINS THE PROPERTY OF WALTERS WEST END SUPPLY, INC UNTIL PAYMENT IN FULL IS RECEIVED	

IMPORTANT: All claims for damages, deficiencies or any objections to items or prices as stated in this bill are to be made within 3 days of delivery. A service charge at the rate of 1 ½% per month (18% per annum) will be charged on past due accounts. 20% attorney's fees will be added to all overdue accounts placed for collection.

SOLD TO:
AARCO ENVIRONMENTAL
50 GEAR AVE
LINDENHURST NY 11757-1005

SHIP TO:
AARCO ENVIRONMENTAL
50 GEAR AVE
LINDENHURST NY 11757-1005

ORDER #: 27136015
PO #: TARA
Shipment 1 of 1

QTY ORDERED	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	QTY SHIPPED
3	EA	H-9421	FIRE EXTINGUISHER BRACKET - 30 LB HEAVY DUTY VEHICLE MOUNT	72.00	3

CARRIER: UPS GROUND

TRACKING #:

$72.00

Sincerely,
Uline Customer Service Department
Phone: (800) 295-5510
Email: customer.service@uline.com

Plumber **09/01/2025**

JOB DESCRIPTION Plumber **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2025	05/01/2026
Plumber/ PUMP & TANK	$ 48.24	$ 48.74

SUPPLEMENTAL BENEFITS
Per Hour:

Plumber	$ 40.84	$ 42.84

OVERTIME PAY
See (B, B2, E2, Q, *V) on OVERTIME PAGE
*For Sundays & Holidays if Worked Only

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
One(1) Year Terms at the Following wages :

1st Term	$17.23	$ 17.38
2nd Term	20.80	21.00
3rd Term	25.38	25.63
4th Term	29.94	30.24
5th Term	34.52	34.87

Supplemental Benefits Per Hour:

1st Term	$ 28.08	$ 30.08
2nd Term	28.82	30.82
3rd Term	29.74	31.74
4th Term	30.21	32.21
5th Term	33.59	35.59

4-200 Pump & Tank

Plumber **09/01/2025**

JOB DESCRIPTION Plumber **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

	07/01/2025	11/01/2025	05/01/2026
Plumber MAINTENANCE ONLY	$36.05	$ 37.05	$ 37.05

Maintenance: Correction of problem(s) with the existing fixture or group of fixtures, preventive repairs or servicing of said fixtures.

SUPPLEMENTAL BENEFITS
Per Hour:

Plumber MAINTENANCE ONLY	$ 23.53	$ 23.53	$ 24.53

OVERTIME PAY
See (B, B2, J) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

4-200 Maintance

Plumber **09/01/2025**

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Term(s) at the following Percentage of Journeyman(s) Wage:

1st 6mo	40%
2nd 6mo	50%
2nd year	60%
3rd year	70%
4th year	80%
5th year	90%

Supplemental Benefits:	07/01/2025	04/25/2026
1st 6mo	5% + $5.51	5% + $5.86
2nd 6mo	10% + $6.45	10% + $6.88
2nd year	11% + $7.65	11% + $8.49
3rd year	12% + $10.41	12% + $11.07
4th year	13% + $14.58	13% + $15.51
5th year	14% + $18.46	14% + $19.49

NOTE: Percentages are on "Hourly Wage Paid"
NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

4-25m

Electrician — 09/01/2025

JOB DESCRIPTION Electrician **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2025	4/26/2025
Electrician Pump & Tank	$ 48.65	$ 50.15

SUPPLEMENTAL BENEFITS

Per Hour:		
Electrician Pump & Tank	18% of Hourly Wage paid + $27.24	18% of Hourly Wage paid + 28.61

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

4-25 Pump & Tank

Electrician Lineman — 09/01/2025

JOB DESCRIPTION Electrician Lineman **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Queens, Suffolk

WAGES

	07/01/2025	03/29/2026
Utility Distribution & Transmission Line Construction:		
Per Hour:		
Lineman/Splicer	$ 70.57	$ 73.40
Material Man	61.40	63.86
Heavy Equip. Operator	56.46	58.72
Groundman	42.34	44.04
Flagman	31.76	33.03

Natural Gasline Construction:

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(B3)	Time and one half of the hourly rate after 40 straight hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E5)	Double time after 8 hours on Saturdays
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(I)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays

(S)	Two and one half times the hourly rate for Holidays
(S1)	Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
(T)	Triple the hourly rate for Holidays
(U)	Four times the hourly rate for Holidays
(V)	Including benefits at SAME PREMIUM as shown for overtime
(W)	Time and one half for benefits on all overtime hours.
(X)	Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED: February 26, 2026 AT 11:00 A.M. PP 3/17/2026
BID NO: 90783-02266-015
REQ. NO: N/A
TITLE: Testing of Underground Petroleum Storage Tanks

ITEM #	ARTICLE	QTY	UNIT	METRO ENVIRONMENTAL SERVICES, LLC	AARCO ENVIRONMENTAL SERVICES CORP.	THE FRANKLIN COMPANY CONTRACTORS, INC.	GEMSTAR CONSTRUCTION CORPORATION	ISLAND PUMP AND TANK	AVENTURA CONSTRUCTION CORP.				DETAILS OF AWARD	
				1	2	3	4	5	6	7	8	9	TO NO.	AMOUN
1	Testing of petroleum product storage tanks - < 1,000 gallons		Ea.	650.00	695.00	950.00	2025.00	475.00	930.00					
2	Testing of petroleum product storage tanks – 1,001 to 4,000 gallons		Ea.	700.00	795.00	1000.00	2025.00	650.00	930.00					
3	Testing of petroleum product storage tanks – 4,001 to 10,000 gallons		Ea.	725.00	895.00	1250.00	2025.00	700.00	1580.00					
4	Testing of petroleum product storage tanks - > 10,000 gallons		Ea.	750.00	995.00	1600.00	2025.00	700.00	1580.00					
5	Two (2) year Functionally testing of submersible pumps rate		Ea.	750.00	195.00	800.00	750.00	425.00	930.00					
6	Yearly leak detection of submersible pumps		Ea.	550.00	195.00	650.00	750.00	425.00	930.00					
	Repairs made during testing:													
7	Labor – Straight time (between the hours of 7:00am – 3:00pm Monday to Friday)		Hr.	176.74	165.00	185.00	195.00	180.00	185.00					
8	Labor – Overtime (all hours after 3:00pm and before 7:00am, all day Saturday and Sunday)		Hr.	238.03	175.00	225.00	250.00	180.00	210.00					
9a.	Material rates: cost +		%	10%	18%	20%	10%	20%	25%					
9b.	Material rates: List price –		%	0%	0%	0%	5%	0%	5%					
10	There will be no mark up on all rental equipment including but not limited to Roll Off Containers, Vac. Trucks, Guzzler Trucks and excavation equipment will be paid at cost plus 0.00% Self-owned equipment will be billed at the rental rate blue book for that year.		No Price	No Price	No Price	No Price	No Price	No Price	No Price	No Price	No Price	No Price		
	Repairs made during non-testing periods:													
11	Labor – Straight time (between the hours of 7:00am – 3:00pm Monday to Friday)		Hr.	210.00	185.00	225.00	195.00	180.00	395.00					
12	Labor – Overtime (all hours after 3:00pm and before 7:00am, all day Saturday and Sunday)		Hr.	271.03	195.00	275.00	250.00	235.00	435.00					
13a	Material rates: cost +		%	10%	18%	20%	10%	20%	25%					
13b	Material rates: List price –		%	0%	0%	0%	5%	0%	5%					
14	There will be no mark up on all rental equipment including but not limited to Roll Off Containers, Vac. Trucks, Guzzler Trucks and excavation equipment will be paid at cost plus 0.00%		No Price	No Price	No Price	No Price	No Price	No Price	No Price	No Price	No Price	No Price		
	Transfer and refill of tank:													
15	Price per gallon		Gal	0.79	0.79	7.00	1.25	1.05	3.00					
16	Liquid disposal rate per gallon		Gal	1.66	1.35	2.00	2.70	1.05	2.65					
17	Solid disposal rate per ton		Ton	159.00	179.00	250.00	550.00	325.00	95.00					
PRPARED BY			**TERMS**	NET	NET	NET	NET	NET	NET	NET	NET	NET		

Claudia Colasurdo hereby certifies that the bids listed above were opened at the time an place specified therein and that the above is a correct transcription from all original bids received.

Date 3/17/26 Claudia Colasurdo

PUBLIC BID OFFICER

Informal bid title:

Comparison OF Bids

Recommended Vendor N/A
Requisition # N/A
Pre-Encumbrance: N/A
Buyer Timothy Funaro
Purchase Order #

% and $ amount of difference plus or minus over Pre-Encumbrance #VALUE! #VALUE!

Vendors

		AARCO		Island Pump		Metro		Gemstar		The Franklin		Page 1
line	qty	unit price	extended	unit price	extended	unit price	extended	unit price	extended	unit price	extended	low bid
1	1	695.00	695.00	475.00	475.00 #	650.00	650.00	2025.00	2025.00	950.00	950.00	475.00
2	1	795.00	795.00	650.00	650.00	700.00	700.00	2025.00	2025.00	1000.00	1000.00	650.00
3	1	895.00	895.00	700.00	700.00	725.00	725.00	2025.00	2025.00	1250.00	1250.00	700.00
4	1	995.00	995.00	700.00	700.00	750.00	750.00	2025.00	2025.00	1600.00	1600.00	700.00
5	1	195.00	195.00	425.00	425.00	750.00	750.00	750.00	750.00	800.00	800.00	195.00
6	1	195.00	195.00	425.00	425.00	550.00	550.00	750.00	750.00	650.00	650.00	195.00
7	1	165.00	165.00	180.00	180.00	176.74	176.74	195.00	195.00	185.00	185.00	165.00
8	1	175.00	175.00	180.00	180.00	238.03	238.03	250.00	250.00	225.00	225.00	175.00
9	1	18.00	18.00	20.00	20.00	10.00	10.00	10.00	10.00	20.00	20.00	10.00
10	1	0.00	0.00	0.00	0.00	0.00	0.00	5.00	5.00	0.00	0.00	0.00
11	1	185.00	185.00	180.00	180.00	210.00	210.00	195.00	195.00	225.00	225.00	180.00
12	1	195.00	195.00	235.00	235.00	271.03	271.03	250.00	250.00	275.00	275.00	195.00
13	1	18.00	18.00	20.00	20.00	10.00	10.00	10.00	10.00	20.00	20.00	10.00
14	1	0.00	0.00	0.00	0.00	0.00	0.00	5.00	5.00	0.00	0.00	0.00
15	1	0.79	0.79	1.05	1.05	0.79	0.79	1.25	1.25	7.00	7.00	0.79
16	1	1.35	1.35	1.05	1.05	1.66	1.66	2.70	2.70	2.00	2.00	1.05
17	1	179.00	179.00	325.00	325.00	159.00	159.00	550.00	550.00	250.00	250.00	159.00
18	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
32	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
33	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
34	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
35	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
sum			4707.14	0.00	4517.10		5202.25		11073.95		7459.00	
ship	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		Total	4707.14	Total	4517.10	Total	5202.25	Total	11073.95	Total	7459.00	3810.84
Delivery		5 Days		15 Days		10 Days		15 Days		N/A		
Terms		Net 30		Net 30		Net 30		Net 30		Net 30		
F.O.B.		Dest.		Dest.		Dest.		Dest.		Dest.		
Vin		810551121		112564960		161625396		133604901		111779211		
Tel No.		631-586-5900		631-462-2226		631-393-6655		718-442-8200		718-762-5200		
Verbal		Steven Plofker		Mary Crisafulli		Adam Robus		John Saia		William Klein		
Date		03/17/2026 sealed bid		03/17/2026 sealed bid		03/17/2026 sealed bid		03/17/2026 sealed bid		03/17/2026 sealed bid		

Notes Formal Sealed Bid Number 90783-02266-015 Title: Testing of Underground Petroleum Storage Tanks

*** key 0= No bid**

Informal bid title:

Comparison OF Bids

Recommended Vendor N/A
Requisition # N/A
Pre-Encumbrance: N/A
Buyer Timothy Funaro
Purchas Order #

% and $ amount difference plus or minus over Pre-Encumbrance #VALUE! #VALUE!

Vendors

		Aventura		Vendor # 2		Vendor # 3		Vendor # 4		Vendor # 5		Page 2
line	qty	unit price	extended	unit price	extended	unit price	extended	unit price	extended	unit price	extended	low bid
1	1	930.00	930.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	930.00
2	1	930.00	930.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	930.00
3	1	1580.00	1580.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1580.00
4	1	1580.00	1580.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1580.00
5	1	930.00	930.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	930.00
6	1	930.00	930.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	930.00
7	1	185.00	185.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	185.00
8	1	210.00	210.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	210.00
9	1	25.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00
10	1	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00
11	1	395.00	395.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	395.00
12	1	435.00	435.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	435.00
13	1	25.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00
14	1	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00
15	1	3.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00
16	1	2.65	2.65	0.00	0.00	0.00	0.00	0.00	0.00		0.00	2.65
17	1	95.00	95.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	95.00
18	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
19	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
20	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
21	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
22	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
23	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
24	0	0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00	0.00
25	0	0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00	0.00
32	0	0.00	0.00		0.00		0.00		0.00		0.00	0.00
33	0	0.00	0.00		0.00		0.00		0.00		0.00	0.00
34	0	0.00	0.00		0.00		0.00		0.00		0.00	0.00
35	0	0.00	0.00		0.00		0.00		0.00		0.00	0.00
sum			8265.65		0.00		0.00		0.00		0.00	
ship	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		Total	8265.65	Total	0.00	Total	0.00		0.00	Total	0.00	8265.65
Delivery		15 Days										
Terms		Net 30										
F.O.B.		Dest.										
Vin		260397243										
Tel No.		631-654-0660										
Verb		Frank DeMeyer										
Date		03/17/2026 sealed bid										

Notes Formal Sealed Bid number 90783-02266-015 Title: Testing of Underground Petroleum Storage Tanks

*** key 0=No Bid**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/13/2025

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

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

PRODUCER Hub International Northeast Limited 5 Bryant Park 4th Floor New York NY 10018 License#: BR-767175	**CONTACT NAME:** Erin Healey **PHONE (A/C, No, Ext):** 212-338-2000 **FAX (A/C, No):** 212-338-2100 **E-MAIL ADDRESS:** erin.healey@hubinternational.com
INSURED AARCO Environmental Services Corp. 50 Gear Ave Lindenhurst NY 11757-1005 AARCENV-02	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Great Divide Insurance Company / 25224 **INSURER B :** Key Risk Insurance Company / 10885 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 277533751 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	ECP2019088-19	10/13/2025	10/13/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BAP2019087-19	10/13/2025	10/13/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	**UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	Y	FFX2019090-19	10/13/2025	10/13/2026	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WCA2019630-19	10/13/2025	10/13/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A A	Contractors Pollution Liability Professional Liability	Y	Y	ECP2019088-19 ECP2019088-19	10/13/2025 10/13/2025	10/13/2026 10/13/2026	Each Poll. Condition Each Claim	1,000,000 1,000,000

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

Blanket Additional Insured for General Liability/Pollution Liability provided by endorsement #ECP1246 0121 and #ECP1248 0121 (includes Primary, Non-Contributory wording.). Umbrella policy is excess all primary coverages including General Liability, Pollution Liability, Professional Liability, Automobile Liability and Employers Liability.

Nassau County is included as additional insured, on a primary and non-contributory basis, with respect to General Liability, Auto Liability, and Excess Liability, on a primary and non-contributory basis, if required by written contract pursuant to policy terms, conditions, definitions, and exclusions. Waiver of Subrogation applies with respect to General Liability, Auto Liability, Excess Liability and Workers Compensation if required by written contact pursuant to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

Nassau County
240 Old Country Road
Mineola NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2019088-19	10/13/2025	10/13/2026	10/13/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured**:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and

2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph **1.** above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability,** or personal injury or advertising injury under **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

a. Your acts or omissions; or
b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional **insured** described in Paragraph **1.** or **2.** above.

However, the insurance afforded to such additional **insured** described above:

a. Only applies to the extent permitted by law; and
b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
c. Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional **insured** under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

II. With respect to the insurance afforded to these additional **insureds**, the following additional exclusions apply:

This insurance does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage**, or the offense which caused the **personal and advertising injury**, involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

b. **Bodily injury** or **property damage** occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional **insured**(s) at the location of the **covered operations** has been completed; or

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(2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **I.1.**; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

1. **Duties -- Additional Insured**

   An additional **insured** must see to it that:

   a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit;**
   b. We receive written notice of a **claim** or **suit** as soon as practicable; and
   c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS AUTOMATIC STATUS – COMPLETED OPERATIONS – COVERAGE A, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2019088-19	10/13/2025	10/13/2026	10/13/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured**:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and

2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph **1.** above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability,** directly caused by **your work** performed for the additional **insured** described in Paragraph **1.** or **2.** above, and included in the **products-completed operations hazard**.

However, the insurance afforded to such additional **insured** described above:

a. Only applies to the extent permitted by law; and
b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**; and
c. Will not extend beyond that which is provided to you in this policy.

II. With respect to the insurance afforded to these additional **insureds**, the following additional exclusions apply:

This insurance does not apply to:

a. **Bodily injury** or **property damage** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage** involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:
1. Required by the contract or agreement described in Paragraph **I.1.**; or
2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI –**

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REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

1. **Duties -- Additional Insured**

   An additional **insured** must see to it that:

   a. We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim** or **suit;**
   b. We receive written notice of a **claim** or **suit** as soon as practicable; and
   c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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POLICY CHANGES

POLICY CHANGE NUMBER:

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
ECP2019088-19	10/13/2025	Great Divide Insurance Company

NAMED INSURED	AUTHORIZED REPRESENTATIVE
AARCO Environmental Services Corp. 50 Gear Ave Lindenhurst, NY 11757	

COVERAGE PARTS AFFECTED:

Environmental Combined Policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Paragraph **12. Transfer Of Rights Of Recovery Against Others To Us** of **SECTION V – POLICY CONDITIONS:**

We waive any right of recovery against any person or organization, because of payments we make under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, **COVERAGE C – MEDICAL PAYMENTS and COVERAGE D – CONTRACTORS POLLUTION LIABILITY**, to whom the insured has waived its right of recovery in a written contract or written agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CANCELLATION PROVISIONS

ADVICE OF CANCELLATION TO OTHER PARTIES

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2019088-19	10/13/2025	10/13/2026	10/13/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. The following is added to **SECTION VII – CONDITIONS, 2. Cancellation:**

c. If we cancel this policy prior to the expiration date for any statutorily permitted reason other than nonpayment of the premium, we will provide Advice of Cancellation via e-mail to those Certificate Holders with whom you have agreed in writing in a contract or agreement to notify of cancellation of this policy. This Advice of Cancellation can only be provided once the following conditions have been satisfied:

(1) Following your receipt of a Notice of Cancellation by us, you provide to us, in the format we prescribe, the e-mail address of a contact for each Certificate Holder to be notified; and

(2) We are in receipt of this information prior to this policy's cancellation effective date.

Failure to furnish this information promptly, or providing incomplete or inaccurate information will relieve us of our obligations under this endorsement.

We will provide Advice of Cancellation via e-mail to each such Certificate Holder as soon as practicable following our receipt of such information.

Proof of our emailing the Advice of Cancellation, using the information provided by you, will serve as proof that we have fully satisfied our obligations under this Endorsement.

II. This Endorsement does not affect, in any way, coverage provided under this policy, or the cancellation of this policy or the effective date thereof, nor shall this Endorsement confer any rights to any person(s) or organization(s) not insured under this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Named Insured: AARCO Environmental Services Corp.
Endorsement Effective Date: 10/13/2025

SCHEDULE

Name Of Person(s) Or Organization(s):
As required by wriiten contract agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II -** Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	AARCO Environmental Services Corp.
Endorsement Effective Date:	10/13/2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any Principal wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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BUSINESS AUTO COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

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19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire after the policy period begins of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire after the policy period begins will be a covered "auto" for that coverage only if:
   a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
   b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.
3. An "auto" that is leased or rented to you without a driver, under a written agreement for a continuous period of at least six months that requires you to provide primary insurance covering such "auto", will be considered a covered "auto" you own.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a registered Gross Vehicle Weight Rating of 3,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
   a. Breakdown;
   b. Repair;
   c. Servicing;
   d. "Loss"; or
   e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

a. You for any covered "auto".
b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

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(1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

(5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

(1) All expenses we incur.

(2) Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

(5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

(1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

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b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

a. An "employee" of the "insured" arising out of and in the course of:

(1) Employment by the "insured"; or

(2) Performing the duties related to the conduct of the "insured's" business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

(1) Whether the "insured" may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or

b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed;

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or

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(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

(1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

14. Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of "unmanned aircraft".

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

   a. Comprehensive Coverage

   From any cause except:

   (1) The covered "auto's" collision with another object; or

   (2) The covered "auto's" overturn.

   b. Specified Causes Of Loss Coverage

   Caused by:

   (1) Fire, lightning or explosion;

   (2) Theft;

   (3) Windstorm, hail or earthquake;

   (4) Flood;

   (5) Mischief or vandalism; or

   (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

   c. Collision Coverage

   Caused by:

   (1) The covered "auto's" collision with another object; or

   (2) The covered "auto's" overturn.

2. **Towing And Labor**

   We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" that is a private passenger type, light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

3. **Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

   If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

   a. Glass breakage;

   b. "Loss" caused by hitting a bird or animal; and

   c. "Loss" caused by falling objects or missiles.

   However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. **Coverage Extensions**

   a. Transportation Expenses

   We will pay up to $30 per day, to a maximum of $900, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

   b. Loss Of Use Expenses

   For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

   (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";

   (2) Specified Causes of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

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(3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $30 per day, to a maximum of $900.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

   a. Nuclear Hazard

   (1) The explosion of any weapon employing atomic fission or fusion; or

   (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

   b. War Or Military Action

   (1) War, including undeclared or civil war;

   (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

   (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

   a. Wear and tear, freezing, mechanical or electrical breakdown.

   b. Blowouts, punctures or other road damage to tires.

   This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

   a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

   b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

   c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

   d. Any accessories used with the electronic equipment described in Paragraph **c.** above.

5. Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

   a. Permanently installed in or upon the covered "auto";

   b. Removable from a housing unit which is permanently installed in or upon the covered "auto";

   c. An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or

   d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

   a. "Loss" to any one covered "auto" is the lesser of:

   (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

   (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

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b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is $1,000, if, at the time of "loss", such electronic equipment is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or

(3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit Of Insurance, provided that:

1. The Comprehensive or Specified Causes Of Loss Coverage deductible applies only to "loss" caused by:

a. Theft or mischief or vandalism; or

b. All perils.

2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:

a. Theft or mischief or vandalism; or

b. All perils,

will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes Of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this Policy unless there has been full compliance with the following duties:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

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(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this Policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own; or

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(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this Policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this Policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the Policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

(1) The United States of America;

(2) The territories and possessions of the United States of America;

(3) Puerto Rico;

(4) Canada; and

(5) Anywhere else in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;

2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

J. "Loss" means direct and accidental loss or damage.

K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
   a. Power cranes, shovels, loaders, diggers or drills; or
   b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph **1.**, **2.**, **3.** or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
   a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
   b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph **1.**, **2.**, **3.** or **4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
   a. Equipment designed primarily for:
      (1) Snow removal;
      (2) Road maintenance, but not construction or resurfacing; or
      (3) Street cleaning;
   b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
   c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or
2. A "covered pollution cost or expense";

to which this insurance applies, are alleged.

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"Suit" includes:

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

Q. "Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC 00 03 13 04 84

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required in writing by contract or agreement prior to loss.

© 1983 National Council on Compensation Insurance

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

FOLLOW FORM EXCESS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Where required by written contract between the Named Insured and an Additional Insured.

Paragraph **8.** Of **Section III – Conditions** is deleted and replaced by the following:

8. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. However:

(1) This condition will not apply to other insurance specifically written as excess over this Coverage Form.

(2) The insurance provided under this Coverage Form will not seek contribution from any other insurance available to an additional insured, provided that:

(a) The additional insured is a Named Insured under such insurance;

(b) The additional insured is shown in the Schedule; and

(c) You have agreed in writing in a contract or agreement that this insurance would not seek contribution from any other insurance available to the additional insured.

When this insurance is excess, if no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the **ultimate net loss** that exceeds:

(1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Form; plus

(2) The total of all deductible and self-insured amounts under all that other insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

USDOT Number: _____ Date Received: _____

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. his requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration, Registration Division.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.

United States Department of Transportation
Federal Motor Carrier Safety Administration

Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980

FORM MCS-90

Issued to AARCO Environmental Services Corp. *(Motor Carrier name)* **of** 50 Gear Avenue Lindenhurst, NY 11757 *(Motor Carrier state or province)*

Dated at 101 Hudson Street, 25th Floor, Jersey City, NJ 07302 **on this** 10 **day of** October, 2025

Amending Policy Number: BAP2019087-19 **Effective Date:** 10/13/2025

Name of Insurance Company: Key Risk Insurance Company

Countersigned by: Chris DeLauder
(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown *(check only one)*:

☒ *This insurance is primary and the company shall not be liable for amounts in excess of $* 1,000,000 *for each accident.*

☐ *This insurance is excess and the company shall not be liable for amounts in excess of $* _____ *for each accident in excess of the underlying limit of $* _____ *for each accident.*

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA , to verify that the policy is in force as of a particular date. The telephone number to call is: 201-748-3043.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at https://portal.fmcsa.dot.gov/UrsRegistrationWizard/

(continued on next page)

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

SCHEDULE OF LIMITS - PUBLIC LIABILITY

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Property (nonhazardous)	$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,001 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,001 pounds).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	$5,000,000

*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

Nassau County Shared Services,
Office of Purchasing

Staff Summary A-65-2026

Subject: A/C MAINTENANCE & REPAIR Solicitation #91036-07076-151	Date: August 4, 2026
Department: Shared Services, Office of Purchasing	Vendor Name: ComfortKool HVAC, Inc.
Department Head Name: Melissa Gallucci	Contract Number: A-65-2026
Department Head Signature: Melissa Gallucci	Contract Manager Name: Deanna Prendergast, Buyer

Internal Approvals			
Date & Initial	**Approval**	**Date & Initial**	**Approval**
8/19/2026 GDZ	Chief Procurement Officer	BO 8/24/26	Budget
8/19/26 JES	County Attorney	AN 8/24/26	County Executive
8/20/26 SM	Insurance		

Significant Adverse Information Identified? Yes ○ / No ◉ (If Yes, attach memo.)

Purpose: To authorize and award a blanket purchase order for the Department of Public Works for A/C Maintenance & Repair

Discussion: This solicitation was advertised in The NY Post, New York State Contract Reporter, and posted to the Nassau County Bid Solicitation Board. Minority Affairs was also notified of this solicitation.

Vendors Viewed the solicitation: 30

- 7 Woman Owned business
- 11 Minority (African/American)
- 19 Small Business
- 0 Service Disabled (Veteran) Owned
- 0 Veteran Owned Business
- 11 None of the Above

Vendors bid on this solicitation: 5

- 1 Woman Owned Business
- 1 Minority (African/American)
- 3 Small Business
- 0 Service Disabled (Veteran) Owned
- 0 Veteran Owned Business
- 2 None of the Above

RECEIVED
2026 AUG 25 A 11: 18
NASSAU COUNTY
CLERK OF THE LEGISLATURE

The Identified lowest responsible bidder is ComfortKool HVAC, Inc. is listed as a Minority Owned and Small Business

Impact on Funding/Term: The maximum amount authorized under this blanket purchase order, including any renewal options that may be exercised by the Commissioner of Shared Services, shall be Seven Hundred and Fifty Thousand Dollars ($750,000.00) from Capital funds (PWCAPCAP 00005/00006) and General Funds (PWGEN0640, DE500). The term of this blanket purchase order shall be for a period of one (1) year from the effective date, with the Commissioner of Shared Services option to renew up to an additional four (4) one (1) year periods and additional two (2) month period for a total term of five (5) years and two (2) months.

Recommendation: Department of Shared Services, Office of Purchasing recommends an award be given to ComfortKool HVAC, Inc. as the lowest responsible bidder meeting specifications.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-65-2026**

FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: AUGUST 4, 2026

SUBJECT: RESOLUTION– NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE AMOUNT OF SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS ($750,000.00) ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS TO COMFORTKOOL HVAC, INC. FOR A/C MAINTENANCE & REPAIR.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

Melissa Gallucci

MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

VB: gb
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM

RULES RESOLUTION 2026

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND COMFORTKOOL HVAC, INC.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation #91036-07076-151 for A/C Maintenance & Repair for the Department of Public Works as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that ComfortKool HVAC, Inc. submitted the lowest responsible bid and meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Blanket Purchase order with Comfortkool HVAC, inc.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

Electronically signed and certified at the date and time indicated by:
Joel Dickmann [JOEL@COMFORTKOOL.COM]

Dated: 08/11/2026 08:00:26 pm

Vendor: Comfort Kool HVAC INC

Title: CFO

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

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

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

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

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."
(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflict Exists

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

No Conflict Exists

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

No Conflict Exists

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

Should a conflict arise we would notify the county and adhere to their guidelines

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

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

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

Business History Form

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

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

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

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

Date: 03/25/2024

1) Proposer's Legal Name: Comfort- Kool HVAC Incorp

2) Address of Place of Business: 1200 Shames Drive Suite D

City: Westbury State/Province/ Territory: NY Zip/Postal Code: 11590

Country: US

3) Mailing Address (if different):

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

Country: US

Phone: (516) 595-7003

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

4) Dun and Bradstreet number: 045038574

5) Federal I.D. Number: 043666821

6) The proposer is a: Corporation (Describe)

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

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

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

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

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

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

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

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

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

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

i) Date of formation;

05/10/2002

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

Joel Dickmann - 72 Vinton St, Long Beach, NY, 11561 - TITLE CFO
Dan Dickmann - 202 Manhattan Ave, West Babylon, NY , 11704 - TITLE CEO
Elena Dickmann - 717 Clemons st, Bellmore, NY 11516 -TITLE COO
Margaret Crespo Dickmann - 717 Clemons st, Bellmore, NY 11590 - PRESIDENT

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

All Officers and directors were listed above . All executive decisions for the company are made by the individuals listed in the above ii section

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

16

vi) Annual revenue of firm;

4500000

vii) Summary of relevant accomplishments

Current mechanical contractor for North Shore School Consortium. Managing HVAC/R equipment for majority of school districts
Current mechanical contractor for Suffolk County Corrections , managing HVAC/R equipment
Completed multi large phase commercial HVAC/R Systems installations ranging from chillers, rtus, vrv systems to sub zero specalized refrigeration rooms for medical equipment

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

1 File(s) uploaded: Joel D EPA License.jpg

B. Indicate number of years in business.

23

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

Our technicians are EPA 608 Universal certified and are trained on the latest equipment trends in order to provide a diverse knowledge base.
Comfort Kool has built an excellent relationship with all supply houses located on long island and NYC. We pride ourselves with being able to get parts into customers ASAP.
We continue to grow by offering manufacture training courses to our technicians and staff. Allowing us to keep a competitive edge in this industry.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or

who are qualified to evaluate the Proposer's capability to perform this work.

Company	NYC Housing & Preservation		
Contact Person	Hector Padilla		
Address	100 Gold Street		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 863-5783		
Fax #			
E-Mail Address	padillah@hpd.nyc.gov		

Company	Suffolk County Corrections		
Contact Person	Todd Kalachik		
Address	100 Center Drive		
City	Riverhead	State/Province/Territory	NY
Country	US		
Telephone	(631) 852-4716		
Fax #			
E-Mail Address	todd.kalachik@suffolkcountyny.gov		

Company	North Shore School Consortium		
Contact Person	Mathew Chervallil		
Address	112 Franklin Ave		
City	Sea Cliff	State/Province/Territory	NY
Country	US		
Telephone	(516) 277-7835		
Fax #			
E-Mail Address	cheravallilm@northshoreschools.org		

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

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

CERTIFICATION

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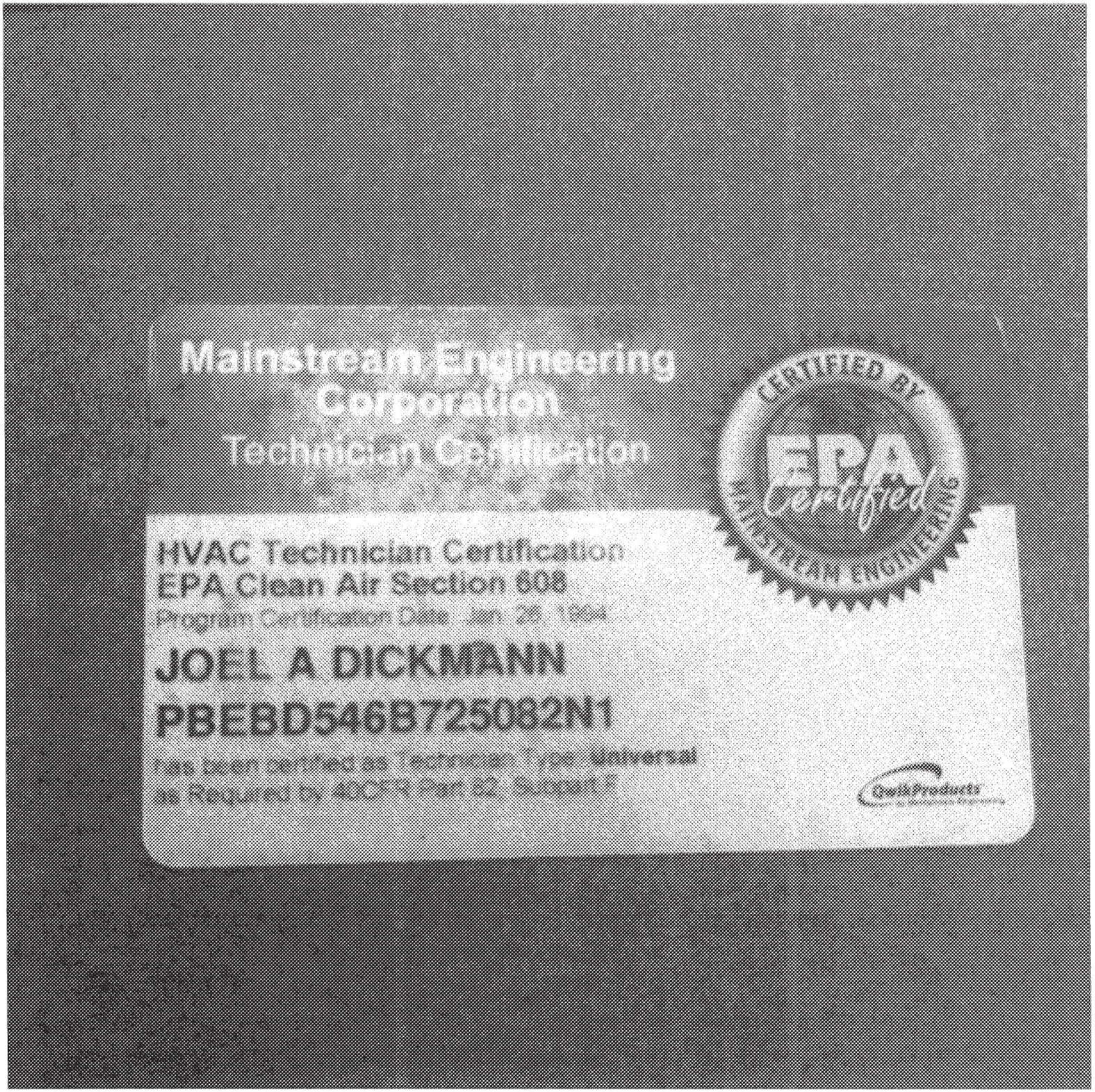
Name of submitting business: Comfort Kool HVAC Inc

Electronically signed and certified at the date and time indicated by:
Joel Dickmann JOEL@COMFORTKOOL.COM

CFO
Title

08/12/2026 09:02:37 am
Date


Mainstream Engineering
Corporation
Technician Certification
CERTIFIED BY
EPA
Certified
MAINSTREAM ENGINEERING
HVAC Technician Certification
EPA Clean Air Section 608
Program Certification Date: Jan. 26, 1994
JOEL A DICKMANN
PBEBD546B725082N1
has been certified as Technician Type: Universal
as Required by 40CFR Part 82, Subpart F
QwikProducts

Commercial HVAC — Non-Toxic Substances List
For Vendor Audit / Right-to-Know Certification

Prepared for: [Nassau DPW]
Prepared by: [Joel Dickmann / Comfort Kool HVAC]
Date: July 2nd, 2026

Basis of Classification: The following substances are NOT classified as acutely toxic under OSHA's Hazard Communication Standard (29 CFR 1910.1200) / GHS Acute Toxicity Categories 1–3. None carry the GHS skull-and-crossbones "TOXIC" pictogram. All SDS documents are available upon request or via the links provided.

#1 - REFRIGERANTS

Product	Manufacturer	OSHA/GHS Classification	SDS
Freon™ 410A (R-410A)	Chemours	Simple Asphyxiant; Liquefied Gas	https://www.hudsontech.com/pdfs/SDS/R-410A/Freon-R-410A-Refrigerant.pdf
Opteon™ XL41 (R-454B)	Chemours	Simple Asphyxiant; Liquefied Gas	https://www.hudsontech.com/pdfs/SDS/R-454B/R-454B_Chemours.pdf
Freon™ 32 (R-32)	Chemours / Daikin	Flammable Gas Cat 1; Simple Asphyxiant; STOT SE Cat 3	https://www.hudsontech.com/wp-content/uploads/Freon_R32_Refrigerant.pdf
Freon™ 22 (R-22)	Chemours	Simple Asphyxiant; STOT SE Cat 3 (narcotic effects at high concentration)	https://labelsds.com/images/user_uploads/Freon%20R-22%20SDS%204-21-23.pdf

> R-22 and R-32 carry STOT SE Cat 3 (Warning) for narcotic effects at very high concentrations, but are NOT classified as acutely toxic (no skull-and-crossbones). R-22 appears on some state RTK hazardous substance lists — confirm applicability in your state.

#2 - LUBRICANTS & OILS

Product	Manufacturer	OSHA/GHS Classification	SDS
Copeland POE Compressor Oil 3MAW	Emerson / Copeland	Skin Irritant Cat 2; Eye Irritant Cat 2	https://www.emerson.com/documents/commercial-residential/sds-sheet-en-us-5074064.pdf
ComStar Polyol Ester Oil 32 (POE)	ComStar Products	Skin Irritant; Eye Irritant	https://www.comstarproducts.com/pub/media/wysiwyg/pdfs/SDS%20ComStar%20Polyol%20Ester%20Oil%2032%20(POE)%20150%20SUS%2045-008,%205%20gallon.pdf

> POE oils are classified as irritants only. No acute toxicity classification. Mobil EAL Arctic carries an Aspiration Hazard (Cat 1) if

swallowed — this is a physical hazard, not a systemic toxic classification.

#3 - INSULATION & FIBERGLASS

Product	Manufacturer	OSHA/GHS Classification	SDS
AP ArmaFlex Self-Adhesive (EPDM)	Armacell	Skin Irritant; Eye Irritant; STOT SE Cat 3 (respiratory irritation)	https://www.armacell.com/sites/default/files/2025/06/11/AP-ArmaFlex%20Self-Adhesive%20-%20Safety%20Datasheet%20-%20en-US.pdf
EcoTouch® Flexible Duct Insulation	Owens Corning	Skin/Eye/Respiratory Irritant; Carcinogenicity Cat 2 (suspected, glass fibers)	https://www.buildsite.com/pdf/owenscorning/EcoTouch-Insulation-for-Flexible-Duct-SDS-2076585.pdf
Fiberglas™ 700 Series Duct Liner	Owens Corning	Skin/Eye/Respiratory Irritant; Carcinogenicity Cat 2 (suspected, glass fibers)	https://www.buildsite.com/pdf/owenscorning/Fiberglas-700-Series-SDS-2078395.pdf

> Owens Corning fiberglass products carry a Carcinogenicity Category 2 classification (suspected carcinogen — IARC Group 2B). This is NOT an acute toxicity classification, but should be disclosed separately if the audit form asks about carcinogens.

#4- LEAK DETECTION DYES

Product	Manufacturer	OSHA/GHS Classification	SDS
AC Universal Dye	Yellow Jacket	Skin Irritant; Eye Irritant	https://yellowjacket.com/wp-content/uploads/2015/01/SDS-AC-Universal-Dye.pdf
LeakFinder Dyes (various)	Tracer Products	Skin/Eye Irritant (glycol-based carrier)	https://tracerproducts.com/leakfinder-sds/
AR-GLO® 5 / AR-GLO® 5E UV Dye	Spectroline	Skin/Eye Irritant	https://spectroline.com/sds/

> UV leak detection dyes are among the lowest-hazard products in commercial HVAC supply. Glycol-based carriers and fluorescent pigments at use concentrations are classified as irritants only.

PRINCIPAL QUESTIONNAIRE FORM

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

1. Principal Name: Joel Dickmann
   Date of birth: 05/16/1989
   Home address: 72 Vinton St
   City: Long Beach State/Province/Territory: NY Zip/Postal Code: 11561
   Country: US

   Business Address: 1200 Shames Dr Suite D
   City: Westbury State/Province/Territory: NY Zip/Postal Code: 11590
   Country US
   Telephone: 5165957003

   Other present address(es): 1200 Shames Dr Unit D
   City: Westbury State/Province/Territory: NY Zip/Postal Code: 11590
   Country: US
   Telephone: 5165957003

   List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer	08/10/2017	Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   40% SHAREHOLDER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Comfort Kool HVAC Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Joel Dickmann JOEL@COMFORTKOOL.COM

CFO

Title

08/04/2026 02:38:52 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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1. Principal Name: Daniel Dickmann
   Date of birth: 04/26/1983
   Home address: 202 Manhattan Ave
   City: West Babylon State/Province/ Territory: NY Zip/Postal Code: 11710
   Country: US

   Business Address: 1200 Shames Dr, Suite D
   City: Westbury State/Province/ Territory: NY Zip/Postal Code: 11590
   Country US
   Telephone: 5165957003

   Other present address(es):
   City: Westbury State/Province/ Territory: NY Zip/Postal Code: 11590
   Country: US
   Telephone: 5165957003

   List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	07/17/2017
Chief Exec. Officer	05/17/2023	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   40% Owner of company

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

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

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

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

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

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

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12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
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I, Daniel Dickmann , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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Comfort-Kool HVAC INC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Daniel Dickmann DAN@COMFORTKOOL.COM

CEO

Title

08/04/2026 02:41:37 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name: Elena Dickmann
   Date of birth: 11/19/1990
   Home address: 18 Terry Avenue
   City: Amityville State/Province/ Territory: NY Zip/Postal Code: 11701
   Country: US

   Business Address: 1200 Shames Dr Unit D
   City: Westbury State/Province/ Territory: NY Zip/Postal Code: 11590
   Country US
   Telephone: 5165957003

   Other present address(es):
   City: Westbury State/Province/ Territory: NY Zip/Postal Code: 11590
   Country: US
   Telephone: 5165957003

   List of other addresses and telephone numbers attached

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Chairman of Board		Shareholder	08/10/2017
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	08/10/2017		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   10% SHAREHOLDER

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

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

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

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

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

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

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

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
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YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

Comfort-Kool HVAC INC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Elena Dickmann ELENA@COMFORTKOOL.COM

VP

Title

08/04/2026 02:47:48 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Margaret Crespo Dickmann
   Date of birth: 11/04/1955
   Home address: 717 Clemons St

City:	Bellmore	State/Province/ Territory:	NY	Zip/Postal Code:	11710
Country:	US				

Business Address: 1200 Shames Dr. Unit D

City:	Westbury	State/Province/ Territory:	NY	Zip/Postal Code:	11590
Country	US				
Telephone:	516-595-7003				

Other present address(es):

City:	Westbury	State/Province/ Territory:	NY	Zip/Postal Code:	11590
Country:	US				
Telephone:	5165957003				

List of other addresses and telephone numbers attached

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

President	05/10/2002	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	05/10/2002	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   10 % Shareholder

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

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

Progressive Consulting LLC--Margaret Dickmann Sole Owner EIN # 92-2598263
717 Clemons ST Bellmore, NY 11710

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

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

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

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

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

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

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

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

Comfort Kool HVAC Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Margaret Crespo-Dickmann MARGARET.COMFORTKOOL@GMAIL.COM

President

Title

08/04/2026 02:59:09 pm

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Comfort Kool HVAC INCorp

Address: 1200 Shames Drive, Suite D

City: Westbury State/Province/Territory: NY Zip/Postal Code: 11590

Country: US

2. Entity's Vendor Identification Number: 043666821

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

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

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

Margaret Crespo – 717 Clemons st, Bellmore , NY 11710
Joel Dickmann – 72 Vinton St, Long Beach, NY 11561
Elena Dickmann – 717 Clemons st, Bellmore, NY 11710
Dan Dickmann – 202 Manhattan Ave, West Babylon , NY 11704

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

None

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

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Joel Dickmann [JOEL@COMFORTKOOL.COM]

Dated: 08/07/2026 12:03:06 pm

Title: CFO

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

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM

BID NUMBER
91036-07076-151
Ad Date: 6/11/26

BID OPENING DATE
7/7/26
11:00 A.M. E.D.S.T.

BUYER	TELEPHONE:	REQUISITION NUMBER
Deanna Prendergast	516-571-1211	N/A

OFFICE OF PURCHASING
JUL 7 2026
OPENED 11AM

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: A/C MAINTENANCE & REPAIR

- **ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED**

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF 0% **PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.**

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:	GUARANTEED DELIVERY DATE
NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS	IMMEDIATE DAYS AFTER RECEIPT OF ORDER
	EMPLOYERS FEDERAL TAX ID NUMBER 043666821

TOLL FREE TELEPHONE NUMBER:
BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER	Comfort Kool HVAC INC.	CONTACT EMAIL:	OFFICE@CKHVAC.COM
ADDRESS	1200 Shames Drive		
CITY	Westbury	STATE NY ZIP CODE 11590	TELEPHONE 516 595 7003
SIGNATURE OF AUTHORIZED INDIVIDUAL		PRINT OR TYPE NAME OF SIGNER AND TITLE	Joel Dickmann CEO

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: ComFort Kool HVAC INC.

Address: 1200 Shames Drive Westbury NY 11590

Telephone No: 516 595 7003 Fax No: 516 396-6611

1. State Whether: A Corporation ✓

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ CFO
BIDDER **TITLE**

QUALIFICATION STATEMENT

BIDDER'S NAME: ComFort Kool HVAC INC.

ADDRESS: 1200 Shames DRIVE Westbury NY 11590

1. STATE WHETHER: CORPORATION ✓ INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
   PRESIDENT / CEO DANIEL DICKMANN
   VICE PRESIDENT / CFO Joel DICKMANN
   SECRETARY / COO Elena DICKMANN
   TREASURER / PRES MARGARET CRESPO

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? _____
   IF SO WHEN? YES 6/30/2026

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 24

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO
   IF SO, WHERE AND WHY?
   /

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? _____
   HVAC INSTALLATIONS, REFRIGERATION INSTALLATIONS

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Daniel Dickmann	CEO	25+	HVAC/R	EMP/OWNER/CEO
Joel Dickmann	CFO	15	HVAC/R	EMP/OWNER/CFO

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
   Fully Read Bid, Currently providing same services
   To Nassau County, Fully Experienced with DATA ROOM
   HVAC

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION Joel DICKMANN CFO

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** CFO **TITLE**

Joel Dickman CFO / Project Mgr

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: NYC Department of Housing Preservation/Development (HPD)
ADDRESS: 100 Gold Street
New York NY 10038
TELEPHONE: 646-235-9344 CONTACT PERSON - Hector Padilla Santiago 347-8654564
CONTRACT DATE: Current Vendor
Multiple Locations

2. REFERENCE'S NAME: North Shore Schools Consortium
ADDRESS: 112 Franklin Ave
Sea Cliff NY 11579
TELEPHONE: 516 277 7835 CONTACT PERSON Mathew Cheravallil
CONTRACT DATE: Current Vendor -
Multiple School Districts - Nassau County

3. REFERENCE'S NAME: Suffolk County Corrections
ADDRESS: (Yaphank NY)
100 Center Drive Riverhead NY 11901
TELEPHONE: 631-852-4716 CONTACT PERSON Todd Kalachik
CONTRACT DATE: Current Contract

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** CFO **TITLE**

Additional References for Bid # 91036-07076-151

Comfort Kool HVAC Inc.

1200 Shames Drive

Westbury, NY 11590

1- Nassau County DPW
   HVAC / A/C repair
   Current vendor
   Duane Mafucci 516 660 3483

2- Nassau County BOCES
   Refrigeration, Kitchen equipment repair
   Current Vendor

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

Pursuant to General Municipal Law Section 103-g, which generally prohibits the County from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Bidder submits the following certification:

PLEASE CHECK ONE:

☑ By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

OR

☐ I am unable to certify that the Bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: 7/2/26

(Signature of Bidder)

Print Name: Joel Dickmann

Print Title: CFO

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** _____ **TITLE**

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgrading's, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgrading's, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

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

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

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ CFO

BIDDER **TITLE**

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate , or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand

dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

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

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

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

1) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
2) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
3) All Participating Employees have completed the acknowledgement required by the Vendor Code of Ethics;
4) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent under this Agreement;
5) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgements as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgements for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
6) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work under this Agreement.

INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

M/WBE, SDVOB and DBE Participation: The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their bid. For more information regarding the County's SDVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY**. **THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M**. LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ CFO
BIDDER **TITLE**

REQUIRED VENDOR DISCLOSURE FORMS

Prior to the bid opening, the following disclosure forms (the "Disclosure Forms") must be submitted in the Nassau County Vendor Portal at

- https://www.nassaucountyny.gov/5290/Vendor-Accounts-and-Claims

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:15144991403451:::::

- a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.
- b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.
- c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form
- d. Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

PLEASE NOTE:

- If a bidder has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the bidder must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the bid opening date. The bidder must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration. ✓

REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the **Office of Purchasing** in writing prior to the bid opening. The failure of the bidder to notify the **Office of Purchasing**, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the **Office of Purchasing** receives a notification from a bidder of a differing site condition or an inconsistency, ambiguity, omission or error in the Contract documents, the **Office of Purchasing** will, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the **Office of Purchasing** , and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

Please note that all bidder requests for information or clarification must be received by the Authority at least 72 hours prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.

Ordinance # 153-2018

Pursuant to Ordinance # 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

Value of Contract	Administrative Fee
$0-$10,000	$0
Over $10,000-$50,000	$160
Over $50,000-$100,000	$266
Over $100,000	$533

After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to waive the fee.

Ordinance # 72-2014

The bidder declares that they are a registered vendor with the County. All registered vendors must pay a Two Hundred Seventy-Five Dollar ($275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under Ordinance # 72-2014.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ CPC

BIDDER **TITLE**

INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing A/C MAINTENANCE & REPAIR for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under Blanket Orders.

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

AWARD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

DELIVERY: Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

Delivery to be made Immediately **Days A/R/O.**

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries.
Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

INSPECTION: Bidders should be aware of Inspection and Delivery requirements as stipulated.

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

METHOD OF BIDDING: Please submit unit price in the appropriate column.

PRICE DISCREPANCY: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

PRICE PROTECTION: Bidders are required to state period of price protection (in terms of days) after the bid opening.

STATE PRICE PROTECTION PERIOD: 90 **DAYS AFTER BID OPENING**

PAYMENT IN DETAIL: Billing shall be rendered in detail, listing parts and materials used, their prices and labor shown in hours and extended rates.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** CFO **TITLE**

TAX PROVISION: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

NEW YORK STATE PRICES: Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

SPECIFICATIONS: Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting there-from shall not be construed as qualification of the specifications of this bid or relief there-from, except as specifically stated in the Purchase or Blanket Order.

BILLING: Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

**********VENDOR CLAIM CERTIFICATION**********

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION **MUST** APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

_____

CLAIMANT NAME DATE

_____

BY (SIGNATURE) TITLE

*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID**

Vendors may download claim form NIFS560 at the following URL:

https://www.nassaucountyny.gov/DocumentCenter/View/2735/ClaimVoucherFormBlank?bidId=

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ CFO

BIDDER **TITLE**

PAYMENT: A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

******************************VENDOR CLAIM CERTIFICATION*************************

If a claim voucher is not being submitted, the following certification MUST appear on the invoice:

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

_____	_____
Claimant Name	**Date**
_____	_____
By Signature	**Title**

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.

WARRANTY: The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.

Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.

BIDDER SHALL STATE WARRANTY PERIOD: Bidder will honor Manufacturer's Warranty

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:

Bidder will Abide by proposed rate schedule for any Extended Warranty in effect

COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify and hold harmless the County of Nassau, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at Nassau County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against Nassau County, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against Nassau County, its agents, officers, or employees in any such suit, action or legal proceeding.

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single minimum limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

Bidder shall list below the Insurance Company(s) holding the following documents:

A) Certificate of Insurance name the County of Nassau as co-insured: See ATTached

Or

B) Certificate of Insurance with indemnification agreement (hold harmless clause): See ATTached

NASSAU COUNTY MUST BE NAMED AS AN ADDITIONAL INSURED

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER**

CFO **TITLE**

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

ADDITIONAL BIDS: The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

PRICE LISTS AND DISCOUNTS: Bidders may attach price lists and catalogs indicating discounts available to the County for all other products not listed herein. New items may be added to the price list at the then current price at the same discount schedule during the life of the contract.

NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

NON-PERFORMANCE: The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

MINIMUM ORDERS: There will be many County Agencies ordering from Blanket Orders. Therefore, **NO MINIMUMS SHALL BE APPLIED TO THIS BID.**

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

DISCLAIMER
Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive, and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

ACCESS CLAUSE: Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health and Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

RECORD RETENTION: Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

NOTICE

READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

RIGHT TO KNOW LAW AND "OSHA"

PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "**MATERIAL SAFETY DATA SHEETS**" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT **DOES NOT** CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED JD 1 – 4 DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X _____ CFO 7/2/26

Signature Title Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ CFO

BIDDER **TITLE**

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 6TH day of July, 20 26 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: Comfort Kool HVAC INC.

Address: 1200 Shames Drive

Street: UNIT "D"

City, Town, etc: Westbury NY 11590

Telephone: 516 595 7003 Title: _____

If applicable, responsible Corporate Officer

Name Joel Dickman Title CFO

Signature: _____ Sign Here

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE MAY RESULT IN AUTOMATIC REJECTION OF THE BID.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ CFO
BIDDER **TITLE**

Procurement Lobbying Law:

Pursuant to State Finance Law §§139-j and 139-k, this Bid includes and imposes certain restrictions on communications between a Governmental Entity and an Offeror/bidder during the procurement process. An Offeror is restricted from making contacts from the earliest posting, on a Governmental Entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with article four-C of the economic development law of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from Offerors intending to result in a Procurement Contract with a Governmental Entity through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, the Office of the State Comptroller ("Restricted Period") to other than the Designated Contacts for the Governmental Procurement unless it is a Contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The Designated Contact(s) for this Governmental Procurement, as of the date hereof, are identified on the first page of this solicitation. County employees also are required to obtain certain information when Contacted during the Restricted Period and make a determination of the responsibility of the Offeror pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offeror is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the County's website. All questions or concerns regarding this Bid must be directed to the designated contact person named on the first page of the bid.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

OFFEROR'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(3) and §139-j(6)(b)

Offeror Certification:

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

Date: 7/2/26

Signature: [signature]

Name: Joel Dickmann

Title: CFO

Contractor Name: Comfort Kool HVAC INC

Contractor Address: 1200 Shames Drive Unit "D"

Westbury NY 11590

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE [signature] **BIDDER** CFO **TITLE**

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT**, **CROSS-OUTS OR LIFT-OFF TAPE MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 **State Exemption Number: EX 7213062C**

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ CFC
BIDDER **TITLE**

NY STATE LABOR LAW

If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. "Public Works" and "Building Services" - Definitions

i. Public Works Labor Law Article 8 applies to county contracts for public improvements in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts).

ii. Building Services Labor Law Article 9 applies to Contracts for building service work with the county, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

b. Prevailing Wage Rate Applicable to Bid Submissions A *copy of the applicable prevailing wage rates to be paid or provided are annexed* to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.

c. Wage Rate Payments / Changes During Contract Term the wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting the Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over $25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.

iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

If this contract is for Building Service Work as defined in Article 9 of the Labor Law, State law prohibits other political subdivisions and districts within the County from making purchases pursuant to this agreement.

The County Living Wage Law, Title 57, Section 3(a)(i), states: employers who provide building services shall pay their employees no less than the living wage, as required by this section, or the prevailing wage, whichever is greater. In

future bidding procedures, the requirement should be "vendor must pay the prevailing wage, or the County Living Wage, whichever is greater", or similar language.

Living Wage

Section 1. Authority and Usage

a. These Rules are promulgated pursuant to Local Law 1-2006, section 7(b) which authorizes the County Executive to promulgate rules to implement the provisions of the Nassau County Living Wage Law.

b. Wherever the term "Law" or "Living Wage Law" is used in this document, it shall mean Local Law 1-2006, otherwise known as the Nassau County Living Wage Law. Whenever the terms "Rule" or "Rules" are used in this document, it shall mean these Rules of the County Executive regarding the Nassau County Living Wage Law.

Section 2. Clarification of Terms

a. Awarded. "Awarded" shall mean that time at which a contractor is selected by the County, or any department of the County, to receive county financial assistance, even if that time is before execution of a county financial assistance agreement by all parties or approval of such agreement by the County Legislature.

See Living Wage Law, § 5(a) "Certification of Compliance" and § 10 "Other Provisions"

b. County Service Contract. "County Service Contract" shall mean any contract let to a contractor by the county for the furnishing of services to or for the county and that involves an expenditure equal to or greater than twenty-five thousand dollars. A contract for the sale of goods to the County, or a contract for the sale of goods where incidental services are being provided to the County, are not considered County Service Contracts. This definition shall not include contracts awarded pursuant to the county's emergency procurement procedure as set forth in section twenty-two hundred six of the county charter, inter-governmental agreements, agreements with state or local public authorities or agreements with local development corporations incorporated pursuant to section 1411 of the not-for-profit corporations law.

c. County Financial Assistance. "County Financial Assistance" shall mean any grant, loan, tax incentive or abatement, bond financing, subsidy or other form of assistance of more than fifty thousand dollars given by or through the authority or approval of the county to an entity having at least ten employees. County financial assistance shall not include industrial development bonds, community development block grant loans, and enterprise-zone-related incentives.

d. Employee and Employer.

i. Under Section 1 of the Living Wage Law, an "Employee" for the purposes of a county service contract is an employee of a county contractor "pursuant to one or more service contracts and who expends any of his or her time thereon." Thus, an Employee may be:
A. Any person hired by a County contractor specifically to work on the County Service Contract at issue

B. Any person employed by the County Contractor who works on the specific services contemplated by the County Service Contract

ii. An Employee is not:

A. An employee who provides services which are only incidental to the services specified in the County Service Contract.

An employee who does not provide any services contemplated under the County Service Contract in Question

iii. For the purposes of the Living Wage Law, Nassau Community College is not an employer as defined in the Law. However, service contractors, financial assistance recipients and lessees of the College are employers as defined in the law and are subject to the provisions of the Living Wage Law as they are applicable.

See Living Wage Law, § 1 "Employee," "Employer"

e. Enter Into. "Enter into" shall mean that time at which both parties have signed the contract in question.

See Living Wage Law, § 1 "County Service Contract" and § 10(a) "Other Provisions"

3. Amendments, Extensions and Renewals

a. Renewals and Extensions. Where an existing County Financial Assistance Agreement, County Service Contract, or County Lease is renewed or extended after the effective date of the Law, such agreement is a new County Financial Assistance Agreement, County Service Contract or County Lease, as the case may be, and is subject to the applicable provisions of the Law.

b. Determination of Applicability.

i. County Service Contracts.

A. Any renewal of a County Service Contract is subject to the Living Wage Law if the total expenditure by the County under the renewal is $25,000 or greater.

B. If a County Service Contract is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount $25,000 or over, or if such amendment itself involves an expenditure of $25,000 or over. In no event shall the Law apply in a situation where an amendment involves an expenditure of less than $25,000 and the original agreement already involves an expenditure of $25,000 or over.

ii. County Financial Assistance Agreements.

A. Any renewal of a County Financial Assistance Agreement is subject to the Living Wage Law if the total expenditure by the County under the renewal is greater than $50,000.

B. If a Financial Assistance Agreement is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount over $50,000, or if such amendment itself involves an expenditure over $50,000. In no event shall the Law apply in a situation where an amendment involves an expenditure of $50,000 or less and the original agreement already involves an expenditure over $50,000.

iii. County Leases. Any renewal, extension or modification of a County Lease is subject to the provisions of the Living Wage Law.

See Living Wage Law, §10(a) "Other Provisions"

4. Waiver of the Law

a. Application of the Provision

i. Any County Contractor may apply for a waiver of the provisions of the Law. In order to qualify as a County Contractor, the applying organization must have a County Service Contract with the County of Nassau. A County Service Contract is a contract which contemplates providing a service to the County (not goods or any service performed only to deliver goods)

for which the County is paying $25,000 or more. Both non-profit and for-profit County Contractors may apply for a waiver.

ii. At this time, the Living Wage Law does not allow a County Lessee or an entity receiving County Financial Assistance to apply for a waiver of the Law's provisions.

b. Request for a Waiver The following procedures have been established by the County Executive for requesting a waiver of the provisions of the Living Wage Law:

i. Request for a waiver must be made to the Nassau County Office of Compliance. Since a waiver request must be made by a County Contractor who already has a contract with the County to provide services, a request for a waiver may only be made after the contract in question is entered into with the County.

ii. A request for a waiver must be made on the approved form designated "Request for Waiver of the Provisions of the Nassau County Living Wage Law." This form is attached to these rules. Additional forms may be requested by contacting the agency with which the requesting organization has a contract.

iii. Except for those requesting organizations with County Service Contracts listed in section 4(b)(iv)(E)(3) below, those requesting organizations which plan to request a waiver once a County Service Contract has been entered into must include, in their bid or proposal for the specific County Service Contract, a budget breakdown stating the amount of the budget allocated to wages (*assuming the Living Wage Law applies*), and the amount of the budget allocated to services and other contract expenses.

A. In any budget breakdown submitted, the requesting organization must include only those employees who are included within the definition of "Employee" described above.

B. Those County contractors who have been awarded a contract through Executive Order No. 1 of 1993, a state or federal grant, General Municipal Law section 104, or any other state or federal rule or regulation must submit the above budget breakdown to the contracting agency before such contract is entered into with the County in order to be eligible for a waiver.

iv. A waiver request must contain the following information:

A. The name of the organization

B. The address of the organization

C. A brief description of the contract which the waiver pertains to.

D. The name and email address of the Chief Executive Officer of the requesting organization

E. The criteria (hereinafter, the "Criteria") for qualifying for a waiver under the provisions of the Law. Currently, a requesting organization must meet either Criteria 1, 2 or 3 below, and, if Criteria 1, 2 or 4 are cited, must meet Criterion 5 below:

1. The highest paid officer or employee of the requesting organization earns a salary which, when calculated on an hourly basis, is less than six times the lowest wage or salary paid by the requesting organization.

OR

2. Compliance with the requirements of the Living Wage Law will directly increase the requesting organization's expected total annual budget in an amount greater than ten percent of the prior fiscal year's budget.

OR

3. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would exceed the amount, per hour or per diem (as the case may be), reimbursed to the County by any State or Federal Source:

Services under the Expanded In-Home Services for the Elderly Program (EISEP)
Foster care services under the New York Social Services Law.
Residential domestic violence services under the New York Social Services Law.
Residential care, educational and vocational training, physical and mental health services, and employment counseling services to residents of the Juvenile Detention Center under the New York Executive Law.

OR

4. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would increase the County Service Contract's budget by greater than ten percent over the budget for the requesting organization's County Service Contract for the previous contracting year:

i. Non-residential domestic violence services under the New York Social Services Law.
ii. Services under the Home Energy Assistance Program (HEAP)
Preventive services for children pursuant to the New York Social Services Law
Non-Secure detention services pursuant to the New York Executive Law.

AND (if Criteria 1, 2 or 4)

5. When the requesting organization placed a bid or submitted a proposal for the county service contract at issue, it must have submitted a budget which included a breakdown of the wages paid to employees of the requesting organization who would be covered under the Living Wage Law.

F. A statement that, if a waiver is granted, the requesting organization will decrease its budgeted wage allocation to that amount the requesting organization would have paid its employees had the requirements of Living Wage Law not been applied. The amount to be paid by the County to the requesting organization will be reduced accordingly by contract amendment.

G. The notarized signature of the requesting organization's Chief Executive Officer.

v. A request must be accompanied by documentation supporting the Criteria claimed by the requesting organization.

A. If Criteria (1) is cited in the request, the requestor must include a statement, certified by the chief financial officer of the requesting organization as true and accurate, of the wages paid, on an hourly basis, of the highest and lowest paid individuals employed by the requesting organization.

B. If Criteria (2) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the last fiscal year along with a copy of the organization's expected budget taking into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

C. If Criteria (4) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the County Service Contract for the prior agreement year along with the requesting organization's budget for the County Service Contract for the current agreement year which takes into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

vi. The request form and all documentation must be sent to the following address:

County of Nassau Office of Compliance
Attention: Living Wage Waiver Request Office
One West Street – 4th Floor
Mineola, New York 11501

c. Waiver and Procurement

i. As a waiver may only be requested once a County Service Contract has been entered into, no waiver application may be submitted by any organization submitting a bid or proposal to the County for a County Service Contract.

ii. The fact that a waiver may be granted to an organization submitting a bid or proposal to the County for a County Service Contract will not be a consideration in evaluating such bid or proposal.

d. Review Procedures

i. Review of a request for a waiver must be made by the Office of Compliance.

ii. Approval of a request is dependent on the requestor satisfying either criteria (1), (2) or (3) in section 4(b)(iv)(E) above and, if citing criteria (1), (2) or (4), criterion (5) in section 4(b)(iv)(E) above. Applications not satisfying these criteria, or incomplete applications, will not be approved. However, complete applications that do meet these criteria shall be approved by the Office of Compliance.

iii. The Office of Compliance shall inform the requestor of his or her decision to grant or deny a request in writing within thirty days of receipt of the request. A copy of the grant or denial shall be transmitted to the County Comptroller for the purposes of monitoring compliance with the Living Wage Law.

iv. During such thirty-day period, the requestor must continue to abide by the provisions of the Living Wage Law. Failure to do so may result in action by the Office of the Nassau County Comptroller to enforce the provisions of the Law.

e. Post-Award Review

i. After the County grants a waiver, if at any time during the term of the County Service Contract the requesting organization alters its budget or wages such that the organization no longer qualifies for a waiver of the Living Wage Law, the requesting organization must contact the County department with which it contracts and inform such department of such alteration.

ii. If a County department is contacted in reference to such a change, the department must either:

Amend the County Service Contract in question to restore any funding subtracted from the contract as a result of a waiver of the Living Wage Law and receive from the Contractor a completed Certificate of Compliance; or

Terminate such Contract according to its terms.

See Living Wage Law, § 9 "Waiver"

5. Inter-Governmental Agreements

a. The Living Wage Law shall not apply to those County Service Contracts which are entered into with any municipal corporation located within the County, any school district located within the County, and any special district located within the County.

b. County Financial Assistance Agreements and County Leases. The Living Wage Law shall not apply to a County Financial Assistance Agreement or a County Lease in the event that application of the law would conflict with the application of a federal, state or local law, rule, regulation or ordinance. For the purposes of this Rule, the Living Wage Law would not apply to a County Financial Assistance Agreement or County Lease where funding for the Agreement or Lease is derived from a Federal or state grant where the distribution of such grant funds to certain subrecipients is mandatory and non-discretionary.

See Living Wage Law, § 1 "County Service Contract," "Inter-governmental Agreement;" § 3 "Minimum Compensation;" §10 "Other Provisions"

6. Certification of Compliance

a. An updated certification of compliance with the provisions of the Living Wage Law shall be submitted to the County on or before the first day of each agreement year during the term of any County Service Contract.

b. For the purposes of updating a certification of compliance, a "material change" as used in the Law shall be limited to the following:

i. Any determination by the County Comptroller that the contractor has violated any provision of the Law.

ii. Any instance during the preceding year in which the contractor has been found by a court or governmental agency to have violated federal state or local laws regulating payment of wages or benefits, labor relations or occupational safety and health, or where any governmental body has initiated a judicial action, administrative proceeding or investigation of the contractor in regard to any of the above laws.

See Living Wage Law, § 5 "Certification of Compliance"

7. Nassau County Employees

a. All Nassau County Employees are covered by the provisions of the Living Wage Law, provided, however, that Nassau County Employees covered by the collective bargaining agreement between the County and the Civil Service Employees Association are not entitled to receive the benefits supplement rate as the term is defined in the Law. The provisions of the Law also extend to paid interns hired by the County.

b. The Living Wage Law does not apply to volunteer workers utilized by the County pursuant to the County's authority to use volunteer workers under § 2105 of the Nassau County Charter. As such, the Law does not cover unpaid interns utilized by the County.

See Living Wage Law, § 1 "Employee," "Employer;" § 10 "Other Provisions"

FIRM PRICES: Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase is not granted when requested, the Contractor may elect to continue at the bid prices or given written notice of termination, upon receipt of which the Blanket Purchase Order will be re-bid.

EVALUATION:
The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he his bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

GOVERNING LAW: Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of law's provisions thereof.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ CFO
BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
91036-07076-151

SPECIFICATIONS:
NOTE: prevailing wage STEAMFITTER/HELPER

Annual Usage: $107,000.00

Computer Room A/C Repairs and Installations, Plan "B" Demand Service (T & M) per call basis

To cover requirements of repairs and new installations of A/C systems that are designed to cool Computer rooms and small enclosed rooms. The equipment includes but is not limited to Blazer Liebert, Mitsubishi, Panasonic, Gree, Rheem. Contractor shall furnish all labor, parts, materials and equipment to repair, restore and install the equipment to optimum operating condition.
Whenever repairs, service or adjustments are required, the contractor must respond promptly. (within the same business day, emergency response within 2 hours)
The contractor must have a minimum of five years' experience in Computer room A/C Repairs and Installations.

---

1. HEATING, A/C, VENTILATION M/R
   Computer Room A/C Repairs and Installations
   PLAN (B) NORMAL WORK HOURS MONDAY THROUGH FRIDAY 8AM-4PM
   Field Service

LABOR: HOURLY RATE **STEAMFITTER TECHNICIAN – UNDER 15 TON UNIT** (REGULAR) $ 92.00 HR.
LABOR: HOURLY RATE **STEAMFITTER TECHNICIAN – OVER 15 TON UNIT** (REGULAR) $ 92.00 HR.
LABOR: HOURLY RATE **HELPER** (REGULAR) $ 68.00 HR.

QUARTLY HOURS WILL BE IN PROPORTION TO THE HOURLY RATE

2. HEATING, A/C, VENTILATION M/R
   Computer Room A/C Repairs and Installations
   PLAN (B) OVERTIME INCLUDES ALL OTHER TIMES AFTER 4PM OR BEFORE 8AM MONDAY, FRIDAY OR ANY TIME ON SATURDAY, SUNDAY AND ANY NY STATE RECOGNIZED HOLIDAY.
   Field Service

LABOR: HOURLY RATE **STEAMFITTER TECHNICIAN – UNDER 15 TON UNIT** (OVERTIME) $ 138.- HR
LABOR: HOURLY RATE **STEAMFITTER TECHNICIAN – OVER 15 TON UNIT** (OVERTIME) $ 138.- HR
LABOR: HOURLY RATE **HELPER** (OVERTIME) $ 102.- HR

QUARTLY HOURS WILL BE IN PROPORTION TO THE HOURLY RATE

PARTS MARKUP

Manufacture List -15% %
Cost Plus 25 %
Shipping will have no mark up

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ 7/6/26
BIDDER **TITLE**

SUBCONTRACTING

SUBCONTRACTING MUST HAVE DOCUMENTED PRIOR APPROVAL FROM THE USING AGENCY AND WILL BE REIMBURSED ONLY WHEN A PAID INVOICE AND APPROVAL DOCUMENT FROM THE USING AGENCY IS SUBMITTED WITH THE CLAIM.

Subcontracting Cost Plus 25% %

RIGGING AND EQUIPMENT

Rigging and Equipment rental must have prior approval from the using agency and will be reimbursed if a paid invoice is submitted with the claim

Rigging Cost Plus 25% %
Equipment rental including dumpsters Cost plus 25% %

WARRANTY ON SERVICE, REPAIR OR NEW INSTALLATIONS RENDERED:
PARTS: 365 DAYS
LABOR: 365 DAYS
RESPONSE TIME: TWO (2) HOURS

---------- END OF ITEM LIST ----------

WHENEVER REPAIRS, SERVICE, ADJUSTMENTS OR QUOTES ARE REQUIRED, THE CONTRACTOR SHALL SUPPLY SAME PROMPTLY, WITHIN THE SAME DAY. EMERGENCY CALLS SHALL BE WITHIN TWO (2) HOURS. FAILURE TO RESPOND WITHIN THE AFORMENTIONED TIME FRAMES WILL RESULT IN TERMINATION OF THIS CONTRACT.

Vendor will send one technician unless specified by and/or agreed upon by County representative prior to commencement of work.

Contractor will maintain stock of regular supply items commonly used in their trade (i.e. Tape, screws, cable ties, adhesive liquids, etc.) and ensure that mechanics arrive at the jobsite adequately supplied with such. Departures from job site to obtain such items shall not be charged as time worked to the county. Departures from the job site for OEM parts will be with prior approval of the designated agency representative and shall be obtained from a supplier as local to the job site as reasonably possible.

On all jobs performed by the vendor, job location shall be restored to a safe and aesthetically acceptable condition prior to departure.

Vendor must be able to work at multiple sites at any given time. Proof of adequate qualified employees may be requested prior to award.

Labor charges to be complete and include all applicable costs. There will be no allowance for travel charges, millage and estimates.

Bidders are hereby advised that to insure and facilitate payment, the following information must accompany the contractor's claim:

1. Time sheet signed by authorized county personnel. Time sheets shall show time of arrival and time of departure. Travel time to and from place of employment or prior jobs shall not be considered in the total work time charged to the using agency and must not be submitted.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ CFO
BIDDER **TITLE**

2. Details of parts used:
   Only actual system components, shown on the plans and specifications for the affected system machinery, should be billed. If parts are purchased to complete the repair, photocopies of the invoices must be furnished with the claim without revision or eradication. Exception: Contractor may block-out credit payment details on invoice. Compliance with the above is necessary in order to expedite the payment. Claims without the above will be returned to contractor without payment until a complete claim is submitted

WORK TO BE PERFORMED FOR: All Locations Under the Jurisdiction of Nassau County Department of Public Works.
This Contract may be amended upon mutual agreement between Nassau County and the Awarded bidder.

TRAVEL TIME: NONE MILEAGE: NONE MINIMUM: CHARGE NONE

NOTE:

1) NO ELECTRONIC SUBMISSIONS ARE ALLOWED

A hard copy of the bid package is to be sent to the following address:

Nassau County Office of Purchasing
1 West Street
Mineola, NY 11501

Attn: Deanna Prendergast
Bid No.: 91036-07076-151

The bid package must be sent in a sealed envelope with the solicitation number written on the envelope. We recommend that you send this package early to arrive the day before the bid opening, to ensure receipt.

2) **DO NOT** STAPLE OR BIND THE BID PACKAGE

✓

Additional Items, Quantities and Facilities may be added to this blanket order with a written quotation and subsequent amendment.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

COMFORT-KOOL HVAC INCORP

1200 SHAMES DR. UNIT D

WESTBURY, NY 11590

516-595-7003

Nassau County Vendor Portal Business History – Shareholders

Joel Dickmann - 72 Vinton St, Long Beach, NY, 11561 - TITLE CFO

Dan Dickmann - 202 Manhattan Ave, West Babylon, NY , 11704 - TITLE CEO

Elena Dickmann - 717 Clemons st, Bellmore, NY 11516 -TITLE COO

Margaret Crespo Dickmann - 717 Clemons st, Bellmore, NY 11590 - PRESIDENT

Form **W-9**
(Rev. January 2026)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, on page 2.

1 Name of entity/individual. An entry is required. (For a sole proprietorship or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Comfort-Kool HVAC Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 4):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1200 Shames Drive Suite D

Requester's name and address (optional)

6 City, state, and ZIP code

Westbury NY 11590

7 List account number(s) here (optional)

See *Specific Instructions* on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). Do not report the employer identification number (EIN) of a sole proprietorship or disregarded entity. For a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your EIN. If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

0	4	-	3	6	6	6	8	2	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct; and
5. ☐ I am exempt from information reporting as a U.S. digital asset broker within the meaning of Regulations section 1.6045-1(g)(4)(i)(A)(1) (other than a registered investment adviser). I claim exempt status under Regulations section 1.6045-1(c)(3)(i)(B)(12).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Elena Ishmaev Date 01 / 01 / 2026

DRAFT - DO NOT FILE

JOHNSTONE SUPPLY

7/6/2026

To Whom It May Concern,

This letter is to confirm that Comfort-Kool HVAC, Inc. maintains a credit line in good standing.

The account has been consistently managed in a responsible and timely manner.

Comfort-Kool HVAC, Inc. has demonstrated financial reliability and a strong commitment to maintaining positive business relationships. Based on our experience, they are considered a valued customer with a solid credit history.

Should you require any additional information, please do not hesitate to contact us.

Sincerely,

Maria Micieli

Maria Micieli | *AR/Credit Manager*
Johnstone Supply – Farmingdale Group
135 Schmitt Blvd, Farmingdale, NY 11735
Office: (631) 293-2566
JohnstoneSupply.com

Comfort Kool HVAC
Income Statement

Current Reporting Period: Period 12 Of Fiscal Year 2025
Period Starting Date: 12/01/2025
Period Ending Date: 12/31/2025
Entity Group: 100
Printed: 07/02/2026 11:50:13 AM

Account Id	Account Name	Entity Name	Current	Prior Year	YTD	Prior YTD
INCOME						
Income						
4004	Income	Balance Sheet	0.00	0.00	218,679.90	0.00
4004	Income	Maintenance HVAC	33,765.70	0.00	111,923.59	0.00
4004	Income	Maintenance Kitchen/Hot Food	3,077.50	0.00	5,532.50	0.00
4004	Income	Maintenance Refrigeration	24,769.58	0.00	94,633.32	0.00
4004	Income	Service HVAC	191,128.91	0.00	669,445.81	0.00
4004	Income	Service Kitchen/Hot Food	54,440.73	0.00	227,663.87	0.00
4004	Income	Service Refrigeration	141,583.56	0.00	1,019,132.80	0.00
4007	Other Income	Balance Sheet	1,663.57	0.00	10,868.70	0.00
	*** Income		450,429.55	0.00	2,357,880.49	0.00
Other Income						
	*** Other Income		0.00	0.00	0.00	0.00
	*** TOTAL INCOME ***		450,429.55	0.00	2,357,880.49	0.00
EXPENSES						
Cost of Sales Expense						
5000	Direct Labor	Maintenance HVAC	379.26	0.00	4,917.96	0.00
5000	Direct Labor	Maintenance Kitchen/Hot Food	136.88	0.00	651.88	0.00
5000	Direct Labor	Maintenance Refrigeration	1,705.51	0.00	9,558.03	0.00
5000	Direct Labor	Service HVAC	11,833.08	0.00	74,429.71	0.00
5000	Direct Labor	Service Kitchen/Hot Food	3,333.54	0.00	30,039.55	0.00
5000	Direct Labor	Service Refrigeration	12,002.32	0.00	131,808.96	0.00
5002	Job Materials Purchased	Balance Sheet	57,874.75	0.00	750,325.29	0.00
5002	Job Materials Purchased	Admin/Overhead Service	0.00	0.00	297.46	0.00
5002	Job Materials Purchased	Maintenance HVAC	0.00	0.00	7.92	0.00
5002	Job Materials Purchased	Maintenance Refrigeration	3.96	0.00	147.96	0.00
5002	Job Materials Purchased	Service HVAC	827.89	0.00	34,558.53	0.00
5002	Job Materials Purchased	Service Kitchen/Hot Food	4,078.97	0.00	14,881.20	0.00
5002	Job Materials Purchased	Service Refrigeration	6,933.27	0.00	78,830.26	0.00
5003	Job Travel	Service HVAC	0.00	0.00	121.50	0.00
5004	Other Job Related Costs	Service HVAC	0.00	0.00	250.99	0.00
5004	Other Job Related Costs	Service Kitchen/Hot Food	29.91	0.00	56.77	0.00
5004	Other Job Related Costs	Service Refrigeration	34.26	0.00	1,552.60	0.00
	*** Cost of Sales Expense		99,173.60	0.00	1,132,436.57	0.00
Indirect Cost of Sales						

Account Id	Account Name	Entity Name	Current	Prior Year	YTD	Prior YTD
6000	Field Non-Job Labor	Balance Sheet	268.13	0.00	3,004.24	0.00
6000	Field Non-Job Labor	Admin/Overhead Service	966.38	0.00	7,026.46	0.00
6060	Auto and Truck Expenses	Balance Sheet	0.00	0.00	12,550.10	0.00
6070	Auto Expense (Gas & Repairs)	Balance Sheet	0.00	0.00	15,562.36	0.00
6080	Auto Lease	Balance Sheet	0.00	0.00	1,197.00	0.00
6090	Bad Debt	Balance Sheet	0.00	0.00	3,519.15	0.00
6090	Bad Debt	Maintenance HVAC	0.00	0.00	237.21	0.00
6090	Bad Debt	Maintenance Refrigeration	0.00	0.00	187.68	0.00
6090	Bad Debt	Service HVAC	49.00	0.00	1,900.96	0.00
6090	Bad Debt	Service Kitchen/Hot Food	0.00	0.00	541.05	0.00
6090	Bad Debt	Service Refrigeration	1.99	0.00	10,029.00	0.00
6210	Healthcare	Balance Sheet	0.00	0.00	373.08	0.00
6220	Insurance Expense	Balance Sheet	0.00	0.00	2,072.00	0.00
6220	Insurance Expense	Admin/Overhead Service	0.00	0.00	2,206.48	0.00
6250	Interest Expense	Balance Sheet	0.00	0.00	117.91	0.00
6290	Meals and Entertainment	Balance Sheet	0.00	0.00	336.86	0.00
6300	Freight	Service HVAC	33.19	0.00	33.19	0.00
6300	Freight	Service Kitchen/Hot Food	0.00	0.00	98.76	0.00
	*** Indirect Cost of Sales		1,318.69	0.00	60,993.49	0.00
G & A Expenses						
7100	Office Salaries	Balance Sheet	0.00	0.00	(3,930.00)	0.00
7210	Loan Payable-Ford $660.00 x8838	Balance Sheet	0.00	0.00	1,320.00	0.00
7260	Auto Lease	Balance Sheet	0.00	0.00	7,444.13	0.00
7270	Bad Debt	Balance Sheet	0.00	0.00	14.79	0.00
7270	Bad Debt	Service HVAC	0.00	0.00	295.71	0.00
7270	Bad Debt	Service Refrigeration	0.00	0.00	349.14	0.00
7280	Bank Service Charges	Balance Sheet	0.00	0.00	265.00	0.00
7290	Business Licenses and Permits	Balance Sheet	0.00	0.00	407.66	0.00
7300	Computer and Internet Expenses	Balance Sheet	0.00	0.00	557.21	0.00
7320	Corporate Tax Expense	Balance Sheet	0.00	0.00	(8,115.83)	0.00
7340	Dodge 19 Ram	Balance Sheet	0.00	0.00	948.68	0.00
7360	Employee Purchases	Balance Sheet	0.00	0.00	0.09	0.00
7380	Health Insurance- BCBS	Balance Sheet	0.00	0.00	57,852.40	0.00
7400	Insurance Expense	Balance Sheet	0.00	0.00	19,852.81	0.00
7410	Insurance Expense:General Liability Insu	Balance Sheet	0.00	0.00	41,149.71	0.00
7430	Interest Expense	Balance Sheet	0.00	0.00	18,210.19	0.00
7460	Meals and Entertainment	Balance Sheet	0.00	0.00	3,433.67	0.00
7490	Office Expense	Balance Sheet	1,710.00	0.00	23,416.08	0.00
7500	Office Supplies	Balance Sheet	0.00	0.00	389.01	0.00
7570	Postage and Delivery	Balance Sheet	0.00	0.00	554.77	0.00
7590	Professional Fees	Balance Sheet	0.00	0.00	23,709.14	0.00
7610	Rent Expense	Admin/Overhead Service	10,731.86	0.00	75,621.30	0.00
7620	Repairs and Maintenance	Admin/Overhead Maintenance	0.00	0.00	11,834.00	0.00
7630	ResQ Fee	Maintenance HVAC	0.00	0.00	48.35	0.00
7630	ResQ Fee	Service HVAC	0.00	0.00	476.30	0.00
7630	ResQ Fee	Service Kitchen/Hot Food	0.00	0.00	84.58	0.00
7630	ResQ Fee	Service Refrigeration	0.00	0.00	748.37	0.00
7640	Square Processing Fee	Service HVAC	0.00	0.00	20.79	0.00

Account Id	Account Name	Entity Name	Current	Prior Year	YTD	Prior YTD
7660	Telephone Expense	Balance Sheet	0.00	0.00	2,925.51	0.00
7660	Telephone Expense	Admin/Overhead Service	0.00	0.00	208.18	0.00
7670	Travel Expense	Balance Sheet	0.00	0.00	4,536.05	0.00
7690	Uniform Expense	Balance Sheet	0.00	0.00	15.07	0.00
7700	Utilities	Admin/Overhead Service	767.25	0.00	5,712.78	0.00
7701	Auto Parking	Balance Sheet	0.00	0.00	3,227.78	0.00
7702	Traffic Violations	Balance Sheet	0.00	0.00	1,092.23	0.00
	*** G & A Expenses		13,209.11	0.00	294,675.65	0.00
	*** TOTAL EXPENSE ***		113,701.40	0.00	1,488,105.71	0.00
	*** PROFIT / (LOSS) ***		336,728.15	0.00	869,774.78	0.00

Comfort Kool HVAC Inc

1200 Shames Drive

Westbury, NY 11590

Principal and Shareholder listing as of 7/06/2026

Margaret Crespo - secretary

717 Clemons Street

Bellmore, NY 11710

Elena Dickmann – COO

18 Terry Ave

Amityville NY

Daniel Dickmann - CEO

202 Mnahattan Ave

West Babylon NY

Joel Dickmann -CFO

72 Vinton Street

Long Beach NY

FORMAL BID RECOMMENDATION

BID NUMBER: 91036-07076-151 OPEN: JULY 7, 2026

TITLE: A/C MAINTENANCE & REPAIR

DATE: AUGUST 6, 2026

TO: DEANNA PRENDERGAST FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.
FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: AUGUST 6, 2026

To: Supervisor From: *Deanna Prendergast, Buyer*

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Deanna Prendergast
Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 8/7/26

To: Buyer From: Director

☒ Approved for Award

☐ Hold award pending discussion.

NO ☐ Subject to Legislature Approval

YES ☒ Subject to Legislature Approval

Joseph Bocci
Director

	BID RESULTS
Item	Bidder
001	Recommend this award be given to
	COMFORTKOOL HVAC, INC. As the lowest
	Responsible bidder meeting Specifications
	And bid terms for all items.

COMFORT KOOL (BPNC21000189) - INVOICES						
TOTAL FOR REGULAR HOURS (UNDER 15 TONS)					$ 33,981.00	
TOTAL FOR REGULAR HOURS (OVER 15 TONS)						
			PARTS TOTAL			$ 84,245.93

FLEXAIR			
	$ 29,155.00		
		$ 32,585.00	
			$ 89,203.70
Labor Under 15 Tons	$ 29,155.00		
Labor Over15 Tons	$ 32,585.00		
Total Labor	$ 61,740.00		
Grand Total Parts & Labor			**$ 150,943.70**

HI-TECH AIR			
	$ 36,015.00		
		$ 63,455.00	
			$ 99,115.22
Labor Under 15 Tons	$ 36,015.00		
Labor Over15 Tons	$ 63,455.00		
Total Labor	$ 99,470.00		
Grand Total Parts & Labor			**$ 198,585.22**

COMFORTKOOL			
	$ 31,556.00		
		$ 31,556.00	
			$ 84,247.94
Labor Under 15 Tons		$ 31,556.00	
Labor Over15 Tons		$ 31,556.00	
	Total Labor	$ 63,112.00	
Grand Total Parts & Labor			**$ 147,359.94**

BEST CLIMATE			
	$ 41,160.00		
		$ 41,160.00	
			$ 118,938.26
Labor Under 15 Tons		$ 41,160.00	
Labor Over15 Tons		$ 41,160.00	
	Total Labor	$ 82,320.00	
Grand Total Parts & Labor			**$ 201,258.26**

TRADITIONAL AIR			
	$ 42,532.00		
		$ 63,112.00	
			$ 89,203.70
Labor Under 15 Tons		$ 42,532.00	
Labor Over15 Tons		$ 63,112.00	
	Total Labor	$ 105,644.00	
Grand Total Parts & Labor			**$ 194,847.70**

OFFICE OF PURCHASING

SUMMARY OF BIDS
OPENED: July 7, 2026 AT 11:00 A.M.
BID NO: 91036-07076-151
REQ. NO: N/A
TITLE: AC MAINTENANCE & REPAIR

ITEM #	ARTICLE	Qty.	UNIT	1 FLEX AIR AC MAINTENANCE	2 HI TECH AIR CONDITIOINING SERVICE INC.	3 COMFORT KOOL HVAC-R	4 BEST CLIMATE CONTROL CORP.	5 TRADITIONAL AIR CONDITIONING SYSTEMS & SERVICE	6	7	8	DETAILS OF AWARD TO NO.	DETAILS OF AWARD AMOUNT
HEATING, A/C, VENTILATION M/R Computer Room A/C Repairs and Installations PLAN (B) NORMAL WORK HOURS MONDAY THROUGH FRIDAY 8AM-4PM Field Service													
1A	LABOR: HOURLY RATE STEAMFITTER TECHNICIAN – UNDER 15 TON UNIT (REGULAR)	Hr.	$	85.00	105.00	92.00	120.00	124.00					
1B	LABOR: HOURLY RATE STEAMFITTER TECHNICIAN – OVER 15 TON UNIT (REGULAR)	Hr.	$	95.00	185.00	92.00	120.00	184.00					
1C	LABOR: HOURLY RATE HELPER (REGULAR)	Hr.	$	75.00	105.00	68.00	NB	65.00					
HEATING, A/C, VENTILATION M/R Computer Room A/C Repairs and Installations PLAN (B) OVERTIME INCLUDES ALL OTHER TIMES AFTER 4PM OR BEFORE 8AM MONDAY, FRIDAY OR ANY TIME ON SATURDAY, SUNDAY AND ANY NY STATE RECOGNIZED HOLIDAY. Field Service													
2A	LABOR: HOURLY RATE STEAMFITTER TECHNICIAN – UNDER 15 TON UNIT (OVERTIME)	Hr.	$	155.00	157.50	138.00	180.00	175.00					
2B	LABOR: HOURLY RATE STEAMFITTER TECHNICIAN – OVER 15 TON UNIT (OVERTIME)	Hr.	$	165.00	370.00	138.00	180.00	275.00					
2C	LABOR: HOURLY RATE HELPER (OVERTIME)	Hr.	$	105.00	157.50	102.00	NB	75.00					
	PARTS MARKUP												
	MANUFACTURER LIST		%	10%	0%	MINUS 15%	20%	10%					
	COST PLUS		%	10%	25%	25%	20%	15%					
	SUBCONTRACTING COST PLUS		%	10%	10%	25%	20%	10%					
	RIGGING COST PLUS		%	10%	10%	25%	20%	10%					
	EQUIPMENT RENTAL INCLUDING DUMPSTERS COST PLUS		%	10%	10%	25%	20%	10%					
PRPARED BY			TERMS	5%	NET	NET	NET	NET	NET	NET	NET		

Kimberly Stanton hereby certifies that the bids listed above were opened at the time and place specified therein and that the above is a correct transcription from all original bids received.

Date 7/7/26

PUBLIC BID OFFICER

Client#: 2112434 COMFOHVA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/05/2026

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

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

PRODUCER	CONTACT NAME: Michael Giordonello	
USI Insurance Services LLC 725 RXR Plaza East Tower 7th Floor Uniondale, NY 11556	PHONE (A/C, No, Ext): 516 419-4000	FAX (A/C, No): 877 727-5171
	E-MAIL ADDRESS: michael.giordonello@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : StarStone National Insurance Company	25496
INSURED Comfort-Kool Hvac Incorporated 1200 Shames Dr Westbury, NY 11590	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLGR496000	05/18/2026	05/18/2027	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X BI/PD Ded: 5,000						MED EXP (Any one person)	$10,000
	X Contractual Liab.						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			XSGR496000	05/18/2026	05/18/2027	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

RE: HVAC installation, service and repairs

The General Liability policy includes an additional insured endorsement that provides additional insured status to Nassau County Department Of Consumer Affairs with regard to work performed by or on behalf of the named insured.

CERTIFICATE HOLDER	CANCELLATION
Nassau County Department Of Consumer Affairs 240 Old Country Road Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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R3KZP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/04/2026

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

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

PRODUCER	CONTACT NAME: Justworks Customer Success
Doug Jones (Justworks) c/o Artex Risk Solutions, Inc. P.O. Box 13838 Scottsdale, AZ 85267	PHONE (A/C, No, Ext): (888) 534-1711 FAX (A/C, No): E-MAIL ADDRESS: support@justworks.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Zurich Insurance Company	40142
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Justworks Employment Group LLC Labor Contractor, for co-employees of:
COMFORT-KOOL HVAC INCORPORATED
PO Box 7119 Church Street Station
New York, NY 10008-7119

COVERAGES **CERTIFICATE NUMBER:** 26NY0171275791 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 11-10-121-01	06/01/2026	06/01/2027	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
				Location Coverage Period:	06/01/2026	06/01/2027	**Client#** 199780-NY	

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

Coverage is provided for only those co-employees of, but not subcontractors to:
COMFORT-KOOL HVAC INCORPORATED
1200 Shames Drive Suite D
Westbury, NY 11590

CERTIFICATE HOLDER

Nassau County Department of Consumer Affairs
240 Old Country Road
Mineola, NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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NEW YORK STATE Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

ComfortKool HVAC-R
1200 Shames Drive
Suite D
Westbury, NY 11590

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number

04-3666821

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

Nassau County Department of
Consumer Affairs
240 Old Country Road
Mineola, NY 11501

3a. Name of Insurance Carrier
Metropolitan Life Insurance Company

3b. Policy Number of Entity Listed in Box 1a
215165

3c. Policy Effective Period:
January 1, 2026 to **December 31, 2026**

4. Policy provides the following benefits:
- [X] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:
- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

_____

_____

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

Date Signed: **Janaury 6, 2026** By: *Natassia Harris*
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number **spu_group_contracts@metlife.com** Name and Title: **Natassia Harris, State Plan Consultant**

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

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

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

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

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

Telephone Number _____ Name and Title _____

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

Certified: --

B-13-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE AUGUST 27, 2026 12:41 PM

NIFS ID: T62462-01G

Capital: **X**

Contract ID #: **T62462-01G**

NIFS Entry Date:

DPW Contract Number: **T62462-01G**

Department: Public Works

Service: **Traffic Signal Expansion Phase 10 T62462-01G PIN 0761.25 B13-26**

Term: **Twenty-Four (24) months from NTP**

Contract Delayed:

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

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

Vendor/Municipality Info:	
Name: **Hinck Electrical Contractor, Inc.**	ID#:**112215346**
Main Address: **75 Orville Drive** **Bohemia, NY 11716** Contract Specific Address: **For Remittance:** **Hinck Electrical Contractors, Inc.** **75 Orville Drive, Suite 1** **Bohemia, New York, 11716-2501**	
Main Contact: **Laverne Oliver**	
Main Phone:	

Department:
Contact Name: **Christopher Liberti**
Address: **NCDPW** **1194 Prospect Ave** **Westbury NY 11590**
Phone: **(516) 571-3930**
Email: **cliberti@nassaucountyny.gov,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,lcaruso@nassaucountyny.gov**

Contract Summary

Purpose: This contract provides funding for the construction of thirty-nine (39) traffic signals and twenty-one (21) traffic cameras at various intersections along Hempstead Avenue, Franklin Avenue, New Hyde Park Road, Mineola Boulevard, and Glen Cove Avenue. This is a FEDERAL AID job PIN 0761.25.

Procurement History: The contract was advertised on August 6, 2025. Three (3) bids were received and opened on September 30, 2025. Hinck Electrical Contractor, Inc. was the lowest responsible bidder.

Description of General Provisions: Construction of traffic signals and cameras. The contract duration is twenty (24) months.

Impact on Funding / Price Analysis: Funding for this contract is available from the Capital Project 62462. The maximum contract amount is $17,112,868.35 of which $8,566,400.00 is Federal, $1,606,200.00 is State, and $6,940,268.35 is County funded. DBE

Utilization is 10%. FEDERAL AID PIN 0761.25.

Change in Contract from Prior Procurement: New Procurement.

Method of Source Selection:

☑ Formal Sealed Bid awarded to lowest, responsible bidder

Contract #: T62462-01G

Advertised On: 08/06/2025

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

Publicly Opened On: 09/30/2025

Number of bids received: 3

MWBE Participation:

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

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

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00004	PWCAPCAP 00004 62462 125	01	$17,112,868.35
Project Number 62462 Project Detail 125								
						TOTAL		**$17,112,868.35**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$8,566,400.00
State	$1,606,200.00
Capital	$6,940,268.35
Other	$0.00
Total	**$17,112,868.35**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	07/17/2026 09:01AM	Approved
NIFS Final Approval	Loretta Dionisio	07/17/2026 09:15AM	Approved
Final Approval	Loretta Dionisio	07/17/2026 09:15AM	Approved
DPW			
Capital Fund Approval	Loretta Dionisio	07/17/2026 09:16AM	Approved
Final Approval	Loretta Dionisio	07/17/2026 09:16AM	Approved
County Attorney			
RE & Insurance Verification	Shannon Molloy	07/17/2026 10:25AM	Approved
Approval as to Form	Julie Silverstein	07/20/2026 04:20PM	Approved
NIFS Approval	Mary Nori	07/27/2026 03:44PM	Approved
Final Approval	Mary Nori	07/27/2026 03:44PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	07/20/2026 04:57PM	Approved
NIFA Approval	Christopher Nolan	07/27/2026 11:45AM	Approved
Final Approval	Christopher Nolan	07/27/2026 11:45AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	07/27/2026 04:11PM	Approved
DCE Compliance Approval	Robert Cleary	08/05/2026 02:11PM	Approved
Vertical DCE Approval	Arthur Walsh	08/26/2026 07:20PM	Approved
Final Approval	Arthur Walsh	08/26/2026 07:20PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	08/27/2026 11:06AM	Approved

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

B13-26

RULES RESOLUTION NO -2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND HINCK ELECTRICAL CONTRACTORS, INC.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract T62462-01G, TRAFFIC SIGNAL EXPANSION-PHASE 10-PIN 0761.25, NASSAU COUNTY, NEW YORK ["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of HINCK ELECTRICAL CONTRACTORS, INC.

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

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

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be $ 17,112,868.35 now therefore be it

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

FORM OF BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned Hinck Electrical Contractor, Inc.

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

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

Signed, this 18th day of August, 2025

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under Contract No. T62462-01G for the

Nassau County Department of Public Works Traffic Signal Expansion Phase 10
PIN 0761.25

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

a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

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

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

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

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

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

Hinck Electrical Contractor, Inc.
Contractor

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

by _____ (L.S.)
Title

by _____ (L.S.)
Title

Fidelity & Deposit Company of Maryland
Surety

by Robert J Frey, Attorney-In-Fact (L.S.)
Title of Officer

Attest: _____ (L.S.) (Corporate seal of Surety)
Title of Officer

(Acknowledgment by Contractor if a corporation)

STATE OF New York)

)

ss.:
COUNTY OF Suffolk)

On this 3rd day of September, 2025, before me personally came [redacted] to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted]
that he is the President of the Hinck Electrical Contractor, Inc.
the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Susan L Ruch
Notary Public

Susan L Ruch
Notary Public, State of New York
Reg. No. 01RU6146994
Qualified in Suffolk County
Commission Expires 05-30-2026

(Acknowledgment by Contractor if a partnership)

STATE OF _____)

ss.:
COUNTY OF _____)

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

_____
Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)

)

ss.:
COUNTY OF _____)

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

_____
Notary Public

(Acknowledgment by Surety Company)

STATE OF New York)

)

ss.:
COUNTY OF Nassau)

On this 18th day of August , 2025 , before me personally came Robert J Frey to me Known, who being by me duly sworn, did depose and say that he resides in [redacted]

that he is the Attorney-In-Fact of the Fidelity & Deposit Company of Maryland the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Notary Public further said that he is acquainted with Robert J Frey and knows him to be the Attorney-in-Fact of said company; that the signature of the said Robert J Frey subscribed to the within instrument is in the genuine handwriting of the said Robert J Frey and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Robert J Frey.

Jennifer Gioino
Notary Public
#01GI6404438 exp. 2/18/2026

Jennifer Gioino
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GI6404438
Qualified in Nassau County
Commission Expires 02/18/2026

POWER OF ATTORNEY

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

NO TEXT ON THIS PAGE

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18th day of August, 2025.

SEAL SEAL SEAL

MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

FINANCIAL STATEMENT

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

NO TEXT ON THIS PAGE

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition
As Of December 31, 2024

ASSETS

Bonds	$ 181,162,758
Stocks	18,212,825
Cash and Short-Term Investments	2,411,982
Reinsurance Recoverable	20,361,515
Federal Income Tax Recoverable	10,150
Other Accounts Receivable	26,284,837
TOTAL ADMITTED ASSETS	$ 248,444,067

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses		$ 103,295
Ceded Reinsurance Premiums Payable		45,005,200
Remittances and Items Unallocated		0
Payable to parents, subs and affiliates		0
Securities Lending Collateral Liability		0
TOTAL LIABILITIES		$ 45,108,495
Capital Stock, Paid Up	$ 5,000,000	
Surplus	198,335,572	
Surplus as regards Policyholders		203,335,572
TOTAL		$ 248,444,067

Securities carried at $78,636,217 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2024 would be $236,552,538 and surplus as regards policyholders $191,444,043.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2024.

Signed by:
Laura J. Lazarczyk

Corporate Secretary

State of Illinois
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 25th day of February, 2025.

Notary Public

Official Seal
KATHERINE R SCHULTZ
Notary Public, State of Illinois
Commission No. 686903
My Commission Expires December 7, 2027

CERTIFICATE OF SOLVENCY

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

NO TEXT ON THIS PAGE

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

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

It is hereby certified that

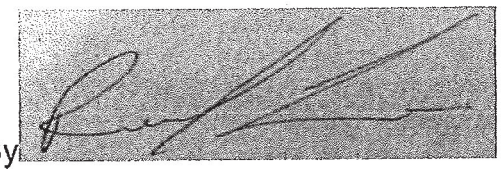
Fidelity and Deposit Company of Maryland
of Schaumburg, Illinois

a corporation organized under the laws of Illinois and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $220,634,640. (Capital $5,000,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2023, on file in this Department, prior to audit.

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

In Witness Whereof, I have here-unto set my hand and affixed the official seal of this Department at the City of Albany, this 10th day of May 2024.

Adrienne A. Harris
Superintendent

By 

Rawle Lewis
Special Deputy Superintendent

PROPOSAL
To the County of Nassau

TRAFFIC SIGNAL EXPANSION PHASE 10
P.I.N. 0761.25

NASSAU COUNTY, NEW YORK

Contract No. T62462-01G

TO THE COUNTY OF NASSAU:

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

In making this proposal the Bidder hereby declares that the Addenda which has been issued by the County of Nassau and has been received by him, that all provisions thereof have been complied with in preparing his bids.

Name of Bidder: Hinck Electrical Contractor Inc.
(Individual, Firm or Corporation, as case may be)

Bidder's Address: 75 Orville Drive, Suite1 Bohemia. NY 11716

Telephone: 631-277-7700 Date: 8/25/2025

FAX Tele: 631-277-7833

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

Name of Partners	Residence of Partners

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

Organized under the laws of the State of: _____

Name of President: John G. Buck

President's Domicile: [redacted]

Name of Vice Pres: Paul Stram

Vice Pres's Domicile: [redacted]

Corporate Officer: John G. Buck Title: Treasurer

Corporate Officer's Domicile [redacted]

Corporate Officer: Paul Stram Title: Secretary

Corporate Officer's Domicile [redacted]

NO TEXT ON THIS PAGE

The Following Paragraphs are Applicable to the Contract

THE BIDDER AFFIRMS AND DECLARES:

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

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

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

4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

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

6. The bidder also declares that he has carefully examined and fully understands all the component parts of this Contract, that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.

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

INFORMATION FOR BIDDERS

I. Rejection of Bids.

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

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. The bid on Unit Price Contracts, in the opinion of the Commissioner, contains unbalanced bid prices, where the unit price proposed for any item exceeds the estimated cost by more than fifteen percent (15%), or if any lump sum item bid exceeds the estimated cost by more than twenty-five percent (25%); or if
6. A determination that the bidder is not responsible is made in accordance with law.

B. Rejection of all bids and waiver of informalities.

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

II. Unit Price Contracts, Comparison of Bids.

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

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

III. Lump Sum Contracts, Comparison of Bids.

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

IV. Apprenticeship Training Program

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

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
203.02	10 CY	UNCLASSIFIED EXCAVATION AND DISPOSAL FOR: One Hundred Thirty four and zero (Dollars / Cents)	$ 134	00	$ 1,340	00
203.06	20 CY	SELECT FILL FOR: One Hundred Sixty One and zero (Dollars / Cents)	$ 161	00	$ 3220	00
206.03010010	14,455 LF	CONDUIT EXCAVATION AND BACKFILL - (RESTORING TOP SURFACES NOT INCLUDED) FOR: Eleven and zero (Dollars / Cents)	$ 11.	00	$ 159,005	00
206.03100010	550 LF	TRAFFIC SIGNAL CONDUIT EXCAVATION AND BACKFILL FOR: TWO Hundred Fourteen and zero (Dollars / Cents)	$ 214.	00	$ 117,700	00
206.05	16 EACH	TEST PIT EXCAVATION FOR: One thousand fifty and zero (Dollars / Cents)	$ 1,050.	00	$ 16,800	00
404.0981	705 TON	9.5 F1 TOP COURSE ASPHALT, 80 SERIES COMPACTION FOR: Three Hundred forty Eight and zero (Dollars / Cents)	$ 348.	00	$ 245,340	00
404.2589	4,396 TON	25 F9 BINDER COURSE ASPHALT, 80 SERIES COMPACTION FOR: Four Hundred one and zero (Dollars / Cents)	$ 401.	00	$ 1,762,996	00
407.0102	3,453 GAL	DILUTED TACK COAT FOR: Five and Thirty Five Cents (Dollars / Cents)	$ 5.	35	$ 18,473	55

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
418.7603	16,161 LF	ASPHALT PAVEMENT JOINT ADHESIVE FOR: Three (Dollars) and Twenty Five (Cents)	$ 3	25	$ 52,523	25
520.09000010	15,000 LF	SAW CUTTING ASPHALT CONCRETE FOR: Five (Dollars) and Thirty Five (Cents)	$ 5	35	$ 80,250	00
560.70000008	15 SF	BRICK FACING FOR: One Hundred Seven (Dollars) and zero (Cents)	$107	00	1,605	00
608.0101	5 CY	CONCRETE SIDEWALKS AND DRIVEWAYS FOR: One Thousand Two Hundred Eighty Five (Dollars) and zero (Cents)	$1,285	00	$6,425	00
608.01050010	278 CY	CONCRETE SIDEWALKS - UNREINFORCED (GRADING INCLUDED) FOR: One Thousand one Hunared Seventy two (Dollars) and zero (Cents)	$ 1,172	00	$ 325,816	00
608.01050109	12 EACH	CURB RAMP CONFIGURATION TYPE 1 FOR: Six Thousand Six Hundred Eight Eight (Dollars) and zero (Cents)	$ 6,688	00	$ 80,256	00
608.01050209	15 EACH	CURB RAMP CONFIGURATION TYPE 2 FOR: Six Thousand Six Hundred Eighty Eight (Dollars) and zero (Cents)	$6,6888	00	$ 100,320	00
608.01050309	11 EACH	CURB RAMP CONFIGURATION TYPE 3 FOR: Nine Thousand one Hunared and zero (Dollars) (Cents)	$9,100	00	$ 100,100	00

Revised By: Raul Stu
Date: 6/30/2026

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
418.7603	16,161 LF	ASPHALT PAVEMENT JOINT ADHESIVE FOR: Three and Twenty Five Dollars Cents	$ 3.	25	$ 52,523	25
520.09000010	15,000 LF	SAW CUTTING ASPHALT CONCRETE FOR: Five and Thirty Five Dollars Cents	$ 5.	35	$ 80,250	00
560.70000008	15 SF	BRICK FACING FOR: One Hundred Seven and zero Dollars Cents	$107.	00	~~$1,605~~ $ 1605.	~~00~~ 00
608.0101	5 CY	CONCRETE SIDEWALKS AND DRIVEWAYS FOR: One Thousand Two Hundred Eighty Five and zero Dollars Cents	$1,285	00	$6,425	00
608.01050010	278 CY	CONCRETE SIDEWALKS - UNREINFORCED (GRADING INCLUDED) FOR: One Thousand one Hunared Seventy two and zero Dollars Cents	$ 1,172	00	$ 325,816	00
608.01050109	12 EACH	CURB RAMP CONFIGURATION TYPE 1 FOR: Six Thousand Six Hunared Eighty Eight and zero Dollars Cents	$ 6,688.	00	$ 80,256	00
608.01050209	15 EACH	CURB RAMP CONFIGURATION TYPE 2 FOR: Six Thousand Six Hundred Eighty Eight and zero Dollars Cents	$6,688	00	$ 100,320	00
608.01050309	11 EACH	CURB RAMP CONFIGURATION TYPE 3 FOR: Nine Thousand one Hundred and zero Dollars Cents	$9,100	00	$ 100,100	00

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CENTS	TOTAL AMOUNT DOLLARS	TOTAL AMOUNT CENTS
608.01050409	26 EACH	CURB RAMP CONFIGURATION TYPE 4 FOR: Nine Thousand One Hundred and zero Dollars Cents	$ 9,100	00	$ 236,600	00
608.01050509	15 EACH	CURB RAMP CONFIGURATION TYPE 5 FOR: Nine Thousand four Hundred Sixteen and zero Dollars Cents	$9416	00	$ 141,240	00
608.01050609	1 EACH	CURB RAMP CONFIGURATION TYPE 6 FOR: Eleven Thousand, Two Hundred Thirty five and zero Dollars Cents	$ 11,235	00	$ 11,235	00
608.01050709	6 EACH	CURB RAMP CONFIGURATION TYPE 7 FOR: Nine Thousand four Hundred Sixteen and zero Dollars Cents	$ 9,416	00	$ 56,496	00
608.01050809	29 EACH	CURB RAMP CONFIGURATION TYPE 8 FOR: Six Thousand Six Hundred Eighty Eight and zero Dollars Cents	$ 6,688	00	$ 193,952	00
608.01050909	24 EACH	CURB RAMP CONFIGURATION TYPE 9 FOR: Six Thousand Six Hundred Eighty Eight and zero Dollars Cents	$ 6,688	00	$ 160,512	00
608.01051009	2 EACH	CURB RAMP CONFIGURATION TYPE 10 FOR: Eight Thousand Twenty Five and zero Dollars Cents	$ 8,025	00	$ 16,050	00
608.01051109	10 EACH	CURB RAMP CONFIGURATION TYPE 11 FOR: Six Thousand four Hundred Twenty Five and zero Dollars Cents	$ 6,425	00	$ 64,250	00

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
608.01051409	2 EACH	CURB RAMP CONFIGURATION TYPE 14 FOR: Eight Thousand Twenty Five and zero Dollars Cents	$8,025	00	$16,050	00
608.02010015	1,080 CY	UNCLASSIFIED EXCAVATION AND DISPOSAL FOR SIDEWALKS, CURB RAMPS AND CURBS FOR: Fifty Three and Fifty Dollars Cents	$53.	50	$57,780	00
608.02020015	786 CY	OPTIONAL TYPE SUBBASE COURSE FOR SIDEWALKS, CURB RAMPS AND CURBS FOR: Twenty Six and eighty Dollars Cents	$26.	80	$21,064	80
609.04010510	133 LF	CAST-IN-PLACE CONCRETE CURB (GRADING INCLUDED) TYPE VF6 FOR: Sixty Nine and Eighty Dollars Cents	$69.	80	$9283	40
610.1403	137 CY	TOPSOIL - LAWNS FOR: One Hundred Seven and zero Dollars Cents	$107.	00	$14,659	00
610.1602	557 SY	TURF ESTABLISHMENT - LAWNS FOR: Thirty Seven and Fifty Dollars Cents	$37.	50	$20,897	50
610.19	20 MGAL	WATERING VEGETATION FOR: Sixty and zero Dollars Cents	$60.	00	$1,200	00
618.7810012	35 EACH	SECURITY BOLLARD FIXED, CAST IN PLACE, SHALLOW FOR: Three Thousand Six Hundred Three and zero Dollars Cents	$3,603	00	$126,105	00

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
619.01	1 LS	BASIC WORK ZONE TRAFFIC CONTROL FOR: Four hunded Eighteen Thousand Five hunded Dollars Seventy Dollars Cents Zero cts	418,570.	00	418,570.	00
619.1611	936 INT/MO	MAINTAIN TRAFFIC SIGNAL EQUIPMENT, REQUIREMENT "A" FOR: Two hunded Seventy Four Dollars Dollars Zero Cents	274.	00	256,464.	00
625.01	1 LS	SURVEY OPERATIONS FOR: Twelve Thousand and Zero Dollars Cents	12,000.	00	12,000.	00
635.0103	72,966 LF	CLEANING AND PREPARATION OF PAVEMENT SURFACES - LINES FOR: Five Dollars and Eighty Five Dollars Cents	5.	85	426,851	10
635.0203	19 EACH	CLEANING AND PREPARATION OF PAVEMENT SURFACES - LETTERS FOR: One hunded Sixty One Dollars Zero Cents	161.	00	3059.	00
635.0303	75 EACH	CLEANING AND PREPARATION OF PAVEMENT SURFACES - SYMBOLS FOR: One hunded Sixty One Dollars Zero Cents	161.	00	12,075	00
645.5101	139 SF	GROUND-MOUNTED SIGN PANELS WITHOUT Z-BARS FOR: One hunded Eighty One Dollars Zero Cents	181.	00	25,159	00
645.81	62 EACH	TYPE A SIGN POSTS FOR: Three hunded Ninety Six Dollars Zero Cents	396.	00	24,552	00

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CENTS	TOTAL AMOUNT DOLLARS	TOTAL AMOUNT CENTS
645.85	7 EACH	POLE MOUNTED SIGN SUPPORT SYSTEM (BAND MOUNTED) FOR: One Thousand four Hunared Thirty seven Dollars and zero Cents	$ 1,437	00	$ 10,059	00
647.31	41 EACH	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET) FOR: Two Thousand five Hunared fifty one and Dollars zero Cents	$ 2,551	00	$ 104,591	00
647.51	15 EACH	REMOVE AND DISPOSE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET) FOR: Two Thousand Ninety five and zero Dollars Cents	$ 2,095	00	$ 31,425	00
647.61	14 EACH	REMOVE & DISPOSE SIGNS, GROUND MOUNTED TYPE A SIGN SUPPORTS & FOUNDATIONS (UNDER 30 SQ FT) FOR: Six Hundred Twelve and zero Dollars Cents	$ 612	00	$ 8,568	00
647.64	15 EACH	REMOVE AND DISPOSE HIGH CAPACITY TYPE A GROUND MOUNTED SIGN SUPPORT AND FOUNDATION FOR: Three thousand two nunared forty five Dollars and zero Cents	$ 3,245	00	$ 48,675	00
662.60030008	8 EACH	ALTERING ELEVATION OF GAS VALVE BOXES FOR: One Thousand Six Hunared five and zero Dollars Cents	$1,605	00	$12,840	00
662.62000010	3 EACH	RESETTING CASTINGS ON EXISTING UTILITY MANHOLES FOR: one Thousanel Six Hundred five and zero Dollars Cents	$ 1,605	00	$ 4,815	00
663.33	6 EACH	ADJUST EXISTING VALVE BOX ELEVATION FOR: One Thousand Six Hundred five and zero Dollars Cents	$1,605	00	$ 9,630	00

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
670.1206	5 EACH	6 FT ALUMINUM SINGLE MEMBER BRACKET ARM FOR: Nine Hundred Fifteen and zero Dollars Cents	$915	00	$ 4,575	00
670.1208	1 EACH	8 FT ALUMINUM SINGLE MEMBER BRACKET ARM FOR: Nine Hundred Thirty TWO and zero Dollars Cents	$932	00	$932	00
670.1210	2 EACH	10 FT ALUMINUM SINGLE MEMBER BRACKET ARM FOR: One Thousand Four Hundred Fifteen and zero Dollars Cents	$1,415	00	$2,830	00
680.050200NA	5 EACH	FURNISH AND INSTALL VIDEO VEHICLE DETECTION EQUIPMENT FOR: Twelve Thousand Six Hundred Forty Three and zero Dollars Cents	$ 12,643	00	$ 63,215	00
680.110008NA	72 EACH	FURNISH AND INSTALL 8 FOOT SIGNAL POST FOR: TWO Thousand Four Hundred Forty Four and zero Dollars Cents	$ 2,444	00	$ 175,968	00
680.110010NA	27 EACH	FURNISH AND INSTALL 10 FOOT SIGNAL POST FOR: TWO Thousand Five Hundred Fifty Three and zero Dollars Cents	$ 2,553	00	$ 68,931	00
680.130001NA	6 EACH	FURNISH AND INSTALL ELECTRICAL DISCONNECT / GENERATOR TRANSFER SWITCH FOR: TWO Thousand One Hundred ten and zero Dollars Cents	$2,110	00	$ 12,660	00
680.321001NA	32 EACH	FURNISH & INSTALL MODEL 2070 LX LITE CONTROLLER UNIT FOR: Five Thousand Six Hundred ten and zero Dollars Cents	$ 5,610	00	$ 179,520	00

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.332002NA	5 EACH	FURNISH & INSTALL MODEL 332 CABINET WITH AUXILIARY OUTPUT FILE AND EQUIPMENT FOR: Twenty Thousand Eight Hundred Sixty Four Dollars and zero Cents	$ 20,864	00	$ 104,320	00
680.336002NA	27 EACH	FURNISH & INSTALL MODEL 336SX CABINET AND AUXILIARY EQUIPMENT FOR: Nineteen Thousand one Hundred Eleven Dollars and zero Cents	$ 19,111	00	$ 515,997	00
680.5001	305 CY	POLE EXCAVATION AND CONCRETE FOUNDATION FOR: Two Thousand Two Hundred Twelve Dollars and zero Cents	$ 2,212	00	$ 674,660	00
680.5002	7 EACH	CONCRETE BASE FOR CONTROLLER CABINET FOR: Five Thousand one Hundreed Sixty Eight Dollars and zero Cents	$ 5,168	00	$ 36,176	00
680.51000010	32 EACH	ALTER ELEVATION OF PULLBOXES FOR: Five Hundred Eighty Nine and zero Dollars Cents	$ 589	00	$ 18,848	00
680.51050010	126 EACH	PULLBOX, RECTANGULAR REINFORCED CONCRETE (26" X 18") FOR: Two Thousand Six Hundred Dollars Zero Cents	$ 2,610	00	$ 328,860	00
680.51100010	62 EACH	CLEAN EXISTING PULLBOX FOR: Four Hundred Twenty Three and zero Dollars Cents	$ 423	00	$ 26,226	00
680.51400010	9 EACH	CONCRETE FIBER OPTIC PULLBOX FOR: Six Thousand Forty Three and zero Dollars Cents	$ 6,043	00	$ 54,387	00

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.520102	369 LF	CONDUIT, METAL STEEL, ZINC COATED, 3/4" FOR: Twenty Dollars Zero Cents (Dollars / Cents)	20.	00	7,380.	00
680.520104	1,827 LF	CONDUIT, METAL STEEL, ZINC COATED, 1 1/4" FOR: Twenty Seven Dollars Ten (Dollars / Cents)	27.	10	49,511.	70
680.520106	904 LF	CONDUIT, METAL STEEL, ZINC COATED, 2" FOR: Thirty Two Dollars AND Forty (Dollars / Cents)	32.	40	29,289.	60
680.520108	11,432 LF	CONDUIT, METAL STEEL, ZINC COATED, 3" FOR: Forty Nine Dollars AND Forty (Dollars / Cents)	49.	40	564,740.	80
680.53010010	350 LF	CLEAN EXISTING CONDUIT FOR: Three Dollars AND Eighty (Dollars / Cents)	3.	80	1330.	00
680.54	8,655 LF	INDUCTANCE LOOP INSTALLATION FOR: Twenty Nine Dollars Zero (Dollars / Cents)	29.	00	250,995	00
680.7001	1 EACH	SINGLE SPAN WIRE ASSEMBLY FOR: Three thousand One hundred Seventy two (Dollars) Zero (Cents)	3,172.	00	3172.	00
680.7004	55,229 LF	MESSENGER ASSEMBLY FOR: Five Dollars AND Forty (Dollars / Cents)	5.	40	298,236.	60

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.700606	66 EACH	RISER ASSEMBLY, 2" DIAMETER FOR: One thousand Four hundred Fifty Eight Dollars Zero Cents	1,458.	00	96,228	00
680.72	23,642 LF	INDUCTANCE LOOP WIRE FOR: One Dollar thirty Five Cents Dollars Cents	1.	35	31,916	70
680.730214	44,279 LF	SIGNAL CABLE 2 CONDUCTORS, 14 AWG FOR: Two Dollars Eighty Seven Cents Dollars Cents	2.	87	127,080	73
680.730314	32,291 LF	SIGNAL CABLE 3 CONDUCTORS, 14 AWG FOR: Three Dollars nine Cents Dollars Cents	3.	09	99,779	19
680.730514	1,067 LF	SIGNAL CABLE 5 CONDUCTORS, 14 AWG FOR: Three Dollars Seventy Four Dollars Cents	3.	74	3990	58
680.730714	15,510 LF	SIGNAL CABLE 7 CONDUCTORS, 14 AWG FOR: Four Dollars and two cents Dollars Cents	4.	02	62350	20
680.731014	8,336 LF	SIGNAL CABLE 10 CONDUCTORS, 14 AWG FOR: Four Dollars and Seventy two Dollars Cents	4.	72	39,345	92
680.731514	9,426 LF	SIGNAL CABLE 15 CONDUCTORS, 14 AWG FOR: Five Dollars AND Seventy Three Dollars Cents	5.	73	54,010	98

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.732014	426 LF	SIGNAL CABLE 20 CONDUCTORS, 14 AWG FOR: Six Dollars Twenty Cents (Dollars / Cents)	6	.20	2641	.20
680.76610010	31 EACH	POWER SERVICE CONNECTION (NASSAU COUNTY) FOR: Seven Hundred Fifty Dollars Zero Cents (Dollars / Cents)	750	.00	23,250	.00
680.77000010	1 LS	MODIFY TRAFFIC SIGNAL EQUIPMENT FOR: Two Hundred Eighty Three Thousand Thirty Three Dollars (Dollars) Zero Cents (Cents)	283,033	.00	283,033	.00
680.79000010	1 LS	REMOVE TRAFFIC SIGNAL EQUIPMENT FOR: Six Hundred Sixty Five Thousand Nine Hundred Seventy Dollars (Dollars) Zero Cents (Cents)	665,970	.00	665,970	.00
680.810101	323 EACH	TRAFFIC SIGNAL MODULE - 12 INCH, RED BALL, LED FOR: Ninety Four Dollars Zero Cents (Dollars / Cents)	94	.00	30,362	.00
680.810102	11 EACH	TRAFFIC SIGNAL MODULE - 12 INCH, RED ARROW, LED FOR: Ninety Three Dollars Zero Cents (Dollars / Cents)	93	.00	1,023	.00
680.810103	326 EACH	TRAFFIC SIGNAL MODULE - 12 INCH, YELLOW BALL, LED FOR: Ninety Four Dollars Zero Cents (Dollars / Cents)	94	.00	30,644	.00
680.810104	35 EACH	TRAFFIC SIGNAL MODULE - 12 INCH, YELLOW ARROW, LED FOR: Ninety Seven Dollars Zero Cents (Dollars / Cents)	97	.00	3,395	.00

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.810105	321 EACH	TRAFFIC SIGNAL MODULE - 12 INCH, GREEN BALL, LED FOR: Ninety Four Dollars Zero Cents (Dollars / Cents)	94.	.00	30,174	.00
680.810106	40 EACH	TRAFFIC SIGNAL MODULE - 12 INCH, GREEN ARROW, LED FOR: Ninety Seven Dollars Zero Cents (Dollars / Cents)	97	.00	3,880	.00
680.810107	1,061 EACH	TRAFFIC SIGNAL SECTION - TYPE I, 12 INCH FOR: Four Hundred Twenty Five Dollars Zero Cents (Dollars / Cents)	425.	.00	450,925	.00
680.8111	132 EACH	TRAFFIC SIGNAL BRACKET ASSEMBLY - 1 WAY FOR: Five Hundred Sixteen Dollars Zero Cents (Dollars / Cents)	516	.00	68,112	.00
680.8112	46 EACH	TRAFFIC SIGNAL BRACKET ASSEMBLY - 2 WAY FOR: Eight Hundred Thirty Three Dollars Zero Cents (Dollars / Cents)	833	.00	38,318	.00
680.8113	27 EACH	TRAFFIC SIGNAL BRACKET ASSEMBLY - 3 WAY FOR: One Thousand Nineteen Dollars Zero Cents (Dollars / Cents)	1,019	.00	27,513	.00
680.8114	11 EACH	TRAFFIC SIGNAL BRACKET ASSEMBLY - 4 WAY FOR: One Thousand Two Hundred Twenty Dollars Zero Cents (Dollars / Cents)	1,220	.00	13,420	.00
680.813108NA	192 EACH	LED PEDESTRIAN SIGNAL WITH COUNTDOWN TIMER ASSEMBLY 16" X 18" FOR: One Thousand One Hundred Forty Two Dollars Zero Cents (Dollars / Cents)	1,142	.00	219,264	.00

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.81422010	11 EACH	AUXILIARY POLE AND FOUNDATION FOR: Seven Thousand Seven Hundred Sixty one Dollars Zero Cents (Dollars / Cents)	7,761.	.00	85,371	.00
680.8151	106 EACH	ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITHOUT POST FOR: Nine Hundred Seventy one Dollars Zero Cents (Dollars / Cents)	971.	.00	102,926	.00
680.8152	43 EACH	ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITH POST FOR: Two Thousand Eight Hundred Fifty Six Dollars Zero Cents (Dollars / Cents)	2,856	.00	122,808	.00
680.8199	4 EACH	BACKPLATES FOR TRAFFIC SIGNAL HEADS FOR: Four Hundred fourty five Dollars Zero Cents (Dollars / Cents)	445	.00	1,780	.00
680.8204	40 EACH	OVERHEAD SIGN ASSEMBLY, TYPE D FOR: One Thousand Ninety Eight Dollars Zero Cents (Dollars / Cents)	1,098	.00	43,920	.00
680.82162510	6 EACH	16 FT MAST ARM POLE WITH A 25 FT MAST ARM (NASSAU COUNTY) FOR: Nineteen Thousand Three Hundred Thirty Seven Dollars Zero Cents (Dollars / Cents)	19,337	.00	116,022	.00
680.82163010	17 EACH	16 FT MAST ARM POLE WITH A 30 FT MAST ARM (NASSAU COUNTY) FOR: Nineteen Thousand Four Hundred Thirty Six Dollars Zero Cents (Dollars / Cents)	19,436	.00	330,412	.00
680.82163510	13 EACH	16 FT MAST ARM POLE WITH A 35 FT MAST ARM (NASSAU COUNTY) FOR: Nineteen Thousand Six Hundred Ninety Dollars Zero Cents (Dollars / Cents)	19,690	.00	255,970	.00

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.82164010	22 EACH	16 FT MAST ARM POLE WITH A 40 FT MAST ARM (NASSAU COUNTY) FOR: Twenty Four Thousand Three hundred twenty three Dollars Zero Cents	24,323	00	535,106	00
680.82164510	9 EACH	16 FT MAST ARM POLE WITH A 45 FT MAST ARM (NASSAU COUNTY) FOR: Twenty Five Thousand Seven Dollars Dollars Zero Cents	25,007	00	225,063	00
680.82165010	8 EACH	16 FT MAST ARM POLE WITH A 50 FT MAST ARM (NASSAU COUNTY) FOR: Twenty Six Thousand Five hundred ninety Four Dollars Zero Cents	26594	00	212,752	00
680.8225	30 EACH	PEDESTRIAN PUSHBUTTON AND SIGN - WITHOUT POST FOR: Four hundred Eighty Two Dollars Zero Cents	482	00	14,460	00
680.8226	13 EACH	PEDESTRIAN PUSHBUTTON AND SIGN - WITH POST FOR: Two Thousand one hundred Thirty Three Dollars Zero Cents	2,133	00	27,729	00
680.84100210	1 EACH	NO TURN ON RED (NTOR) LED OVERHEAD SIGN 24" W x 30" H FOR: Four Thousand Eight hundred thirty Three Dollars Zero Cents	4,833	00	4833	00
680.950208	4,175 LF	ELECTRIC SERVICE CABLE FOR: Six Dollars zero Cents Dollars Cents	6.	00	25,050	00
683.030300NA	13 EACH	HD CCTV TOP MOUNT IP CAMERA ASSEMBLY FOR: Eight Thousand Six hundred Fifty Dollars Zero Cents	8650	00	112,450	00

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
683.030600NA	7 EACH	HD CCTV DOME IP CAMERA ASSEMBLY FOR: Seven thousand Eighteen Dollars Zero Cents	7018	00	49126	00
683.060100NA	1 EACH	CCTV CAMERA CONTROL CABINET FOR: Six thousand two hundred ninety two Dollars Zero Cents	6292.	00	6292	00
683.072012NA	9 EACH	FURNISH AND INSTALL 12 PORT RACK MOUNT FIBER PATCH PANEL FOR: Eight hundred twenty Five Dollars Zero Cents	825	00	7425	00
683.072048NA	7 EACH	FURNISH AND INSTALL 48 PORT RACK MOUNT FIBER PATCH PANEL FOR: One thousand Six hundred Forty Nine Dollars Zero Cents	1649	00	11543	00
683.090100NA	39 EACH	8 PORT HARDENED 10/100 ETHERNET SWITCH WITH ON DUAL PURPOSE 10/100/1000 OR SFP PORT FOR: Two thousand Eight hundred ninety two Dollars Zero Cents	2892	00	112788	00
683.090600NA	40 EACH	10/100 MBPS OPTICAL ETHERNET CONVERTER, SHELF MOUNT FOR: One thousand Six hundred ninety one Dollars Zero Cents	1691	00	67640	00
683.091000NA	6 EACH	24 PORT HARDENED ETHERNET SFP SWITCH FOR: Thirty Two thousand Eighty Five Dollars Zero Cents	32,085	00	192510	00
683.100100NA	4 EACH	COMMUNICATIONS HUB CABINET AND AUXILIARY EQUIPMENT FOR: Seventeen thousand nine hunded Eighty nine Dollars Zero Cents	17,989	00	71,956	00

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
683.115100NA	13 EACH	WI-FI TRAVEL TIME READER FOR: Seven Thousand Five hundred twelve Dollars Zero Cents	7,512.	00	97,656	00
683.200100NA	1 LS	ITS SUBSYSTEM INTEGRATION FOR: Forty Thousand Six hundred ten Dollars Zero Cents	40610	00	40610	00
683.921024NA	48,136 LF	SINGLE MODE FIBER OPTIC TRUNK CABLE, 24 FIBERS FOR: Three Dollars and Seventy Three Dollars Cents	3.	73	179,547	28
683.921048NA	55,669 LF	SINGLE MODE FIBER OPTIC TRUNK CABLE, 48 FIBERS FOR: Four Dollars twenty Seven cents Dollars Cents	4.	27	237,706	63
683.921072NA	13,123 LF	SINGLE MODE FIBER OPTIC TRUNK CABLE, 72 FIBERS FOR: Four Dollars AND Forty Four cents Dollars Cents	4.	44	58,266.	12
683.921500NA	6,968 LF	FIBER OPTIC DROP CABLE FOR: Eight Dollars Fifty nine Dollars Cents	8.	59	59855	12
685.072001NA	25,130 LF	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT STRIPES – 20 MILS (TRIPLE DROP) FOR: One Dollar AND thirty cents Dollars Cents	1.	30	32669	00
685.072002NA	25 EACH	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT LETTERS – 20 MILS (TRIPLE DROP) FOR: Two hundred twenty Five Dollars Zero Cents	225.	00	5625.	00

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
685.072003NA	68 EACH	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT SYMBOLS – 20 MILS (TRIPLE DROP) FOR: Two Hundred Eighty Five Dollars Zero Cents (Dollars / Cents)	285	.00	19,380	.00
685.072005NA	46,835 LF	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT STRIPES (SPECIAL MARKINGS) – 20 MILS (TRIPLE DROP) FOR: Three Dollars Eighty Cents (Dollars / Cents)	3	.80	177,973	.00
685.072006NA	17,187 LF	HIGHLY REFLECTORIZED YELLOW EPOXY PAVEMENT STRIPES – 20 MILS (TRIPLE DROP) FOR: One Dollar Twenty Cents (Dollars / Cents)	1	.20	20,624	.40
685.072007NA	330 EACH	HIGHLY REFLECTORIZED YELLOW EPOXY PAVEMENT STRIPES (CROSS HATCHING) – 20 MILS (TRIPLE DROP) FOR: Three Dollars Eighty Cents (Dollars / Cents)	3	.80	1,254	.00
685.072008NA	5 EACH	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT YIELD LINE SYMBOLS – SMALL – 20 MILS (TRIPLE DROP) FOR: Eighty Three Dollars Zero Cents (Dollars / Cents)	83	.00	415	.00
691.04000020	252,000 DC	TRAINING REQUIREMENTS FOR: One Dollar Zero Cents (Dollars / Cents)	1	00	252,000	.00
697.03	935,000 DC	FIELD CHANGE PAYMENT FOR: One Dollar Zero Cents (Dollars / Cents)	1	00	935,000	.00
698.04	100 DC	ASPHALT PRICE ADJUSTMENT FOR: One Dollar Zero Cents (Dollars / Cents)	1	00	100	.00

85 P

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
698.05	100 DC	FUEL PRICE ADJUSTMENT FOR: One Dollar (Dollars) Zero Cents (Cents)	1	00	100.	00
698.06	100 DC	STEEL/IRON PRICE ADJUSTMENT FOR: One Dollar (Dollars) (Cents)	1	00	100	00
699.040001	1 LS	MOBILIZATION FOR: Six hundred Fifty thousand (Dollars) Zero (Cents)	650,000	00	650,000	00
-	1 LS	Time and Material FOR: One hundred thousand (Dollars) ZERO (Cents)	100,000	00	100,000	00

17,112,868.35

Total Bid in Numbers $ ~~17,112,083.11~~

Total Amount in Words ~~Seventeen Million One hundred Twelve thousand Eighty three Dollars and Eleven Cents~~

Seventeen Million One Hundred Twelve Thousand Eight Hundred Sixty-Eight Dollars and Thirty-Five Cents

Revised By: [signature]
Date: 7/10/2026

35 R

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
698.05	100 DC	FUEL PRICE ADJUSTMENT FOR: One Dollar (Dollars) Zero Cents (Cents)	1	00	100.	00
698.06	100 DC	STEEL/IRON PRICE ADJUSTMENT FOR: One Dollar (Dollars) (Cents)	1	00	100	00
699.040001	1 LS	MOBILIZATION FOR: Six hundred Fifty thousand (Dollars) Zero (Cents)	650,000	00	650,000	00
-	1 LS	Time and Material FOR: One hundred thousand (Dollars) Zero (Cents)	100,000	00	100,000	00

Total Bid in Numbers $ 17,112,083.11

Total Amount in Words Seventeen Million One hundred Twelve thousand Eighty three Dollars AND Eleven Cents

DETERMINATION OF LOW BID. Determination of low Bid will be made by comparing the total Bid which shall include the lump sum Base Bid price, unit price totals and allowances, plus the Add Alternate(s), minus the Deduct Alternate(s) where applicable, taken in order, or none of them, whichever amount(s) shall be judged by the Commissioner of Public Works to be in the best interest of the County.

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MAJOR EQUIPMENT ITEMS: The Bidder shall fill the name and address of the proposed system suppliers for the major equipment items tabulated hereinafter. It is expressly understood that the furnishing of this information will not relieve the Bidder of any requirements of the Contract Documents and failure to fill out properly is grounds for rejection.

Specification Number	Description	Manufacturer and/or Supplier
1080.0502001NA	Vid cameras	Iteris
1080-32100INA	Traffic Controllers	Siemens
		Marbelite
All Strain	Steel Poles, Mast	-Stonybrook
Poles + Mast	+ Strain	Manufacturer
arm items		
		DBE
		Electric
All Signal	Various quage	falcon wire
Cable items	Traffic Signal Cable	TW Cable
All fiber	Various fiber	OFS
optic cable	optic cables	TW Cable
items		

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

Hinck Electrical Contractor Inc.
(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number [redacted]

Firm or Corporation's Federal ID Number [redacted]

Firm or Corporation's Municipal License ID Number _____

Municipal Licensing Agency _____

By: _____ Date: 9/11/2025

(Print) John G. Buck Title: President

WHERE BIDDER IS A CORPORATION, ADD:

ATTEST: _____
Secretary
Paul Stram

(CORPORATE)
(SEAL)

NO TEXT ON THIS PAGE

QUALIFICATION STATEMENT

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

1. How many years has your firm been in the business under your present business name? 55 years

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

   a. as a Prime Contractor 55 years

   b. as a Subcontractor 55 years

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

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
[redacted]	ITS	24%	NYSDOT -
	Taxiway	10%	MacArthur Airport - Andrea Luft

(use additional blank sheets if additional space is necessary)

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

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
[redacted]	New camera & time to distance Sign.	100%	Nassau County DPW -Jeff -Mike Kurpiec

(use additional blank sheets if additional space is necessary)

5. Have you:

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

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

NO TEXT ON THIS PAGE

c. ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? NO
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

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

a. that failed to complete a construction contract? NO
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

NO TEXT ON THIS PAGE

d. that has ever been barred from bidding municipal or public contracts? NO
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? NO
If so, state name of individual, name of owner and reason therefor:

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

None

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

None

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

None

NO TEXT ON THIS PAGE

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

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
Paul Stram	Vice President	48 years	ID	Estimating hands on Electrical work.

(use additional blank sheets if additional space is necessary)

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

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
- Please see attached Truck List -			

(use additional blank sheets if additional space is necessary)

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

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

Not Applicable

(use additional blank sheets if additional space is necessary)

NO TEXT ON THIS PAGE

Veh. #	Vehicle Description	Plate #	Weight	Diesel/Gas
1	1998 ISUZU Rack Truck	[redacted]	**14,200**	Diesel
2	2014 FORD E350		**12000**	GAS
3	2010 Ford f450		**13991**	Diesel
4	2015 Ford F450 (Rack Truck)		**10,800**	
5	2011 International		33,000	Diesel
6	1994 International Flatbed		**25990**	Diesel
7	1991 GMC Utility		**24,468**	Diesel
8	2015 International Bucket Truck			Diesel
9	2001 Ford E-450 Cutaway			Diesel
10	2004 Freightliner			Diesel
12	2013 Ford E350			
13	2013 Ford E350			
14	2014 Ford E350			
16	2005 GMC 8500 Digger Derrick			**Big Ron**
17	2013 International Box Truck			
18				
19	1998 International Truck		**18,500**	**Diesel**
20	2006 International 4000			**Diesel**
21	2004 Freightliner M2		**13,386**	**Diesel**
22	1998 Chevy C7H042		**13,067**	**Diesel**
23	2007 International 4300		**33,000**	**Diesel**
24	2019 Chevy 2500 HD Pick Up		**9,500**	**Gas**
25	2013 Ford Van			
26	2013 Ford Van			

27	2020 Ford Transit		**9,500**	**GAS**
28	2007 International			**Diesel**
29	2007 FORD F-550 - Box Truck -			
30	2018 Ford Transit Chris Grant			**gAS**
CT-30	2002 International Attenuator		**15,280**	**Diesel**
31	2017 Ford F250 SRW-Werner			
32	2002 Ford F550		**10,854**	**Diesel**
33	2002 Freightliner Utility-Box Loop		**13,836**	**Diesel**
34	2007 GMC Van Fiber Splicer			**gaS**
35	2006 Chevrolet C4500		**17,500**	**GAS**
36	2000 Ford F450		**10,740**	**Diesel**
37	2001 Isuzu NPR		**8,620**	**Diesel**
CT-37	2003 International Attenuator Truck		**14,200**	**Diesel**
38	2006 Ford E-550		**7,071**	**Diesel**
39	2011 Ford F550			**GAS**
CT-40	2007 International 4300		**10,000**	**Diesel**
40	2009 Ford Van Bucket			
41	2009 Ford Econoline			
42	2009 Ford E350			
43	2007 Isuzu			
44	2005 FORD PICK UP			
45	2004 Ford E450		**5,896**	**Diesel**
46	2004 Ford E450-BOX		**5,507**	**Diesel**
48	2019 Ford T350		**10,000**	**GAS**
49	2004 Freightliner FL70-Box Loop		**10,283**	**Diesel**
50	2004 Chevy Pickup			
CT-50	2205 International			DIESEL

51	2019 Ford Transit (GN)	[redacted]		
52	2012 International Frieght			DIESEL
53	2012 International Frieght			DIESEL
54	2021 Chevy Silverado Ronnie New Truck			
55	2016 Chevy 1500 SEAN GARFIN			
56	2013 F150 - Joe Flannagan			
57	2014 Ford F150 XL GORDON			
58	2013 F-150 - Carmen			
61				
62				
63				
64	2013 Ford E350			
65	2013 Ford E350			
66	2013 Ford E350			
67	2014 Chevrolet Silverado 2500- Pick up Brian G			
68	2013 Ford E350			
69	2013 Ford E350			
70	2013 Ford E350 Richard Townsend			
71	2013 Ford E350			
72	2013 Ford E350			
73	2013 Ford E350			
74	2006 Chevrolet Bucket Truck		**8,956**	**Diesel**
74	2016 Chevrolet Silverado			
75	1999 International Utility		**14,647**	**Diesel**
76	2007 INTER UTILITY		**14,300**	**Diesel**
77	1998 Freightliner FL-80 Bucket Truck -85 Footer		**24,775**	**Diesel**
78	2009 Ford Utility - F550 Bucket			

26FT	2002 Freightliner MT-4500	[redacted]	**7,705**	**Diesel**
FRED	2021 Land Rover			
Denise	2017 Cadillalc Esc			
JOHN G	2023 F150			Gas
John G	2019 Jeep			
PAM	2021 Porsche Cayenne			
JOHN G	2021 Dodge Challenger			
PAUL				
Chuck	2011 Dodge Ram			
Timmy	2019 Ford F150			
TRL	1972 HoggDavis Hydra 985			
TRL	1982 Homem Utility			
TRL	1993 Utility Trailer			
TRL	2000 Kiefe Trailer			
TRL	2000 Kiefe Trailer			
TRL	2002 Carmal LTRL			
TRL	2015 inTech Trailer			
TRL	2023 Felling Trailer			

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

Looked at Existing Intersections

(use additional blank sheets if additional space is necessary)

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

- Take over existing intersection maintenance
- Layout new equipment
- Perform all underground work
- Install all poles, cable, signals, controller cab.
- Turn on new signal
- Remove & return all old to NCDPW

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

Paul Stram / Tim Forster

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term

- Please see attached commercial / General Liability certificate.

NO TEXT ON THIS PAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/19/2025

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

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

PRODUCER
City Underwriting Agency Inc.
2001 Marcus Avenue
Suite W180
Lake Success NY 11042

CONTACT NAME: Kevin Tynan
PHONE (A/C, No, Ext): 516-358-3507 **FAX (A/C, No):**
E-MAIL ADDRESS: ktynan@cuagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of America	25666
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : The Travelers Indemnity Company	25658
INSURER D : The Phoenix Insurance Company	25623
INSURER E : Navigators Insurance Company	42307
INSURER F : American Casualty Company of Reading,	20427

INSURED
Hinck Electrical Contractor, Inc.
75 Orville Drive, Suite 1
Bohemia NY 11716

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	[redacted]	11/1/2024	11/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $300,000 $5,000 $2,000,000 $4,000,000 $4,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	[redacted]	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	[redacted]	11/1/2024	11/1/2025	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	[redacted]	11/1/2024	11/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
E F	2nd Excess Builders Risk			[redacted]	11/1/2024 9/15/2024	11/1/2025 9/15/2025	Limit Limit	5,000,000 2,000,000

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

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

NO TEXT ON THIS PAGE

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

(Form of affidavit where Bidder is a corporation)

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

John G. Buck Being duly sworn, deposes and says: That he resides at [redacted] ~~Stroot~~, in the City of [redacted] that he is the President of Hinck Electrical Contractor Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

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

Susan L Ruch
Notary Public, State of New York
Reg. No. 01RU6146994
Qualified in Suffolk County
Commission Expires 05-30-2026

Susan L Ruch
Notary

(Form of Affidavit where Bidder is a firm)

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

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

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

_____
Notary

(Form of Affidavit where Bidder is an individual)

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

_____ Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.

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

_____
Notary

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. T62462-01G

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

Contractor's Name and Address	Project Description (Project Title, Facility Name and Address):	Bid Date:	Total Contract Amt:
Hinck Electrical Contractor Inc 75 Orville Dr, Ste 1 Bohemia, NY 11716 Federal ID No.: [redacted]	NCDPW - Traffic Signal Expansion - Phase 10	9/9/2025	~~$17,394,397.25~~ $17,112,868.35

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

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

All Traffic Signal Installation

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

Subcontractor's Name, Address and Federal ID No.	Check (✓) *only* one. Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventiliating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
GGG Construction 30 Midland Ave Hicksville, NY 1180[redacted] Federal ID No.	☐	☐	☐	Concrete Work & General Excavation, Back Fill, Restoration	4,912,513.00
Safety Marking LLC 84 Sylvester Street Westbury, NY 1159[redacted] Federal ID No.	☐	☐	☐	Pavement markings, removals - epoxy striping	649394.15
Federal ID No.	☐	☐	☐		

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

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

Company Authorized Signature: [signature] Title: Vice President Date: 9/15/2025

Revised By: [signature]
Date: 6/30/2026

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. T62462-01G

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

Contractor's Name and Address	Project Description (Project Title, Facility Name and Address):	Bid Date:	Total Contract Amt:
Hinck Electrical Contractor Inc 75 Orville Dr, Ste 1 Bohemia, NY 11716 Federal ID No.: [redacted]	NCDPW - Traffic Signal Expansion - Phase 10	9/9/2025	$17,396,397.20

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

All Traffic Signal Installation

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

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

Subcontractor's Name, Address and Federal ID No.	Check (✓) *only* one. Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventiliating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
GGG Construction 30 Midland Ave Hicksville, NY 11801 Federal ID No.: [redacted]	☐	☐	☐	Concrete Work & General Excavation, Back Fill, Restoration	4,912,513.00
Safety Marking LLC 84 Sylvester Street Westbury, NY 1159[redacted] Federal ID No.	☐	☐	☐	Pavement markings, removals + epoxy Striping	649,394.15
Federal ID No.	☐	☐	☐		

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

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

Company Authorized Signature: [signature] Title: Vice President Date: 9/15/2025

NO TEXT ON THIS PAGE

CONTRACTOR CERTIFICATION STATEMENT REGARDING

STORM WATER POLLUTION AT THE WORK SITE

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

CONTRACTOR'S NAME: Hinck Electrical Contractor Inc.

TELEPHONE NUMBER: 631-277-7700

WORK SITE OR FACILITY NAME: NCDPW Traffic Signal Expansion

WORK SITE OR FACILITY ADDRESS OR OTHER IDENTIFYING DESCRIPTION: Various Locations

Signature John G. Buck 9/11/25 Date

John G. Buck, President
Print Name and Title of Signer

NO TEXT ON THIS PAGE

APPENDIX 2
IRAN DIVESTMENT ACT

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

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Transportation (NYSDOT) may approve a request for Assignment of Contract

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

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

APPENDIX 2-S
IRAN DIVESTMENT ACT

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

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

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

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

IRAN DIVESTMENT ACT – CERTIFICATION

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

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

The Certification is as follows:

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

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

John G. Buck 9/11/25 — John G. Buck, President

Signature/Date — Print Name and Position

NO TEXT ON THIS PAGE

ATTACHMENT 9 - NEW YORK STATE NON-COLLUSIVE BIDDING CERTIFICATE & NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND
[MACBRIDE FAIR EMPLOYMENT PRINCIPLES]

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with New York State Finance Law, Section 165, the contractor certifies that it or any individual or legal entity in which the contractor holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the contractor, either (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,
No ✓ Yes _____, and if yes:

(2) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such principles.
No ✓ Yes _____

NON-COLLUSIVE BIDDING CERTIFICATION

In accordance with New York State Finance Law, Section 139-d, by submitting its bid each bidder and each person signing on behalf of any other bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

(A) The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
(B) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
(C) No attempt has been made or will be made by the bidder to induce any other person, partnership or
corporation to submit or not to submit a bid for the purpose of restricting competition.

BIDDER	**JOINT BIDDER**
By: N/A	**By:** _____
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Company: _____	**Company:** _____
Principal Place of Business: _____	**Principal Place of Business:** _____
Address: _____	**Address:** _____
Federal Tax Identification #: _____	**Federal Tax Identification #:** _____
DATE: _____	**DATE:** _____

NO TEXT ON THIS PAGE

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

John G. Buck, President — 9/11/25
Name and Title of Authorized Representative — m/d/yy

John G. Buck — 9/11/25
Signature — Date

Hinck Electrical Contractor Inc.
Name of Organization

75 Orville Drive, Suite 1 Bohemia, NY 11716
Address of Organization

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

NO TEXT ON THIS PAGE

Instructions for Certification

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

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

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

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

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

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

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

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

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

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Appendix C:

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

Offerer Certification:

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

Date: 9/11/25

Signature: John G. Buck

Name: John G. Buck

Title: President

Contractor Name: Hinck Electrical Contractor Inc.

Contractor Address: 75 Orville Drive, Suite 1
Bohemia, NY 11716

NO TEXT ON THIS PAGE

APPENDIX U

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	Hinck Electrical Contractor Inc
Address (street/city/state/zip code):	75 Orville Drive, Suite 1 Bohemia. NY 11716
Authorized Representative (name/title):	Paul Stram - Vice President/ Secretary
Authorized Signature:	
Contract Number:	T62462-01G
Contract/Project Name:	Traffic Signal Expansion Phase 10
Contract/Project Description:	Brand new intersections on 4 Major Roadways in Nassau Complete including removals

Part 2- Projected MBE/WBE/SDVOB Contract Summary: $17,112,868.35

	Amount ($)	~~17,396,397.20~~	Percentage (%)
Total Dollar Value of the Prime Contract		DBE Contract Percentage	10%
Total MBE Dollar Amount		MBE Contract Percentage	
Total WBE Dollar Amount		WBE Contract Percentage	
Total SDVOB Dollar Amount		SDVOB Contract Percentage	
Total Combined M/WBE/SDVOB Dollar Amount		Combined M/WBE/SDVOB Contract Percentage	

Revised By:

Date: 6/30/2026

APPENDIX U

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

	Amount ($)	17,396,397.20	Percentage (%)
Total Dollar Value of the Prime Contract		DBE Contract Percentage	10%
Total MBE Dollar Amount		MBE Contract Percentage	
Total WBE Dollar Amount		WBE Contract Percentage	
Total SDVOB Dollar Amount		SDVOB Contract Percentage	
Total Combined M/WBE/SDVOB Dollar Amount		Combined M/WBE/SDVOB Contract Percentage	

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

~~MBE~~ DBE Firm	Description of Work (~~MBE~~ DBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: DBE Electric Corp. Address: 980 Little E Neck Rd City: West Babylon State/Zip Code: NY. 11704 Authorized Representative: Amish [redacted] Telephone No. 516-825-1378	Furnish traffic poles & Anchor bolts	Amount ($): 1,488,839.70 Award Date:	Start Date: Not Sure yet Completion Date:
Name: Marbelite Equipment Corp. Address: 1913 Atlantic Ave City: Manasquan, NJ State/Zip Code: NJ. 08736 Authorized Representative: Melissa Veroloni Telephone No. 732-292-2100 (x-2)	Assemble & provide all traffic signal equipment	Amount ($): 1,568,973.00 Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

NO TEXT ON THIS PAGE

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

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

NO TEXT ON THIS PAGE

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

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

NO TEXT ON THIS PAGE

APPENDIX V

VENDOR PORTAL ACKNOWLEDGMENT

Vendor Name: Hinck Electrical Contractor Inc

Contract Title: Traffic Signal Expansion Phase 10

Contract Number: T62462-01G

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

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

Signature John G. Buck Date 9/11/25

John G. Buck

Print Name

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

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APPENDIX X

BRUCE A. BLAKEMAN

NASSAU COUNTY EXECUTIVE

NASSAU COUNTY

Vendor Code of Ethics

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

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

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

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

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Chapter 1: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor means any individual or entity seeking to or doing business

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

Chapter 2: LIMITATIONS AND REPORTING OF CONTACTS WITH NASSAU COUNTY

Section 2.01 Designated Point(s) of Contact

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

Chapter 3: GIFTS OR CONTINGENT FEES

Section 3.01 Zero Tolerance

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

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

Section 3.02 Personal Relationships

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

not necessarily prohibited.

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

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

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

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

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

Section 3.03 Contingent Fees

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

Chapter 4: NEGOTIATIONS FOR FUTURE EMPLOYMENT

Section 4.01 Restrictions During the Procurement Process

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

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

Section 4.02 Restrictions Post Award

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

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

Chapter 5: CONFLICT OF INTEREST

Section 5.01 Financial Interest

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

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

Section 5.02 Personal Business Dealings

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

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

Section 5.03 Disclosure and Cooperation

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

Section 5.04 Confidential Information

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

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

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

Section 5.05 Prohibition Regarding Bidding by Participants in Procurement Development

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

Chapter 6: FORMER NASSAU COUNTY EMPLOYEES

Section 6.01 Appearance Before Former Agency-Two Year Bar

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

Section 6.02 Appearance Before Former Agency-Life Time Bar

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

Chapter 7: NON-COLLUSION

Section 7.01 Independent Bid Assessment

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

Section 7.02 Non-Communication of Bid

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

Section 7.03 Bid Submission

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

Chapter 8: DISTRIBUTION AND CERTIFICATION

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

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

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

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

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

Section 8.02 Vendor Certifications

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

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

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

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

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

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

Section 8.03 Subcontractor Certifications

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

Chapter 9: PENALTIES

Section 9.01 Responsibility Determination

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

Section 9.02 Civil/Criminal Penalties

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

Chapter 10: REPORTING OBLIGATION

Section 10.01 Reporting Gift Requests

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

Section 10.02 Reporting Material Changes

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

Section 10.03 Reporting Violations and Overpayments

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

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

Chapter 11: PROHIBITION ON RETALIATION

Section 11.01 Prohibition

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

Vendor Code of Ethics

CERTIFICATION REGARDING DISTRIBUTION OF NASSAU COUNTY VENDOR CODE OF ETHICS

SEC attached

Bid/Proposal No.: T62452-01G

Project Description: NCDPW - Traffic Signal Expansion Phase 10

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

* SEC attached x

Executed this _____ day of _____, 20____.

By _____ Signature of Authorized Official

_____ Name and Title of Authorized Official

NO TEXT ON THIS PAGE

Vendor Code of Ethics

CERTIFICATION REGARDING DISTRIBUTION OF NASSAU COUNTY VENDOR CODE OF ETHICS

Bid Proposal No.: T62452-01G

Project Description: NCDPW - Traffic Signal Expansion Phase 10

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

Executed this 15th day of September, 2025.

By Jonathan Stallone Signature of Authorized Official

Project Manager Name and Title of Authorized Official

Jonathan Stallone

Vendor Code of Ethics

CERTIFICATION REGARDING DISTRIBUTION OF NASSAU COUNTY VENDOR CODE OF ETHICS

Bid/Proposal No.: 2523902

Project Description: Nassau County Traffic Signal Expansion Phase 10

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

Executed this 15 day of September, 2025.

By _____ Signature of Authorized Official

Mark Kelly, CEO Name and Title of Authorized Official

PARTICIPATING EMPLOYEE
ACKNOWLEDGEMENT REGARDING NASSAU
COUNTY VENDOR CODE OF ETHICS

Company: Hinck Electrical Contractor Inc

Bid/Proposal No.: T62462-01G

I, John G. Buck, acknowledge that I have received and read the Nassau County Vendor Code of Ethics on _____ and that I understand it and will comply with this Code in my participation in procurements between GGG Construction (Vendor name) and Nassau County.

Executed this 11th day of September, 2025

By John G. Buck Signature of Employee

John G. Buck, President Name and Title of Employee

NO TEXT ON THIS PAGE

HINCK ELECTRICAL CONTRACTOR, INC. AND AFFILIATE
COMBINED BALANCE SHEET
APRIL 30, 2025

ASSETS

CURRENT ASSETS:	
Cash and cash equivalents	$ [redacted]
Contract receivables, net of allowance for credit losses	[redacted]
Contract assets (including conditional retainage of	[redacted]
Prepaid income taxes	
Prepaid expenses and other current assets	[redacted]
Total Current Assets	
PROPERTY AND EQUIPMENT, NET	
OTHER ASSETS:	
Federal tax deposit	[redacted]
TOTAL ASSETS	$ [redacted]

See independent accountants' review report and notes to combined financial statements.

HINCK ELECTRICAL CONTRACTOR, INC. AND AFFILIATE
COMBINED BALANCE SHEET
APRIL 30, 2025

LIABILITIES AND EQUITY

CURRENT LIABILITIES:	
Accounts payable	$ [redacted]
Contract liabilities (net of conditional retainage of [redacted])	[redacted]
Total Current Liabilities	[redacted]
LONG-TERM LIABILITIES:	
Income taxes payable - deferred	[redacted]
Total Liabilities	[redacted]
CONTINGENCIES	
EQUITY:	
Common stock, no par value; 100 shares authorized, issued and outstanding	[redacted]
Additional paid-in capital	[redacted]
Retained earnings and member's equity	[redacted]
Total Equity	[redacted]
TOTAL LIABILITIES AND EQUITY	$ [redacted]

See independent accountants' review report and notes to combined financial statements.

JOINT APPRENTICESHIP
and
TRAINING COMMITTEE
for the

Electrical Industry
OF NASSAU
& SUFFOLK COUNTIES

370 Motor Parkway
Hauppauge, NY 11788
(631) 434-3939
Fax: (631) 434-3991
www.lijatc.org

August 19, 2025

Hinck Electric Inc.
75 Orville Drive
Suite 1
Bohemia, NY 11716
ATTN: J. Buck, President

Dear: Mr. Buck:

Please be advised that because you are signatory in good standing to the Collective Bargaining Agreement between Local Union No. 25, I.B.E.W. and the National Electrical Contractors Association you are entitled to hire apprentices through the Joint Apprenticeship and Training Committee electrical apprenticeship program.

Our apprenticeship program is registered with the New York State Department of Labor and is approved and recognized as such, we also comply with all provisions of Nassau and Suffolk County Law.

If you currently employ or have employed apprentices in the past and you need to provide proof that the apprentice(s) is, are or were a part of a New York State registered apprenticeship program, we will be happy to provide you with a copy of a current AT-401 (New York State Apprenticeship Agreement) or a New York State Department of Labor Certification of Completion of Apprenticeship Training.

Sincerely,

JOINT APPRENTICESHIP
AND TRAINING COMMITTEE

Christopher E. Kelly
Training Director

CEK/ek

LABORERS LOCAL UNION NO. 1298 JOINT APPRENTICESHIP TRAINING FUND

NASSAU & SUFFOLK COUNTIES

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

May 14, 2025

Town of Islip
401 Main Street,
Room 227, ISLIP, NY 11751

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

TO WHOM IT MAY CONCERN:

This letter will serve to confirm that Local 1298 Joint Apprenticeship Training Program currently conducts a fully registered and approved New York State "Apprenticeship Training Program" ("ATP"), The ATP is co-sponsored by Local 1298 and all employers/signatory contractors, including but not limited to G.G.G. Construction Corp., to the Local 1298 Working Agreement Covering Wages and Working Conditions, dated June 1, 2023 to May 31, 2025.

Any additional questions should be directed to my attention.

Fraternally yours,

Edward G. Harbach
President Road & Heavy Construction Laborers' Union Local 1298

Training Director
Joint Apprenticeship Training Fund

SCHOOL (631) 286-8877
FAX (631) 286-8683

APPRENTICESHIP AND TRAINING • JOURNEYMEN • RETRAINING SCHOOL

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNIONS 138,138A,1388 Nassau & Suffolk Counties - 247.c

UNION- P.O. BOX 206, FARMINGDALE, N.Y. 11735-0206 SCHOOL- 575 HORSEBLOCK ROAD, BROOKHAVEN, N.Y. 11719

May 14, 2025

Town of Islip
401 Main Street,
Room 227, ISLIP, NY 11751

Local 138 Apprenticeship School (the "Apprenticeship School")
NYS Sponsor #00422
NYS ATP Code #18318
GGG Construction Corp.

To Whom It May Concern,

This letter serves to confirm that the Apprenticeship School conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited to GGG Construction Corp., to the Local 138 Agreement Covering Working Conditions, dated June 1,2023 to May 31, 2025.The ATP complies with all provisions of Suffolk and Nassau County Law.

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

FRATERNALLY YOURS,

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

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

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

CERTIFICATE OF CONTRACTOR REGISTRATION

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

Hinck Electrical Contractor, Inc.
75 Orville Drive
Suite 1
Bohemia, New York 11716
Phone Number: 6312777700
Registration Number: 24-63ZEF-CR
Date of Issue: 2024-11-19
Expiration Date: 2026-12-29

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

Roberta Reardon
Commissioner
New York State Department of Labor

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/19/2025

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

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

PRODUCER
City Underwriting Agency Inc.
2001 Marcus Avenue
Suite W180
Lake Success NY 11042

CONTACT NAME: Kevin Tynan
PHONE (A/C, No, Ext): 516-358-3507 **FAX (A/C, No):**
E-MAIL ADDRESS: ktynan@cuagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of America	25666
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : The Travelers Indemnity Company	25658
INSURER D : The Phoenix Insurance Company	25623
INSURER E : Navigators Insurance Company	42307
INSURER F : American Casualty Company of Reading,	20427

INSURED
Hinck Electrical Contractor, Inc.
75 Orville Drive, Suite 1
Bohemia NY 11716

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	[redacted]	11/1/2024	11/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	[redacted]	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	[redacted]	11/1/2024	11/1/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	[redacted]	11/1/2024	11/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E F	2nd Excess Builders Risk			[redacted]	11/1/2024 9/15/2024	11/1/2025 9/15/2025	Limit Limit	5,000,000 2,000,000

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

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

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

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August 19, 2025

Hinck Electric Inc.
75 Orville Drive
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ATTN: J. Buck, President

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If you currently employ or have employed apprentices in the past and you need to provide proof that the apprentice(s) is, are or were a part of a New York State registered apprenticeship program, we will be happy to provide you with a copy of a current AT-401 (New York State Apprenticeship Agreement) or a New York State Department of Labor Certification of Completion of Apprenticeship Training.

Sincerely,

JOINT APPRENTICESHIP
AND TRAINING COMMITTEE

Christopher E. Kelly
Training Director

CEK/ek

Notice of Award

NO TEXT ON THIS PAGE

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Hinck Electrical Contractor, Inc.

2. Amount requiring NIFA approval: $17,112,868.35

Amount to be encumbered: $17,112,868.35

Slip Type: New

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

3. Contract Term: to Twenty-Four (24) months from NTP
Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

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

Federal %	50
State %	9.4
County %	40.6

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

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

This contract provides funding for the construction of thirty-nine (39) traffic signals and twenty-one (21) traffic cameras at various intersections along Hempstead Avenue, Franklin Avenue, New Hyde Park Road, Mineola Boulevard, and Glen Cove Avenue. This is a FEDERAL AID job PIN 0761.25.

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

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

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

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

CNOLAN 07/27/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

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

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Barbara McGivney state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Hinck Electrical Contractor, Inc.

Vendor's Address: 75 Orville Drive, Suite 1 Bohemia NY US 11716

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 07/14/2026 08:34:25 am

Lobbyist Registration and Disclosure Form: 07/14/2026 11:14:43 am

Business History Form certified: 07/14/2026 11:17:32 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 07/14/2026 08:30:07 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Paul Stram [PAUL.STRAM@HINCKELECTRIC.COM]
Date Certified	04/06/2026 02:55:49 pm

Principal Name	John G. Buck [JOHN.BUCK@HINCKELECTRIC.COM]
Date Certified	07/14/2026 08:26:05 am

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

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

CERTIFICATION

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

Barbara McGivney BARBARA.MCGIVNEY@HINCKELECTRIC.COM

Name

Bid/Project Coordinator

Title

Hinck Electrical Contractor, Inc.

Name of Submitting Entity

07/14/2026 12:55:25 pm

Date

Business History Form

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

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

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

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

Date: 07/14/2026

1) Proposer's Legal Name: Hinck Electrical Contractor, Inc.

2) Address of Place of Business: 75 Orville Drive, Suite 1

City: Bohemia State/Province/ Territory: NY Zip/Postal Code: 11716

Country: US

3) Mailing Address (if different):

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

Country:

Phone:

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

4) Dun and Bradstreet number: [redacted]

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

6) The proposer is a: Corporation (Describe)

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

8) Does this business control one or more other businesses?
YES [X] NO [ ] If yes, please provide details:
The company Buckjord LLC never operated as a business

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

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

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

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

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

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

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

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

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

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

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

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

17 Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

Should a conflict arise we would notify the county and adhere to their guidelines.

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

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

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

i) Date of formation;

07/16/1970

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

John G. Buck President [redacted]

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

John G. Buck President [redacted]
Paul Stram Vice President [redacted]

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

60

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

1 File(s) uploaded: Hinck packet.pdf

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

1 File(s) uploaded: Electrical Licenses.pdf

B. Indicate number of years in business.

56

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

See attachment of relevant accomplishments

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

Company	Town of Babylon		
Contact Person	Jennifer Campagnone		
Address	200 East Sunrise Highway		
City	Lindenhurst	State/Province/Territory	NY
Country	US		
Telephone	(631) 957-3000		
Fax #			

E-Mail Address	jcampagnone@townofbabylonny.gov		

Company	Town of Islip		
Contact Person	Alysha Bullock		
Address	401 Main Street		
City	Islip	State/Province/Territory	NY
Country	US		
Telephone	(631) 224-5610		
Fax #			
E-Mail Address	abullock@islipny.gov		

Company	Town of Riverhead		
Contact Person	Ken Testa		
Address	200 Howell Avenue		
City	Riverhead	State/Province/Territory	NY
Country	US		
Telephone	(631) 727-3200		
Fax #			
E-Mail Address	testa@townofriverheadny.gov		

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

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

CERTIFICATION

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Name of submitting business: Hinck Electrical Contractor, Inc.

Electronically signed and certified at the date and time indicated by:
Barbara McGivney BARBARA.MCGIVNEY@HINCKELECTRIC.COM

Bid/Project Coordinator
Title

07/14/2026 11:17:32 am
Date

HINCK ELECTRICAL CONTRACTOR

Home (/) | Customers (/Customers) | Projects (/Projects)
Photos (/Photos) | Testimonials (/Testimonials) | Contact (/Contact)
Careers (/Careers) | Community Involvement (/Community)

Welcome to Hinck Electrical Contractors.

Excellence in electrical construction since 1970

Since our start, a half century ago, we have completed thousands of electrical installations throughout the New York metropolitan area.

Today we are a respected and proven performer in all aspects of electrical construction and maintenance.

News



March 1, 2020: Hinck Electrical Contractors, Inc. celebrates it's 50th anniversary.

(http://www.licanys.org/e-newsletter/july-25-2017/project-profile-lirr-contract-6183-hinck-posillico-jv/)

HINCK ELECTRICAL CONTRACTOR

Hinck Electrical Projects Overview

- Design/Build Projects
- Traffic signal installation and maintenance work
- MTA work
- Solar Power Installations
- Ball-field lighting
- Fiber optic cable installations
- Parking lot lighting
- Highway lighting and maintenance
- Medium Voltage work
- Sewage treatment plant work (rehab and new)
- Intelligent Transportation System Projects
- Bascular span drawbridges (rehab and new)
- Airport runway and navigation lighting work
- Complete substation yards (rehab and new)
- Red Light Camera Installations
- Landfills
- Instrumentation
- Submarine Cable Installation
- Water District Pumping Stations

Hinck Electrical Contractor, Inc.

Primarily serving Long Island, as well as New York City's five boroughs, and upstate New York.

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President
john.buck@hinckelectric.com (mailto:john.buck@hinckelectric.com)
(https://www.linkedin.com/in/john-buck-94662511) LinkedIn Profile (https://www.linkedin.com/in/john-buck-94662511)

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Vice President - Traffic Division
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Hinck Electrical Contractors, Inc.

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Hinck Electrical Contractor Inc.
Design Build Work Experience

LIRR Meadowbrook Substation Replacement Design Build Electrical Subcontract (2018-2020)
Contract Price: [redacted]
Owner: LIRR
General Contractor: T. Moriarity
Completion Date: April 2020
Description: Provides complete brand new Meadowbrook Pre-Fab modular substation including assisting with completion of electric design.

LIRR Wreck Lead Submarine Cable Replacement Design Build (2015-2017)
Contract Price: [redacted]
Owner: LIRR
Completion Date: December 2017
Description: Joint Venture Prime Contract with Posillico a Design Build Project.
The project consisted of completing the LIRR design and replacing all Super Storm Sandy damaged submarine cables at the Wreck Lead Bridge. This included the installation of nearly two miles of signal, power and communication submarine cables, almost a mile of underwater installed HDPE conduit, 13,000 feet of bridge mounted fiberglass conduit, navigation lights, 600V multi-conductor cables, lab testing of sub cables, new steel platform, related marine support (barges, boats, divers etc.), concrete mattresses and finally, the removal of the existing damaged submarine cables once the new ones were energized.

LIRR 3rd Track Expansion Project From Floral Park to Hicksville, Design Build. (2019-2020)
Multiple Subcontracts under this project.
Owner: 3TC Joint Venture
Completion: Ongoing
Subcontract Value: [redacted]
Description: Remove, relocate and replace INFORM Fiber cable and Parkway lighting system.
Subcontract Value: [redacted]
Description: Install temporary traffic signal equipment and interconnect to allow for sheeting.
Subcontract Value: [redacted]
Description: Furnish and install temporary detection equipment to relocate travel lanes due to detour.
Subcontract: E J Electric
Value: [redacted]
Description: Perform all traffic signal work to perform temporary detours and then build (7) brand new intersections to Nassau County DPW standards.
Subcontract: E J Electric
Description: Perform multiple fiber optic splices on overhead power lines as directed by EJ/ LIRR.

D900042 Nassau Expressway, Design Build (2019- 2020)
Contract Price: [redacted]
Owner: NYSDOT
Completion Date: 1/31/2020
Description: Subcontractor to Tully Construction to perform all electrical work. This consisted of many temporary traffic signals, temporary lighting, permanent traffic signals, new street lighting section along the entire project. New fiber and communication system and cameras.

Carlls Straight Path Bridge Over I-495, Design Build (2015)
Contract Price: [redacted]
Owner: NYSDOT
General Contractor: El-Sol Contracting

Percent Complete: About 100%
This design build project consists of removing and replacing 2 brand new traffic signals at the North and South service roads. In addition, all the Inform Systems located in the bridge deck as well as on the Long Island Expressway had to be temporarily powered and maintained while the new infrastructure is built. Project also included many large 6" utility conduits that had to be installed under the bridge with Route 110 and over Route 27. Contact Information: Michael Androsiglio 631-647-3761.

Route 110 Over Route 27, Design Build (2015)
Contract Price: [redacted]
Owner: NYSDOT
General Contractor: Bove Industries
Percent Complete: 100%
This design build project consists of building a brand new bridge over Route 27. The old bridge has many Verizon and utility conduits as well as Inform Systems that must be maintained during construction. We must design and build a temporary lighting street lighting system as well as a temporary data link for the Inform equipment (surveillance cameras & VMS signs.) During the construction of the bridge we will install new conduits.
Contact Information: Ralph Lapadula 631-331-8500

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Hinck Electrical Contractor Inc.
LIRR EXPERIENCE

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Contract Price: [redacted]
Owner: LIRR
General Contractor: T. Moriarity
Completion Date: April 2020
Description: Provides complete brand new Meadowbrook Pre-Fab modular substation including assisting with completion of electric design.

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Owner LIRR
Completion Date: December 2017
Description: Joint Venture Prime Contract with Posillico a Design Build Project. The project consisted of completing the LIRR design and replacing all Super Storm Sandy-damaged submarine cables at the Wreck Lead Bridge. This included the installation of nearly two miles of signal, power and communication submarine cables, almost a mile of underwater installed HDPE conduit, 13,000 feet of bridge mounted fiberglass conduit, navigation lights, 600V multi-conductor cables, lab testing of sub cables, new steel platform, related marine support (barges, boats, divers etc.), concrete mattresses and finally, the removal of the existing damaged submarine cables, once the new ones were energized.

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Multiple Subcontracts under this project.
Owner: 3TC Joint Venture
Completion: Ongoing
Subcontract Value: [redacted]
Description: Remove, relocate and replace INFORM Fiber cable and Parkway lighting system.
Subcontract Value: [redacted]
Description: Install temporary traffic signal equipment and interconnect to allow for sheeting.
Subcontract Value: [redacted]
Description: Furnish and install temporary detection equipment to relocate travel lanes due to detour.
Subcontract: E J Electric
Value: [redacted]
Description: Perform all traffic signal work to perform temporary detours and then build (7) brand new intersections to Nassau County DPW standards.
Subcontract: E J Electric
Description: Perform multiple fiber optic splices on overhead power lines as directed by EJ/ LIRR.

Babylon Train Wash (2010-2012)
Contract Price: [redacted]
Owner: LIRR
Complete Date: 2012
Description: Subcontractor to Fortunato to do full installation of all electrical systems for new Train Wash, including Solar Panel Installation.
Contact Information: Barney Fortunato (631)567-7200

Wreck Lead Bridge Submarine Cable Replacement (2007)
Contract Price: [redacted]
Owner: LIRR (Ron Fioriello & Neville)
Completion Date: 2007
Prime Contractor working directly for LIRR replacing 12 runs of 2000MCM track power submarine cable as well as 2 runs of 37/C #14 control cable, all the while keeping the existing LIRR Bridge fully operational.

Oyster Bay Railroad Yard (2000)
Contract Price: [redacted]
Owner: LIRR
Completion Date: January 2000
Complete electrical work associated with new railroad yard including site lighting, wayside power stations, 2 complete pre-fabricated electrical service building, extensive duct banks along with 600V and 15KV cabling. Contact information: Penza Associates (631)242-4146

Speonk Railroad Yard (1998)
Contract price: [redacted]
Owner: LIRR
Complete electrical work associated with new railroad yard including site lighting, wayside power stations, 2 complete pre-fabricated electrical service buildings, extensive duct banks along with 600V and 15KV cabling. Contact Information: Rail Road Construction (973)242-4146 George.

Huntington Railroad Station Rehabilitation (1998)
Contract Price [redacted]
Owner: LIRR
Completion Date: 1998
Complete electrical work associated with new platforms including duct banks, platform lighting, overpass work, under-platform conduit and cable.

Port Jefferson to Huntington Signal Power Line 2200 Bolt (1992)
Contract Price: [redacted]
Owner: LIRR
Completion Date: June 1992
Job consisted of the installation of 2/C #2/0 5KV cable alongside railroad tracks from Huntington to Port Jefferson along with three generator buildings, and all associated hi-voltage splicing and termination.

LIRR Wreck Lead Bridge (1989)
Contract Price: [redacted]
Owner: LIRR
Completion Date: May 15, 1989
Incredibly complex signal, communication and track power electrical job including substantial submarine cables was to be completed in the unheard time of 7 months. This job is a good representation of how effectively Hinck Electrical has shown itself to be on an extremely complex job in terms of its scheduling and management procedures.

Port Jefferson Fuel Facility (1989)
Contract Price [redacted]
Owner: LIRR
Completion Date: March 1989
Electrical work associated with new diesel fuel recovery system located under the tracks at Port Jefferson Station including power, leak detection and overfill alarm.
Contact Information: Penza Associates (631)242-4999 George.

Stony Brook Railroad Station (1989)
Contract Price: [redacted]
Owner: LIRR
Completion Date: January, 1989
Complete renovation of existing Stony Brook Railroad Station including all electrical work associated with installation of new train platforms, track signaling and communication systems, crossing gates, under track precast conduits, overhead pole lines, etc.
Contact Information: Penza Associates (631)242-4999 George.

LILCO-LIRR Electrification (1988)
Contract Price: [redacted]
Owner: LILCO, LIRR

Completion Date: March 1988
Job consisted of installation of approximately ten miles of 15KV 750MCM direct burial cable at six different locations within Nassau & Suffolk County between LILCO unit substation and LIRR rectifying stations with all hi-voltage splicing being our responsibility except those within the LILCO Substation.

Ronkonkoma Welfare Building (1987)
Contract Price: [redacted]
Owner: LIRR
Completion Date: December 1987
Job consisted of complete electrical work on new LIRR maintenance and operation center including 13 track yards, signal and communication work, fire alarm, power: yard switches, track snow and ice melting system, and signaling system. Contact Information: Slattery Associates, Inc. (718)767-2600 Lenny Fleischman. Long Island Railroad (718)990-8180 Joe Ferrar
Contact Information: Penza Associates (631)242-4999 George.

Deer Park Brentwood, Wyandanch, & Central Islip Train Stations (1987)
Contract Price [redacted]
Owner: LIRR
Completion Date: October 1987
Job consisted of the electrical work on new stations at each of the above sites including new platform lighting, platform telephones, power, signal and communications.

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Hinck Electrical Contractor Inc.
Medium Voltage Substation Experience

Village of Rockville Centre Ocean Ave. & Maple Ave. Substations (2.6 million)
Brand new from the ground up 35KV substation at new Ocean Ave. yard as well as addition to existing Maple Ave. substation. Including new substation building, insulators, medium voltage cabling, structural steel, fiber optics, etc.

BNL NSLS II SITE PREPARATION [redacted]
Furnishing and installation of 15KV primary electric service and telephone service. 15KV splicing and terminations. Installation of supplied primary transformer.
Contact: Tom Henring (631)344-5275

BNL AGS MMPS TRANSFORMER YARD UPGRADES [redacted] Removal of large existing concrete transformer pads, with monitoring by industrial hygienist. Installation of 2 new large concrete transformer pads, underground conduit, quazite manholes, grounding and blue stone work.
Contact: Dennis Dansiglio (631)344-2579

BNL ELECTRICAL DISTRIBUTION UPGRADE [redacted] Refurbishment of BNL's Underground 13.8KV and 2.4KV electrical distribution system.
Contact: Swapna Mukherji (631)344-2579

BNL 2400V DISTRIBUTION: [redacted] Installation of 1000MCM, 750MCM, 600MCM, 500MCM, 5KV, 133% insulation cables through new concrete encased duct banks including 5KV, Raychem terminations and 5KV splices (some lead splicing)
Contact: Tom Nehring (631)344-5275

BNL 15KV OVERHEAD POLE LINE: [redacted] nstallation of 15KV overhead transmission lines (1192MCM bare aluminum) at Brookhaven National Laboratory (approx. 2 miles in length) included installation of poles, cross arms, potheads, down-guys, insulators, cables through underground duct banks including Raychem terminations.
Contact Dennis Dansiglio (631)344-5278

BNL SUBSTATION 631: [redacted] Complete addition to existing substation including installation of overhead bus, 10 MVA transformer, oil switch, 3 air switches, 1000 MCM 15KV switchgear, steel structural supports and insulators.
Contact Roy Butler (631)344-3456

BNL IMPROVE SERVICE: [redacted] Installation of new 15KV 500 MCM cables including Raychem terminations and 15KV splicing in manholes.
Contact: Abbas Wesson (631)344-5276

BNL WASTE MANAGEMENT FACILITY: [redacted] Complete brand new facility consisting of 4 brand new buildings, with all new electrical systems, installation of 15KV 350 MCM, 133% copper cable through existing duct banks including Raychem.
Contact: Jim Wright- (631) 344-4606

BROOKHAVEN FEEDER & TRANSFORMER UPGRADE: [redacted]
Removal of one existing 10MVA, 69KV/13.8KV transformer with ancillary equipment, one existing 1MVA transformer, 2 69KV OCB's etc.. and then installing 1 new 20MVA 69KV C.B.'s, 250MCM 15V cable, numerous 15KV terminations 69KV work, duct bank, conduit and wire and testing and start-up of equipment, all within an existing substation yard.

TRANSFORMER REDUNDANCY & DUCTBANK INSTALLATION: [redacted]
Job consisted of installation of owner furnished 5000KVA (15KV to 2.4KV) transformer weight with oil 35,400 lbs. new 15KV ground mounted switch, related structural support steel, grounding and hi-voltage (15KV) cable (some of it aerial) and splices.

BNL ELECTRICAL SYSTEM MODS PHASE I & II [redacted]
Very large projects consisting of complete replacement of two substations, duct banks, 15KV cable, 5KV cable, civil work etc…

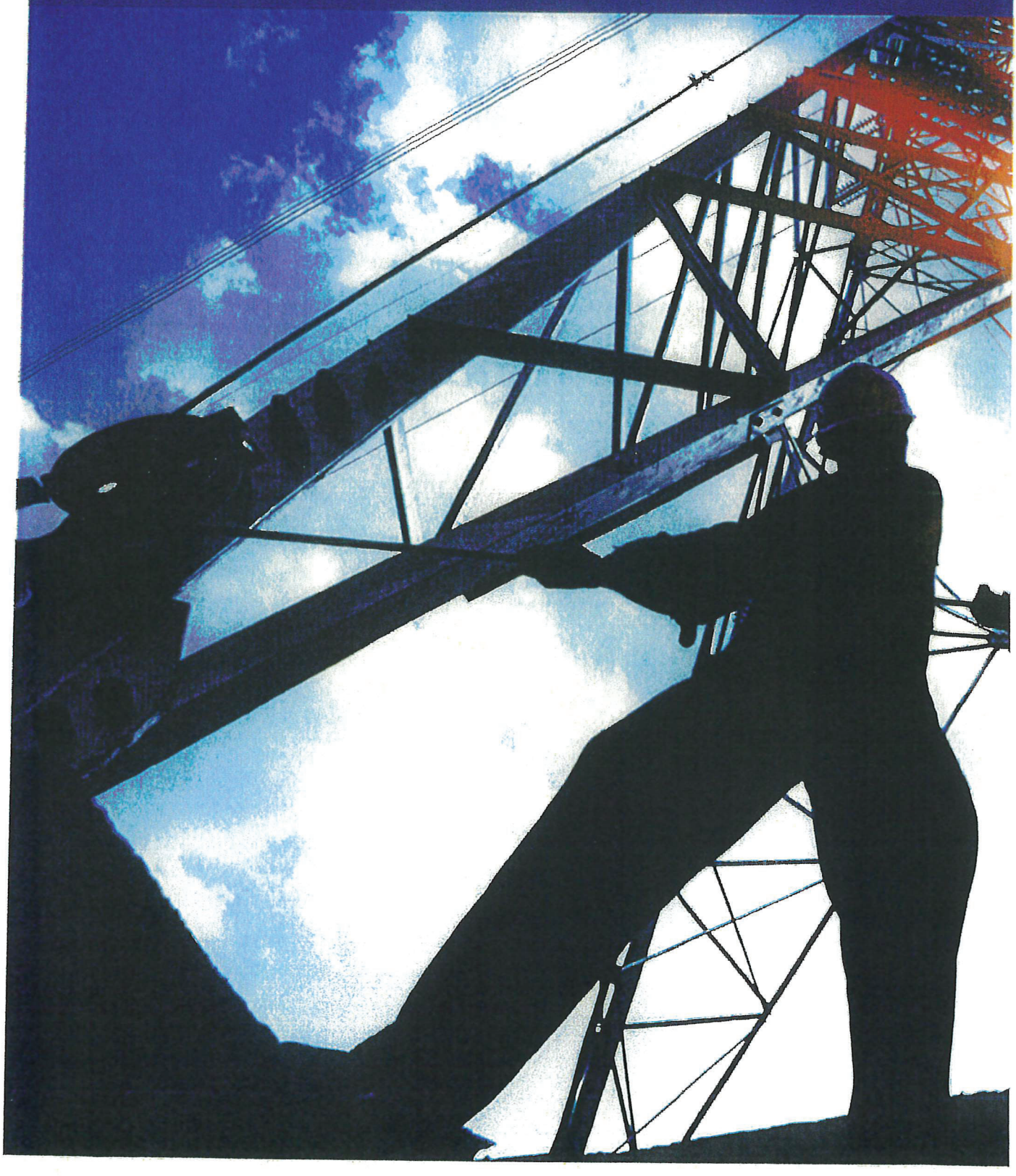
BNL SECURITY SYSTEM [redacted]
New traffic gates, duct banks, electrical feed.

BNL NSLS-II SITE ELECTRIC [redacted]
Installation of duct banks and manholes at BNL SLS II project. Included is installation of 5 miles of 1000MCM 15KV, 15 miles of 500MCM 600V, all with associated duct banks.
Contact: Tom Nehring (631)344-5275

NORTHPORT VA FEEDER REPLACEMENT [redacted]
Replacement of new 15KV 350MCM and 15KV 500MCM feeder throughout project.
Contact: Kevin Chilton (631) 584-5625

A LONG ISLAND FIRM

Builds a Strong Reputation



Hinck Electrical Contractor, Inc., of Long Island, New York has a reputation for tackling tough jobs, while maintaining family ties and ensuring employee loyalty. The company also prides itself on its wide array of services.



-Written by Nate Hendley

Currently based in Bohemia, New York, the electrical contracting firm was founded in 1970 by John Buck and Roy Hinck. Buck's son, also named John, is currently the company president while Roy Hinck's son, Craig, is currently vice-president.

In the not-so-distant future, more family members might be added. "My son wants to come into this business. He's eighteen. He's going to Roger Williams University, taking construction management. When he graduates in 2020, his goal is to get in here and continue [the business]," says President Buck.

The company's main focus at present is Long Island, though "for the right projects, we do occasionally work in the five boroughs [of New York City] as well as occasionally even into upstate New York," says Buck.

Hinck has not ventured into other states yet, though "for the right opportunity, we would absolutely consider it," states the company president.

In 2015, Hinck's revenues came to [redacted] This year, revenues are forecast to nearly double. "Fiscal 2016 will be our highest sales volume year in Hinck Electric's history, with us projecting sales volume close to [redacted] says Buck. At present, Hinck employs about sixty workers, but that figure might leap to eighty by the end of summer.

Over the decades, Hinck has earned a reputation for doing difficult jobs that other companies either can't or won't take on. "We do like the more technically challenging and involved projects such as design-build, submarine cables and intelligent transportation system projects as well as bascular span drawbridges and medium voltage substations. Although [such jobs] may have a greater risk associated with them, they can also have a higher potential for reward. Because we have so much experience in each of these types of work, I believe that the risk factor to us is far less than it would be for other electrical contractors," says Buck.



Wantagh bascular span drawbridge over sloop channel - Completed 2010. First brand new from the ground up bascular span drawbridge completed on Long Island in past 40 years. This electrical project included complete electrical and control systems, submarine cables, bridge operation, generator building, lighting, etc.. Just to the left of this bridge is the temporary by-pass bridge completed electrically by Hinck Electric in 2001

> "If one sector of the industry is slow, then we focus on another sector that is not."

Buck denies, however, that taking on complex jobs is the main 'secret' to Hinck's success. "I believe that is just one portion of it. I believe the greater secret to our success is the fact that we are extremely diversified. We excel at the above jobs I listed but also at much more, such as sewage treatment plants, pumping stations, traffic signal work construction and maintenance, airport runway lighting, ball field lighting, solar power



John Buck and Craig Hinck join some of their team in front of the Hinck Office.

installations and more. If one sector of the industry is slow, then we focus on another sector that is not. In our forty-six years in business, this diversification strategy has worked successfully year after year," he explains.

A high rate of employee retention is one of the reasons Hinck can take on so many tough projects and offer such a diversified portfolio.

"People come to this company to work, and they never leave. It is a very positive, team-oriented environment where success and loyalty are expected and rewarded. People here recognize that and say this is the place they want to work at for the rest of their lives. Our extremely low employee turnover rate reflects that fact. We look for people who are eager to learn, willing to work hard and enjoy working in a team environment," says Buck.



Hinck works to maintain a similar sense of loyalty with its suppliers. The company views suppliers and vendors "as teammates we need to help us win bids. We know if we pay timely, live up to our word, treat them with integrity in our dealings with them than most of the time they will do everything they can to help us win the next project. This over time can lead to advantages in the market. Contractors should not forget we need good suppliers as much as they need us," says Buck.

"We look for suppliers who live up to what they say in terms of delivery dates, terms et cetera, as well as competitive pricing and a willingness to work with us to help us meet our needs," he adds.

> "The company views suppliers and vendors 'as teammates we need to help us win bids.'"

Hinck belongs to several organizations and is a union contractor. The company is a member of the National Electrical Contractors Association (NECA), the Long Island Contractors Association (LICA) and the International Brotherhood of Electrical Workers (IBEW).

Buck cites a few recent jobs Hinck has been involved with that are particularly noteworthy: "A couple of projects stand out in my mind that I think really shows



Traffic signal relamp at Town of Brookhaven intersection. Hinck is a leading traffic signal maintenance contractor on Long Island, currently maintaining over 1000 signals – 24 hours a day, 7 days a week.



Installation of 15KV 750MCM cable at Brookhaven National Laboratory. Part of Hinck's highly acclaimed, three year upgrade project at BNL which included four brand new 13.8KV to 2.4KV substations, new 13.8KV and 2.4KV feeders, new duct banks, and related high voltage splicing and terminations.

how diversified our capabilities are. One is, the Brookhaven National Lab NSLS-II project, which was a $1 billion dollar initiative undertaken by the federal government under the Federal Stimulus package. This involved building one of the most advanced synchrotrons facilities in the world. We had the site electrical sub-contract. Our responsibilities included eight unit substations, six inch and four-inch duct banks throughout forty acres of land, five miles of 1000MCM, 5KV cable, fifteen miles of 500MCM, 600V cable, three site pump stations and emergency generators. Despite some difficult challenges, the job was a great success," he states.

"Another job we are very proud of that is still ongoing is our NYSDOT (New York State Department of Transportation) region 10 INFORM traffic management system maintenance contracts … these were won in August 2013 and will continue until at least 2019. The two contracts total over [redacted] We are very proud to have [these contracts] because it took many, many years of traffic signal installation and maintenance and other ITS (Intelligent Transportation System) type projects to develop the qualifications necessary to be even be allowed to bid this type of work. The work involves maintaining the NYSDOT's region 10 INFORM computerized traffic management system which incorporates freeway surveillance on all major east-west and north-south highways and parkways on Long Island using vehicle detectors, message board signs, ramp metering control, CCTV and other kinds of traffic control and communication equipment."

"Another job that I think again shows how diversified we are that we are currently in the middle of is the [Wreck Lead Bridge submarine cable] replacement project. For this approximately [redacted] design-build project, we bid prime as a joint venture with Posillico Inc., whom we consider one of the top general contractors in the New York metro area. The job involves replacing sixteen submarine cables damaged by Hurricane Sandy," and other work, all the while "trying to minimize any downtime





to rail traffic across a very busy elevated rail bridge. We have just completed the design portion and expect to start construction within the next few weeks with the project to be substantially complete by March 2017."

The company also did quite a bit of work following the devastation of Hurricane Sandy, which hit the eastern seaboard in 2012.

"Following Sandy, Hinck was inundated with work from different municipalities and agencies all over Long Island. From assisting the five major towns that we have traffic signal maintenance contracts with getting all the damaged traffic signals back and up and functioning to getting NYSDOT drawbridges that had been damaged by flooding functional again to assisting Nassau County get its flooded sewage pumping stations back on line we were busy for many, many months with millions of dollars work of work in repairs. Sandy-related work still continues, as strengthening and adding reinforcement against potential future flooding is still a priority throughout Long Island," says Buck.





Hinck's marketing is largely based on referrals and testimonials from satisfied customers. "We really do not go out of our way to promote the company but instead rely on word-of-mouth to spread our reputation. We do, however, have a website available, really for information purposes so owners, municipalities or general contractors can get a better understanding about what we do and what we are about. I believe, however, that over forty-six years, most people in the construction industry on Long Island know about Hinck Electric and our excellent reputation," he says.

As for the future, Buck says, "our goal is to continue to grow and capture more and more of the market share of the electrical industry here on Long Island but also to give consideration to further expanding our presence in the New York City market."

"The only thing I would like to let people know is that Hinck takes great pride in every project we do. Our people truly care about doing a great job and keeping the customer satisfied. Our end goal is to make that customer feel that he will never want to do another electrical project without Hinck Electric involved as his electrical subcontractor," states Buck.

ROBERT J. FREY AGENCY

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freyagency@optonline.net

LOCAL 25 IBEW
THE CONDUIT
SINCE 1932
LOCAL 25, I.B.E.W., Nassau and Suffolk Counties, Long Island, NY
January / February 2010

BNL'S NATIONAL SYNCHROTRON LIGHT SOURCE II MOVES FORWARD

The NSLS-II project at Brookhaven National Laboratory is finally under construction. The [redacted] facility is located on some 40 acres of property just east of the newly completed CFN Nanocenter. When completed in 2014/15, the research center will allow for unprecedented levels of examination regarding small particle discoveries into medical, energy and material sciences.

Currently Local 25 has two contractors working at the site. Gordon L. Seaman has been awarded the contract for the electrical construction of the building. Hinck Electric has been awarded the contract for the network of electrical site distribution associated with the facility. To appreciate the scope of the site distribution work, it involves installation of the following equipment: 8 unit substations, 8 4000A-480V 3 phase services, 5 miles 1,000 KCMIL 15KV cable (parallel sets), 15 miles of 500 KCMIL 600V cable – (all with associated 6" and 4" PVC duct banks), 3 site pump stations, 2-700 KW emergency generators with 10 ATS's and numerous duct bank runs – some ranging almost 20 feet below grade. There is also an addition to the nearby substation (with an associated duct bank) being done by Bana Electric. This will be used to provide the new NSLS with its own primary service.

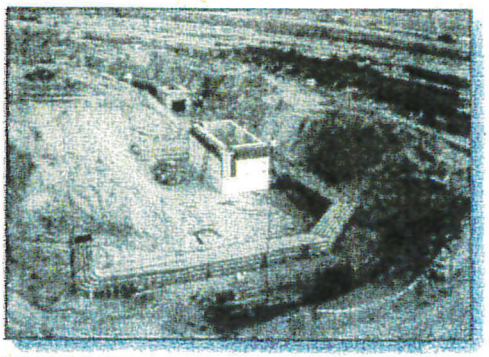


(L-R) Andrew Ferrizz, Sam Parris, Marty Johnson, John Martyn, Matt Baumer.

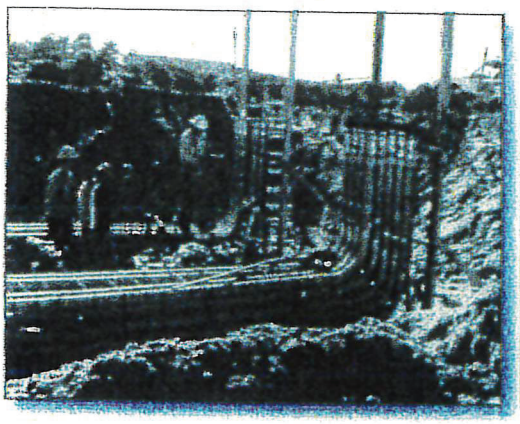
Construction schedules should continue to ramp up with increases in manpower support taking place throughout 2010 and well into 2011 and 2012. There is also

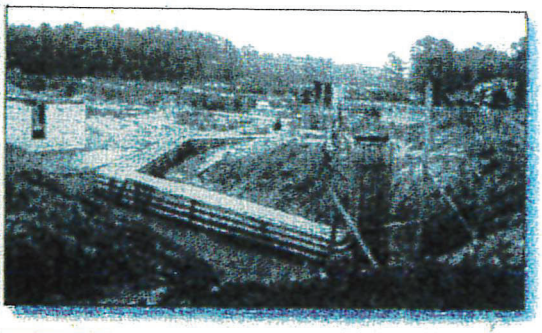
(Continued on page 5)





stimulus money coming to the lab to help with other construction projects most notably the [redacted] Interdisplinary Science Building (ISB), which is scheduled to start in 2010. The photos were taken by Hinck Electric Foreman John Martyn as construction of the site's duct banks progressed during 2009.





LICA'S LATEST

BIWEEKLY E-GRAM THAT CONTAINS THE LATEST NEWS AND INFORMATION VITAL TO LICA'S MEMBERS

PROJECT PROFILE: LIRR CONTRACT #6183 – HINCK-POSILLICO JV

When LIRR Contract #6183 "Design/Build Services for the Replacement of Wreck Lead Bridge Submarine Cables" was posted, **Hinck Electrical Contractors** knew it was a project tailor-made for their expertise. Not only does the Bohemia-based company have extensive submarine cable, Design-Build and LIRR work experience, but they've also worked on the sub cables of this exact same bridge back in 1988 and 2009. Hinck's 47 years of electrical construction experience coupled with **Posillico** providing all the civil work made for a very strong team. Posillico's design/build experience and their positive relationship with the LIRR only further enhanced the team's qualifications. To round out the team for the design portion of the project, Hardesty & Hanover was selected for their extensive submarine cable and bridge design experience.

After months of work to complete LIRR's complex RFP process, the contract was finally bid on 9/3/15. The **Hinck-Posillico JV** bid o[redacted] was determined to be the LIRR's best value proposal beating out Mass Electric's proposal of [redacted] And, after further discussions with the LIRR regarding scheduling and other issues, the project was finally awarded near the end of 2015.

With the long lead time required for submarine cables, construction finally began, in earnest, in September 2016. The project consisted of completing the LIRR design (from 30% to 100%), and replacing all Super Storm Sandy-damaged submarine cables at the Wreck Lead Bridge. This included the installation of nearly two miles of signal, power and communication submarine cables, almost a mile of underwater installed HDPE conduit, 13,000 feet of bridge mounted fiberglass conduit, navigation lights, 600V multi-conductor cables, lab testing of sub cables, new steel platform, related marine support (barges, boats, divers, etc.), concrete mattresses and finally, the removal of the existing damaged submarine cables once the new ones were energized.

The need to work within required Coast Guard regulations and the fact that the bridge needed to remain operational during the entire process were just two of the challenges this project presented. This meant dealing with constant train traffic, as well as difficult weather conditions (wind, waves and ice) and the inherent difficulties of any underwater installation. But with 98% of the work now completed, Hinck expects the project to be fully finished within the next few months. And, despite all the challenges, the joint venture of Hinck-Posillico JV will be able to say they have safely and successfully completed the project, on-time and under the LIRR's budget.

For more information about Hinck Electric, who has been providing excellence in electrical construction since 1970, visit www.hinckelectric.com or contact John Buck, President, at: 631-277-7700 ext. 104. For more information about Posillico and their many areas of expertise, visit their website at www.posillicoinc.com.



HINCK ELECTRICAL CONTRACTOR

A sampling of our major customers include:



New York State
Department of
Transportation



Long Island
Rail Road

Long Island
Railroad



Brookhaven
National Lab

Nassau County
Department Of
Public Works

Suffolk County
Department Of
Public Works



Suffolk County
Water Authority



New York State
Facilities
Development
Corporation

NORTHROP GRUMMAN

Northrop
Grumman

Hinck Electrical Contractor, Inc.

Primarily serving Long Island, as well as New York City's five boroughs, and upstate New York.

John Buck
President
john.buck@hinckelectric.com (mailto:john.buck@hinckelectric.com)
(https://www.linkedin.com/in/john-buck-94662511) LinkedIn Profile (https://www.linkedin.com/in/john-buck-94662511)

Paul Stram
Vice President - Traffic Division
paul.stram@hinckelectric.com (mailto:paul.stram@hinckelectric.com)

75 Orville Drive
Bohemia, NY 11716

Phone: (631) 277-7700

Fax: (631) 277-7833

In addition, we serve all major municipalities in Nassau and Suffolk Counties

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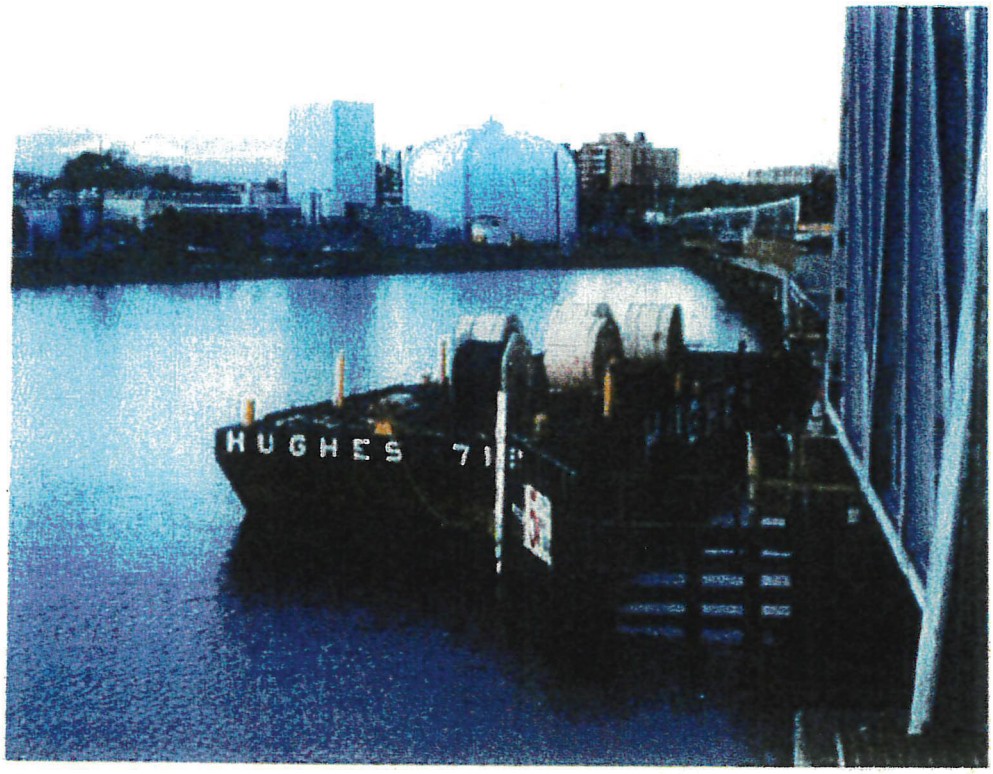
SAMPLE PROJECTS



Wantagh bascular span drawbridge over sloop channel. Completed In 2010, it's the first brand new from the ground up bascular span drawbridge completed on Long Island in past 40 years. This electrical project included complete electrical and control systems, submarine cables, bridge operation, generator building, lighting, and more. Just to the left of this bridge is the temporary by-pass bridge completed electrically by Hinck Electric in 2001.



Hinck is the leading installer of submarine cables on Long Island having completed dozens of such installations over the past 30 years. One such installation pictured below shows a staging barge prepared and located to do the underwater installation of 5 reels of 2000 MCM positive cables on one side of the LIRR's Wreck Lead Bridge. This Project involved replacing a total of 12 reels of 2000 MCM traction power submarine cables as well as 2 reels of 37/C#14 Control submarine cable directly for the LIRR and as can be seen had to be done while keeping the existing LIRR drawbridge operational. This job was successfully completed in December 2008.



One of 27 Variable Message Board signs installed by Hinck as part of its 25 million dollar Intelligent Transportation System (ITS) upgrade of the Southern State Parkway which additionally included the installation of over a half a million feet of fiber optic cable, 5 communication nodes, 12 Pole mounted Video Cameras, and 95 video image detection devices (VIDS).



Install of Stadium Lighting at Ducks stadium, Central Islip, NY., One of hundreds of ballfield lighting projects done by Hinck Electric.



Installation of 10 MVA transformer including oil fill and testing. Rockville Centre Power Authority, Maple Ave substation.



Hinck Electric currently has both the Northern and Southern Corridor contracts of NYSDOT's Region 10 INFORM Maintenance. INFORM is a computerized traffic management system, incorporating freeway surveillance using various types of vehicle detectors, variable message board information signs, ramp metering control, closed circuit television, and other various traffic control and communication equipment. The highways to be maintained include all major East West and North South Highways and Parkways on Long Island. The picture below is of that portion of Hinck Electric's truck fleet devoted exclusively for these INFORM Maintenance contracts.



Traffic signal relamp at Town of Brookhaven intersection. Hinck is a leading traffic signal maintenance contractor on Long Island, currently maintaining over 1000 signals - 24 hours a day, 7 days a week



Traffic Signal Relamp...



Installation Of 15KV 750MCM cable at Brookhaven National Laboratory. Part Of Hinck's highly acclaimed, three year upgrade project at BNL which included four brand new 13.8KV to 2.4KV substations, new 13.8KV and 2.4KV feeders, new ductbanks, and related high voltage splicing and terminations



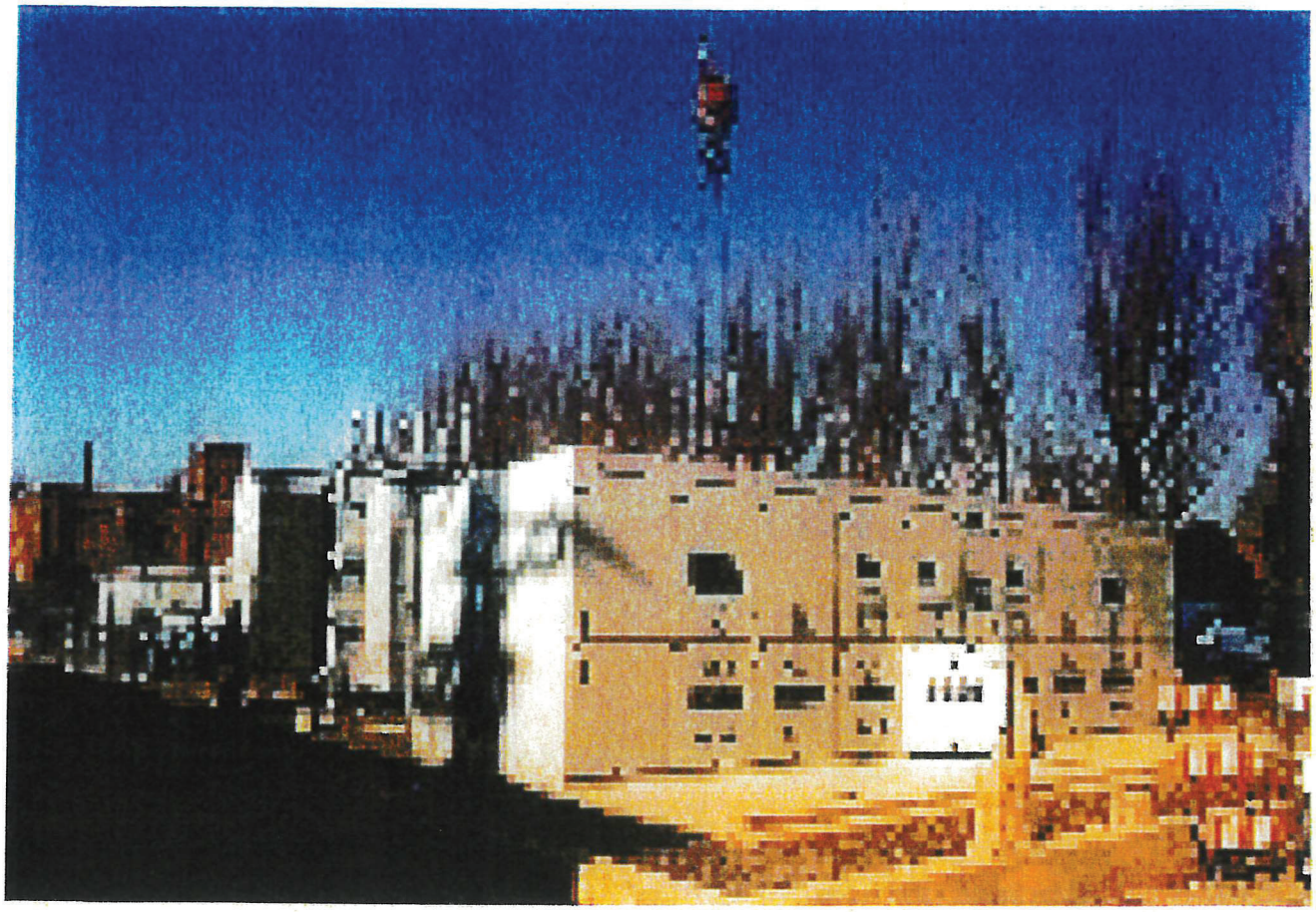
Raising of signals on major roadway to accommodate oversized loads



Installation of duct banks and Manholes at BNL NSLS-II project. This Federal Stimulus project located on 40 acres of property at Brookhaven National lab, will allow for unprecedented levels of examination regarding small particle discoveries. The site electrical work involved includes 8 unit substations, 5 miles of 1000MCM 15KV cable, 15 miles of 500MCM 600V cable, all with associated 6 and 4 duct banks, 3 site pump stations and 2-700KW emergency generators.



Installation of new 15KV, 10MVA substation Transformer and Switchgear at Brookhaven National Laboratory



Installation of substation switchgear for Rockville Center substation



Three completed Hinck Electrical projects. First, in the foreground, Long Beach Bascular span drawbridge rehabilitation completed for NYSDOT in 2004. Then, in background, Wreck Lead bridge over Reynolds Channel, where Hinck did the initial complete electrical installation back in 1988 for LIRR and then in 2009 Hinck did Submarine cable replacement directly for LIRR on this same bridge. All three projects included submarine cables and substantial overtime.



Installation of 2 piece Electrical Distribution Center Building #4 as part of Hinck's Design-build Electrical upgrade, Fan Replacement and Secondary Air projects at the Islip Resource Recovery Plant, Ronkonkoma, NY. Projects consisted of New Unit Substation, 1200KW Generator, EDC4(see photo), four large Variable Frequency Drives, complete instrumentation, mechanical work and all related conduit, feeders and civil work.



Hinck Electric is an expert at airport runway electrical work having completed numerous projects at Long Island's MacArthur, Republic and Gabreski Airports. One such project shown below involved the installation of elevated taxiway edge light transformer base at Republic airport Phase 2 reconstruction of taxiway bravo. (July 2010)



Hinck is currently the "go to" contractor for the installation of all red light cameras on Long Island. Hinck currently (as of 8/15/2010) has over 100 red light camera intersections fully operational and every day more are going up with completion of installation of all cameras throughout Nassau and Suffolk counties expected by early 2015. The picture shows Hinck's men installing red light cameras on their poles at a busy intersection in Nassau County,



New Cogeneration Plant at Perry Duryea NY State Office building, Hauppauge, NY, furnished and installed by Hinck Electric in 2010



NYS INFORM Control Room, located in Hauppauge, NY. Hinck is responsible for maintaining this complete Island-wide 'Intelligent Transportation System (ITS)' for the NYSDOT



Installation of Switchgear at Bergen Point WWTP as confirmed by Sammy and Matty, April 2016



Fiber optic cable repair in progress on LIE service road. With our custom-manufactured and fully equipped Fiber optic trailer, Hinck is prepared for any multi-mode and single mode fiber installation and repair project.



Hinck has completed 4 different projects from 1998 to 2016 for the NYSDOT that have involved the installation of Solar Powered Scour Monitoring stations. In total we have installed over 100 of these units on 7 different Long Island bridges that have been deemed to be potentially vulnerable to underwater scouring of its piles.



Solar Panel Installation at one of the five Sachem School District schools Hinck is currently contracted to install



Completed installation of new submarine cables, underwater HDPE and fiberglass conduit for LIRR design build project at Wreck Lead bridge. Completed September 2017



Town of North Hempstead - Clinton Martin Pool - Complete renovation and rehabilitation of electrical systems, grounding, bonding and lighting systems including the furnishing and installation of 5 - 80' main pool Musco lights and 6 - 60' tennis court Musco lights in addition to 319 canopy lights, interior electrical renovation of all building facilities and mechanical rooms, new electrical service and distribution equipment. Anticipated completion - May 2018

HINCK ELECTRICAL CONTRACTOR

RONALD J. FIORIELLO
Project Manager, Long Island Rail Road

View (/media/commendations/Hinck Commendation Letter - Long Island Rail Road.pdf)

MOUSTAFA SAAD-ELDIN
P.E., Regional Bridge Maintenance Engineer

View (/media/commendations/Hinck Commendation Letter - New York State Department of Transportation - Regional Bridge Maintenance.pdf)

ROBERT F. ESLINGER, JR.
Hardesty & Hanover

View (/media/commendations/Hinck Commendation Letter - Hardesty and Hanover.pdf)

S. MUKHERJI
Brookhaven National Laboratory

View (/media/commendations/Hinck Commendation Letter - Brookhaven National Laboratory.pdf)

PAUL J. DIMARIA
Islip Resource Recovery Agency

View (/media/commendations/Hinck Commendation Letter - Islip Resource Recovery Agency.pdf)

PAUL J. PALLAS
Village of Rockville Center

View (/media/commendations/Hinck Commendation Letter - Village of Rockville Center.pdf)

PAUL MCDONALD
New York State Department of Transportation

View (/media/commendations/Hinck Commendation Letter - New York State Department of Transportation.pdf)

Primarily serving Long Island, as well as New York City's five boroughs, and upstate New York.

John Buck
President
john.buck@hinckelectric.com (mailto:john.buck@hinckelectric.com)
(https://www.linkedin.com/in/john-buck-94662511) LinkedIn Profile (https://www.linkedin.com/in/john-buck-94662511)

Paul Stram
Vice President - Traffic Division
paul.stram@hinckelectric.com (mailto:paul.stram@hinckelectric.com)

75 Orville Drive
Bohemia, NY 11716

Phone: (631) 277-7700

Fax: (631) 277-7833

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Department of Program Management
93-59 183 Street - Mail Code #3146
Hollis, NY 11423
(718) 558-3552

Long Island Rail Road

March 31, 2009

John G. Buck, President
Hinck Electrical Contractors Inc.
75 Orville Drive
Bohemia NY, 11716

Re: Contract 5998 - POI2226 - Notification of Performance Evaluation
Wreck Lead Bridge Submarine Cable Replacement Project

Dear Mr. *Buck*:

I wish to commend you and your company for outstanding performance on the Wreck Lead Bridge submarine cable replacement project in Reynolds Channel, Long Beach, NY. You were able to meet difficult challenges throughout the project and the LIRR feels you have exceeded all expectations of performance.

I continually monitored your performance, particularly in the key areas of Safety, Quality, Scheduling, and Management *(Quality of Service and Deliverable and Management of consultants)*.

Hinck's progress and completion of the project met the contract duration and /milestones.

Your company complied with all contract safety requirements and guidelines. Hinck developed and implemented an accident prevention program as required by the contract.

Hinck complied with all testing requirements to insure that materials and workmanship achieved contractual requirements and specifications.

Hinck Electrical was timely; in correcting any noted deficiencies, in completing punch list work, and completing additional work and change order proposals.

Sincerely

Ronald J. Fiorello

Ronald J. Fiorello
Project Manager
Long Island Rail Road

MTA Long Island Rail Road is an agency of the Metropolitan Transportation Authority,
State of New York, H. Dale Hemmerdinger, Chairman

Hardesty &Hanover
engineering that moves you

1501 Broadway, Suite 310, New York, NY 10036
T 212.944.1150 • F 212.391.0297
www.hardesty-hanover.com

September 13, 2013

Re: *NCBA Atlantic Beach Bridge Over Reynolds Channel Electrical, Mechanical, Structural Rehabilitation.*

To Whom it may concern,

Hinck Electric, in the early summer of 2012, had installed a broad band Ethernet link between PLCC's in each bridge tower so as to maintain operational communication between the towers as there were no spare communication conductors available in the submarine cable. The work done by Hinck included a site survey to assure no conflict with JFK approach guidance radios, placement to assure clear signal path during raised leaf operation of the bridge and IP addressing of radios to work with the PLCC system. In addition, Hinck has maintained this temporary system right up until the present time with it projected to be removed by Dec. of this year. Hinck did a very good job throughout not just on the installation and maintenance of the Ethernet Link but also on the complete electrical system rehabilitation of the entire bridge. I would highly recommend Hinck for any Ethernet work you may have as well as Bascule Span Drawbridge electrical work.

Very truly yours,

HARDESTY & HANOVER

Robert F. Eslinger, Jr. PE.

ISLIP RESOURCE RECOVERY AGENCY 401 MAIN STREET, ISLIP, NEW YORK 11751 (631) 224-5644

November 13, 2006

To Whom It May Concern:

Hinck Electrical Contractors Inc. (Hinck) located at 75 Orville Drive, Suite1, Bohemia, NY 11716, recently completed three (3) projects for the Islip Resource Recovery Agency (IRRA) at the MacArthur Resource Recovery Facility (MRRF). The MRRF is an IRRA Waste-to -Energy facility located on Veterans Memorial Highway in Ronkonkoma, NY. The three (3) projects where as follows:

1. MacArthur Resource Recovery Facility Electrical Upgrade Project Contract No. IRRA 2004-2
2. MacArthur Resource Recovery Facility Fan Replacement Project Contract No. IRRA 2004-3
3. MacArthur Resource Recovery Facility Secondary Air System Project Contract No. IRRA 2004-6

The contract value for the three projects was approximately [redacted] Hinck's work quality and performance on these projects was excellent. The IRRA highly recommends Hinck Electrical Contractors, Inc. for any future projects.

Sincerely,

Paul J. DiMaria, P.E.
Chief Engineer

cc: file

Printed on Recycled Paper

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
ALBANY, N.Y. 12232
www.nysdot.gov

JOAN McDONALD
COMMISSIONER

ANDREW M. CUOMO
GOVERNOR

December 12, 2012

Mr. John G. Buck
President
Hinck Electric
75 Orville Drive
Bohemia N.Y. 11716

Dear John,

After hurricane Sandy struck N.Y., we lost power to a large number of our bridges including all of our drawbridges. I was very much appreciative of Hinck Electric's response in making critical and immediate repairs to the submarine cable at the Loop Parkway drawbridge. Additionally, getting the temporary generator on line at the WSP drawbridge and performing repairs to the transfer switch at the MSP drawbridge were also of great benefit. Although I am sure that you had your hands full, Hinck Electric's immediate and effective response to our call for assistance allowed our crews to focus on, and resolve, other storm related issues. On behalf of Bridge Maintenance, I would like to thank you, but I would also like to say a special thank you to the men that went out and did all of the good work, namely: Pete Bonziglia, Pat Bonziglia, Carlos Dominguez and Tommy Thompson.

Sincerely,

Paul McDonald
Assistant Regional Bridge Maintenance Engineer

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
250 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, N.Y. 11788-5518

SUBIMAL CHAKRABORTI, P.E.
REGIONAL DIRECTOR

JOSEPH H. BOARDMAN
COMMISSIONER

October 19, 2004

Mr. John Buck
Hinck Electrical Contractor, Inc.
160 Irish Lane
Islip Terrace, NY 11752

Dear John:

On behalf of the Department of Transportation, I would like to thank you for the outstanding service your company provided as an electrical contractor servicing our Region's bascule bridges. Whenever services were requested, your company responded in a timely and professional manner. Your staff was very knowledgeable and friendly. We look forward to doing more work with your company in the future.

Very Truly Yours,

MOUSTAFA SAAD-ELDIN, P.E.
Regional Bridge Maintenance Engineer

MSE:RL

BROOKHAVEN
NATIONAL LABORATORY

Building 134C
P.O. Box 5000
Upton, NY 11973-5000
Phone 631 344-5279
Fax 631 344-2884
mukherji@bni.gov

managed by Brookhaven Science Associates
for the U.S. Department of Energy

Memo

date: *October 7, 2003*

to: *E. T. Murphy*

from: *S. Mukherji* S Mukherji

subject: *Teamwork*
Electrical System Modifications – Phase II
Project Completion

The Electrical System Modifications – Phase II project is now complete. It was my privilege to be a part of an excellent team that took this project through the conceptual, design, planning and execution stages to its successful completion.

My appreciation goes to Abass Wessen, whose design documents translated into a construction package that is now successfully operating as a much improved electrical infrastructure for the Laboratory. Helping the effort was Roy Butler's inspection services.

The contractor's performance, especially that of Hinck Electric Company's supervisor, Tom Thompson, is commendable. The construction work was carried out over a two-year period, without any safety violations and without any major technical deficiency.

Last but not the least, Plant Engineering's Line Crew support was invaluable. John Dowd, Jim Boomer and their whole group worked tirelessly to prepare for temporary power and electrical shutdowns to support the construction effort. John and Jim were the extra set of eyes and hands that were vigilant in testing, checking and correcting the extensive activities that continued for two years. Their support at any hour of the day or night was instrumental in bringing this project to a successful completion.

The final shutdown work that extended to every weekend during the months of August and September, often continuing past midnight, has been stressful but was performed in a great spirit of cooperation. My heartfelt appreciation goes to you all.

I thank my Managers, Gregg Flett and Marty Fallier, for their expert guidance throughout the project, and all the co-workers in E&CS for their help, whenever it was needed.

SM/cs:ml
cc: R. Aikman
J. Boomer
J. Buck (Hinck)
R. Butler
J. Dowd
M. Fallier
G. Flett
A. Wessen

VILLAGE OF ROCKVILLE CENTRE

P.O. BOX 950
ROCKVILLE CENTRE, N. Y. 11571-0950

EUGENE J. MURRAY, Mayor
EUGENE A. YOURCH, Trustee
FRANCIS A. COSGROVE, Trustee
PETER M. RUBIN, Trustee
JAMES R. FARRELL, Trustee

PATRICK J. HESTER
SUPERINTENDENT OF
ELECTRIC UTILITIES

516/678-9211
FAX #: 516/678-9204

May 10, 1995

Hinck Electrical Contracting
160 Irish Lane
Islip Terrace, NY 11752

Att: John Buck, Jr.

Dear Mr. Buck:

This will serve as a letter of reference for work performed by Hinck Electrical Contracting for the Village of Rockville Centre's recently completed substation project.

The project involved the construction of two electric substations: one, a 33kV open air substation that serves as a supply point for the Village's electric system; the other, a 33kV to 4kV distribution substation. The project required concurrent construction of both sites.

Hinck's performance on this project met all expectations. The personnel assigned to this project were qualified to perform the work required during all phases of construction. The level of cooperation between the contractor's personnel and the Village was above average.

I would not hesitate to recommend Hinck Electrical Contracting for work similar to the project at our two substation sites.

Very truly yours,

PAUL J. PALLAS
Deputy Supt. of Utilities

PJP:fm

VILLAGE OF ROCKVILLE CENTRE
DEPARTMENT OF BUILDINGS
LICENSED ELECTRICIAN

NAME: **FRED FINLEY**

LICENSE TYPE: **MASTER ELECTRICIAN**

LICENSE NO: [redacted]

VALID: **05/01/2026**

EXPIRES: 04/30/2028

PATRICK D. OBRIEN - BUILDING DEPARTMENT





This certifies that the bearer is duly licensed by the County of Suffolk

Wayne T. Rogers
Commissioner

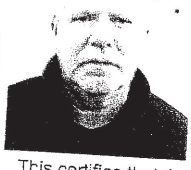
Suffolk County Dept. of Labor, Licensing & Consumer Affairs

MASTER ELECTRICAL LICENSE

Name
CRAIG HINCK

Business Name
HINCK ELECTRICAL CONTRACTOR INC

License Number: [redacted]
Issued: 03/16/1998
Expires: 02.01/2028



This certifies that the bearer is duly licensed by the County of Suffolk

Wayne T. Rogers
Commissioner

Suffolk County Dept. of Labor, Licensing & Consumer Affairs

MASTER ELECTRICAL LICENSE

Name
PAUL M STRAM

Business Name
HINCK ELECTRICAL CONTRACTOR, INC.

License Number [redacted]
Issued: 05/14/2001
Expires: 02/01/2028

DEPARTMENT OF BUILDINGS
SAFETY INSPECTION AND ENFORCEMENT
TOWN OF NORTH HEMPSTEAD, MANHASSET, NY
Stephen N. Haramis, CPCA Commisioner of Buildings

COPY

Joseph Flanagan
Hinck Electrical Contractor Inc
[redacted]

License Type: **Master Electrician**
License Number: [redacted]
Date Issued: **10/10/2025**
Renewal Date: **12/31/2028**

Having given satisfactory evidence of competency, the above licensee is hereby licensed in accordance with Chapter 2 of the Code of Town of North Hempstead, subject to the provisions of said code and all laws or ordinances applicable thereto.

W.B.T.

Member, Examining Board of Electricians

(ME09-003149.) Number of Vehicles Registering: 01

Town of Hempstead
Building Department
One Washington Street
Hempstead, NY 11550
(516) 538-8500

Master Electrician's License

License No. [redacted]

Date Issued: October 30, 2024

STRAM, PAUL M.
HINCK ELECTRICAL CONTR.INC.
75 ORVILLE DRIVE STE. 1
BOHEMIA, NY, 11716

Renewal License Expiration Date: December 31, 2027

License Year: 2002

Having given satisfactory evidence of competency is hereby licensed as a Master Electrician in accordance with the Electrical Code of the Town of Hempstead subject to the said provisions of said Electrical Code and Laws and Ordinances applicable thereto.

Daniel J. Leo

Deputy Commissioner of Buildings
Daniel J. Leo
Deputy Commissioner

Joseph J. Mondore

Chairman, Electricians Examining Board

INCORPORATED VILLAGE OF MINEOLA
DEPARTMENT OF BUILDINGS
155 Washington Avenue
Mineola, NY 11501
Tel: (516) 746-0750 Fax: (516) 888-7616

License To Do Business

License No. [redacted]

A License, pursuant to Article II of the Village Law granted to: Electrical License

Name: Fred Finley

Company: Hinck Electrical Contractor, Inc. (631) 277-7700

Dated From: 01/06/2026 **Date To: 12/31/2027**

FEE: Electrical License **Dated: 01/06/2026**

Approved by: MB (2)

PLEASE TAKE NOTICE that this license is issued pursuant to the General Ordinances of the Village of Mineola, NY and is revocable; any violation of the State law, or any violation of the Village Ordinances of the Village of Mineola, N.Y., or any order or direction of the Board of Trustees of Mineola, N.Y., or the Police Department, will subject the holder thereof to its immediate revocation.

PLEASE TAKE FURTHER NOTICE that this permit is issued to the person whose name appears on the face hereof and is not assignable.

Signature of Holder

This is to certify that – Renewal No. [redacted] License No [redacted]

Ray Hinck

Licensed Electrician

Having given satisfactory evidence of competency, is hereby licensed as a Master Electrician in accordance with Electrical Code of the Village of Westbury pertaining to Electrical Work subject to the provisions of said Code and all Laws or Ordinances applicable thereto.

This License Expires December 31, 2027

Examining Board of Electricians

Village of Cedarhurst

NASSAU COUNTY, NEW YORK

MAYOR
BENJAMIN WEINSTOCK

BOARD OF TRUSTESS
ARI BROWN, DEPUTY MAYOR
MYRNA ZISMAN
ISRAEL WASSER
DANIEL PLAUT

200 CEDARHURST AVENUE
CEDARHURST, NY 11516
516-295-5770
FAX 516-295-1077

www.cedarhurst.gov
email village@cedarhurst.gov
building@cedarhurst.gov

RECEIVED
APR 0 2 2026

BY: .....

ELECTRICAL LICENSE

Hinck Electrical Contractor
Roy Hinck
75 Orville Drive, Suite 1
BOHEMIA, NY 11716

Type of License: Electrical

Date: 03/31/2026

License Information

License Number
[redacted]

Expiration Date
05/31/2027

Payment Information

Amount	Payment Type	Receipt Number
$150	CHECK 096989	2026-0446

By_____

License No. [redacted]

Electrician's License

Town of Oyster Bay

Department of Planning and Development

Town Hall

Oyster Bay, New York 11771

Date Expires 12/31/2027

Date Issued 9/30/2024

IS A DULY LICENSED ELECTRICIAN AND IS AUTHORIZED TO DO ELECTRIC WORK IN THE TOWN OF OYSTER BAY

Name ANDREW FERRIZZ

Fee Paid $150.00

Address [redacted]

TOBDPD – Electrician's License – Electrician's Copy

Commissioner
Department of Planning and Development

ELECTRICAL LICENSE

THE INCORPORATED VILLAGE OF MALVERNE

THIS LICENSE IS SUBJECT TO ALL VILLAGE ORDINANCES AND MAY BE REVOKED FOR ANY VIOLATION

No BD: [redacted]

This is to certify that

FRED FINLEY
75 ORVILLE DRIVE SUITE 1
BOHEMIA NY 11716

having in accordance with the provision of VILLAGE ORDINANCE:

paid the fee of $200.00

an ELECTRICAL LICENSE is hereby granted unto him/them.

within the said VILLAGE for the period ending in 12/31/2027.

Superintendent of Buildings

DEPARTMENT OF BUILDINGS
SAFETY INSPECTION AND ENFORCEMENT
TOWN OF NORTH HEMPSTEAD, MANHASSET, NY
Glenn Norjen Stephen Haramis, DEPUTY BUILDING COMMISSIONERS

	License Type	**Electrician Reciprocal**
Frederick Finley IV	License Number	[redacted]
B&F Electric		
60 N Park Ave Ste 204	Date Issued	**02/03/2025**
Rockville Centre NY 11570-4159	Renewal Date	**12/31/2027**

Having given satisfactory evidence of competency, the above licensee is hereby licensed in accordance with Chapter 2 of the Code of Town of North Hempstead, subject to the provisions of said code and all laws or ordinances applicable thereto.

Member, Examining Board of Electricians

Number of Vehicles Registering: 01

Willia B. Tuttle

Glenn Norjen

	$160.00
Convenience Fee:	$4.72
Amount Received:	$164.72

VILLAGE OF EAST HILLS
209 Harbor Hill Road, East Hills, NY 11576
Telephone (516) 621-5600 | Fax (516) 625-8736

CERTIFICATE OF CONTRACTOR REGISTRATION

Electrical Contractor

REGISTRATION NUMBER:	VEH26-0016
REGISTRATION ISSUED TO:	Hinck Electrical Contractor Inc.
COMPANY NAME:	Hinck Electrical Contractor, Inc.
VALID FROM:	01/01/2026
VALID THROUGH:	12/31/2026
REGISTRATION ISSUED BY:	Kasey Sternbach

This registration is NON-TRANSFERABLE

UNIQUE ID NUMBER
12000007653

State of New York
Department of State

DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 1554476

EFFECTIVE DATE

MO.	DAY	YR.
11	24	24

EXPIRATION DATE

MO.	DAY	YR.
11	23	26

PURSUANT TO THE PROVISIONS OF ARTICLE 6D OF THE GENERAL BUSINESS LAW AS IT RELATES TO THE BUSINESS OF INSTALLING, SERVICING, OR MAINTAINING SECURITY OR FIRE ALARM SYSTEMS.

HINCK ELECTRICAL CONTRACTOR IN
75 ORVILLE DR
STE 1
BOHEMIA, NY 11716

HAS BEEN DULY LICENSED TO ENGAGE IN THE BUSINESS OF INSTALLING, SERVICING, OR MAINTAINING SECURITY OR FIRE ALARM SYSTEMS

QUALIFIER: HINCK ROY

In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.

WALTER T. MOSLEY
SECRETARY OF STATE

DOS-1098 (Rev. 3/01)

DEPARTMENT OF BUILDINGS
SAFETY INSPECTION AND ENFORCEMENT
TOWN OF NORTH HEMPSTEAD, MANHASSET, NY
JOHN NIEWENDER, BUILDING COMMISSIONER

Roy Hinck
Hinck Electrical Contractor
75 Orville Dr Ste 1
Bohemia NY 11716-2500

License Type: **Master Electrician**
License Number: [redacted]
Date Issued: **08/29/2023**
Renewal Date: **12/31/2026**

Having given satisfactory evidence of competency, the above licensee is hereby licensed in accordance with Chapter 2 of the Code of Town of North Hempstead, subject to the provisions of said code and all laws or ordinances applicable thereto.

Member, Examining Board of Electricians

Number of Vehicles Registering: 02

Town of Hempstead
Building Department
One Washington Street
Hempstead, NY 11550
(516) 538-8500

Master Electrician's License

License No. [redacted] **Account No.** 6,842 **Date Issued:** December 7, 2023 **Fee Paid:** $150.00

HINCK, ROY
HINCK ELECT CONT INC
75 ORVILLE DRIVE STE.1
BOHEMIA,NY, 11716

Renewal License Expiration Date: December 31, 2026 **License Year:** 71

Having given satisfactory evidence of competency is hereby licensed as a Master Electrician in accordance with the Electrical Code of the Town of Hempstead subject to the said provisions of said Electrical Code and Laws and Ordinances applicable thereto.

Acting Commissioner of Buildings
Frederick A Jawitz
Acting Commissioner

Chairman Electrician's Examining Board

VILLAGE OF LAWRENCE

NASSAU COUNTY, NEW YORK

License # [redacted]
Fee: $ 250.00
Expiration Date: 12/31/2026

This hereby certifies that

Roy Hinck
75 Orville Drive, Suite 1
Bohemia, New York 11716

Is granted the following license

Village Electrical

This license is issued subject to the strict observance of all laws, ordinances and regulations enacted for the protection of the Village, so far as they may apply, and is subject to revocation at any time by the Village Administrator in the event of failure of the licensee to comply with any of the terms or conditions upon which same is granted.

This is a personal license and is not assignable.

Dated: 12/15/2025

Village Administrator

Town of Hempstead
Building Department
One Washington Street
Hempstead, NY 11550
(516) 538-8500

Master Electrician's License

License No. [redacted] **Account No.** 6,255 **Date Issued:** November 22, 2023 **Fee Paid:** $150.00

FINLEY IV, FREDERICK B.
B & F ELECTRIC, INC.
60 NORTH PARK AVENUE, SUITE 204
ROCKVILLE CENTER,NY, 11570

Renewal License Expiration Date: December 31, 2026 **License Year:** 2008

Having given satisfactory evidence of competency is hereby licensed as a Master Electrician in accordance with the Electrical Code of the Town of Hempstead subject to the said provisions of said Electrical Code and Laws and Ordinances applicable thereto.

Acting Commissioner of Buildings
Frederick A Jawitz
Acting Commissioner

Chairman Electrician's Examining Board

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

We contributed to the Bruce Blakeman campaign

Electronically signed and certified at the date and time indicated by:
John G. Buck [JOHN.BUCK@HINCKELECTRIC.COM]

Dated: 07/14/2026 08:34:25 am

Vendor: Hinck Electrical Contractor, Inc.

Title: President

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: John G. Buck
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 75 Orville Drive, Suite 1
   City: Bohemia State/Province/ Territory: NY Zip/Postal Code: 11716
   Country US
   Telephone: 631-277-7700

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

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

President	01/13/1986	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

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

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

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

Buckjord LLC this company never operated as a business since 2014

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

Hinck Electrical Contractor, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
John G. Buck JOHN.BUCK@HINCKELECTRIC.COM

President

Title

07/14/2026 08:26:05 am

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Paul Stram
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State4Province4 Territory: [redacted] 6ip4Postal Code: [redacted]
Country: US

Business Address: 39 Orville Drive, Suite 1
City: Bohemia State4Province4 Territory: NY 6ip4Postal Code: 11312
Country US
Telephone: 271G333300

Other present address(es):
City: State4Province4 Territory: 6ip4Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

G. Positions held in submi5 ng business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Ette c. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	074084G0G1		
(Other)			

7. Do you have an equity interest in the business submi5 ng the questionnairex
YES ?[NO ?X[If Yes, provide details.

6. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submi5 ng the questionnairex
YES ?[NO ?X[If Yes, provide details.

9. Within the past 7 years, have you been a principal owner or officer of any business or no] or-protft organifiation other than the one submi5 ng the questionnairex
YES ?[NO ?X[If Yes, provide details.

2. Has any governmental entity awarded any contracts to a business or organifiation listed in Section 9 in the past 7 years while you were a principal owner or officerx
YES ?[NO ?X[If Yes, provide details.

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

3. In the past (9) years, have you and4or any affiliated businesses or not-for-profit organifiations listed in Section 9 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agencyx
   YES ?[NO ?X[If yes, provide an ettplanation of the circumstances and corrective action taken.

   b. Been declared in default and4or terminated for cause on any contract, and4or had any contracts cancelled for causex
   YES ?[NO ?X[If yes, provide an ettplanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and4or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualitfcation standardsx
   YES ?[NO ?X[If yes, provide an ettplanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with itj and4or is any action pending that could formally debar or otherwise a" ect such business;s ability to bid or propose on contractx
   YES ?[NO ?X[If yes, provide an ettplanation of the circumstances and corrective action taken.

8. Have any of the businesses or organifiations listed in response to Question 9 tfled a bankruptcy petition and4or been the subffect of involuntary bankruptcy proceedings during the past 3 years, and4or for any portion of the last 3 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 3 years ago and4or is any such business now the subffect of any pending bankruptcy proceedings, whenever initiatedx
YES ?[NO ?X[If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check zYesz. If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

/.
   a. Is there any felony charge pending against youx
   YES ?[NO ?X[If yes, provide an ettplanation of the circumstances and corrective action taken.

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

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

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

e. In the past 9 years, have you been convicted, a' er trial or by plea, of a misdemeanorx
YES ?[NO ?X[If yes, provide an ettplanation of the circumstances and corrective action taken.

f. In the past 9 years, have you been found in violation of any administrative or statutory chargesx
YES ?[NO ?X[If yes, provide an ettplanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 9 years, have you been the subffect of a criminal investigation and4or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and4or the subffect of an investigation where such investigation was related to activities performed at, for, or on behalf of the submi5 ng business entity and4or an affiliated business listed in response to Question 9x
YES ?[NO ?X[If yes, provide an ettplanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 9 years has any business or organifation listed in response to Question 9, been the subffect of a criminal investigation and4or a civil anti-trust investigation and4or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officerx
YES ?[NO ?X[If yes, provide an ettplanation of the circumstances and corrective action taken.

1G. In the past 9 years, have you or this business, or any other affiliated business listed in response to Question 9 had any sanction imposed as a result of ffudicial or administrative proceedings with respect to any professional license heldx
YES ?[NO ?X[If yes, provide an ettplanation of the circumstances and corrective action taken.

17. For the past 9 tatty years, have you failed to tfle any required tattreturns or failed to pay any applicable federal, state or local tatte s or other assessed charges, including but not limited to water and sewer chargesx
YES ?[NO ?X[If yes, provide an ettplanation of the circumstances and corrective action taken.

I, Paul Stram , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submi5 ng business entity and4or any affiliated entities non-responsible, and, in addition, may subffect me to criminal charges.

I, Paul Stram , hereby certify that I have read and understand all the items contained in this formj that I supplied full and complete answers to each item therein to the best of my knowledge, information and beliefj that I will notify the County in writing of any change in circumstances occurring a' er the submission of this formj and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submi5 ng business entity.

CERTIFICATION

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

Hinck Electrical Contractor, Inc.

Name of submi5 ng business

Electronically signed and certitfed at the date and time indicated by:
Paul Stram PAUL.STRAM@HINCKELECTRIC.COM

Vice President

Title

064024G0G2 0G:99:6/ pm

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Hinck Electrical Contractor, Inc.

Address: 75 Orville Drive, Suite 1

City: Bohemia State/Province/Territory: NY Zip/Postal Code: 11716

Country: US

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

3. Type of Business: Other (specify) S-Corp

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

1 File(s) uploaded: Corp Struc.docx

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

John G. Buck [redacted]

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

None

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

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

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

None

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

None

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

We are not registered with any lobbyist

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

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

Electronically signed and certified at the date and time indicated by:
John G. Buck [JOHN.BUCK@HINCKELECTRIC.COM]

Dated: 07/14/2026 08:30:07 am

Title: President

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

Corporate Structure of Hinck Electrical Contractor, Inc.

July 14, 2026

The ownership and corporate officers of Hinck Electrical Contractor, Inc. are as follows:

John G. Buck [redacted] President [redacted]
Paul Stram [redacted] Vice President

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COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: January 12, 2026

SUBJECT: **RECOMMENDATION OF AWARD**

Contract Number:	**T62462-01G**
Title:	**Traffic Signal Expansion Phase 10 Construction - PIN 0761.25**
Engineer's Estimate:	**$18,325,488.50**
Bids Received On:	**September 30, 2025**

The bids received for the above referenced contract have been examined and the bid submitted by "**Hinck Electrical Contractor, Inc.**" in the amount of $17,112,868.35 is acceptable as the lowest bid (see the attached bid tabulation).

The low bid by Hinck Electrical Contractor, Inc. of Long Island is 6.6% lower than the engineer's estimate (Capital Project Number 62462- PIN 0761.25). Currently the required funds are included in the Capital Plan, Capital Project Number 62462. The Department will process the contract to coincide with the approval of the associated Bond Ordinance.

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

Michael Kwaschyn

Michael Kwaschyn
Commissioner

MK:JGP:HTL:pl
Attachments
c: Joseph G. Pecora, Deputy Commissioner
Concetta Petrucci, Assistant Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Harold T. Lutz, Director of Traffic Engineering
Daniel Winkelman, Assistant Director of Traffic Engineering
Christopher Liberti, Traffic Engineer III

APPROVED:

Arthur T. Walsh Date 1/12/26
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

Traffic Signal Expansion Phase 10 PIN 0761.25

Bid Opening: 9 /30/2025 **Engineer:** Christopher Liberti, **Phone:** (516) 571-3930

Contractor	Address	Insurance	Payment	Bid Amount	Alternate Bid
Hinck Electrical Contractor, Inc.	75 Orville Drive,Ste 1 Bohemia, NY 11716	Fidelity & Deposit Company of	10% of Bid Amount	$17,112,083.11	$0.00
Welsbach Electric Corp. of Long Island	300 Newtown Road Plainview, NY 11803	Travelers Casualty and Surety of	10% of Bid Amount	$17,220,000.00	$0.00
Commander Electric, Inc.	P.O. Box 526 500 Johnson Avenue Bohemia, NY 11716	Liberty Mutual Insurance Comp	10% of Bid Amount	$18,650,349.80	$0.00

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

PREPARED BY
NCDPW

MEMORANDUM OF BIDS

Nassau County Department of Public Works

Computation Verified by: JB

Date: 12/31/25

Contract No. T62462-01G

Bid Opening Date: September 30, 2025

Contract Description: Traffic Signal Improvements- Long Beach Road

Bidders in Rank Order:

Rank	Bidder Name	Bid Amount
	Engineer's Estimate (EE)	$18,325,488.50
1.	Hinck Electrical Contractor, Inc.	$17,112,868.35
2.	Welsbach Electric Corp. of Long Island	$17,220,000.00
3.	Commander Electric, Inc.	$18,650,349.80
	Percent Difference:	6.6% Below EE

The Lowest Responsible Bidder: Hinck Electrical Contractor, Inc.

Low Bid: $17,112,868.35

(X) I recommend the award of the above contract to the lowest responsible bidder

( ) I recommend rejection of all bids

Date: 12/31/25 Signature: Chris Liberti

NCDPW – Project Manager: Christopher Liberti - Traffic Engineer III

Department of Public Works
Nassau County

Bid Summary for Contract: T62462-01G / NYSDOT PIN: 0761.25
Nassau County Traffic Signal Expansion Phase 10
Bid Attempt Number: 1

Advertising Dates: 08/06/2025-09/26/2025
Bid Opening Date: 09/30/2025
Project Manager: Christopher Liberti

Item #	Item Description	ENGINEER'S ESTIMATE (EE)				***** LOW BIDDER ***** Hinck Electrical Contractor			Welsbach Electric of L.I.			Commander Electric, Inc.		
		Unit	Unit Cost	Quantity	Total	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	$80.00	10	$800.00	$134.00	$1,340.00	67.5%	$132.00	$1,320.00	65.0%	$132.00	$1,320.00	65.0%
203.06	SELECT FILL	CY	$110.00	20	$2,200.00	$161.00	$3,220.00	46.4%	$155.00	$3,100.00	40.9%	$158.00	$3,160.00	43.6%
206.03010010	CONDUIT EXCAVATION AND BACKFILL - (RESTORING TOP SURFACES NOT INCLUDED)	LF	$40.00	14,455	$578,200.00	$11.00	$159,005.00	-72.5%	$12.00	$173,460.00	-70.0%	$11.00	$159,005.00	-72.5%
206.03100010	TRAFFIC SIGNAL CONDUIT EXCAVATION AND BACKFILL	LF	$260.00	550	$143,000.00	$214.00	$117,700.00	-17.7%	$220.00	$121,000.00	-15.4%	$210.00	$115,500.00	-19.2%
206.05	TEST PIT EXCAVATION	EACH	$1,100.00	16	$17,600.00	$1,050.00	$16,800.00	-4.5%	$1,100.00	$17,600.00	0.0%	$1,024.00	$16,384.00	-6.9%
404.0981	9.5 F1 TOP COURSE ASPHALT, 80 SERIES COMPACTION	TON	$400.00	705	$282,000.00	$348.00	$245,340.00	-13.0%	$360.00	$253,800.00	-10.0%	$342.00	$241,110.00	-14.5%
404.2589	25 F9 BINDER COURSE ASPHALT, 80 SERIES COMPACTION	TON	$450.00	4,396	$1,978,200.00	$401.00	$1,762,796.00	-10.9%	$420.00	$1,846,320.00	-6.7%	$394.00	$1,732,024.00	-12.4%
407.0102	DILUTED TACK COAT	GAL	$5.50	3,453	$18,991.50	$5.35	$18,473.55	-2.7%	$6.00	$20,718.00	9.1%	$6.00	$20,718.00	9.1%
418.7603	ASPHALT PAVEMENT JOINT ADHESIVE	LF	$5.50	16,161	$88,885.50	$3.25	$52,523.25	-40.9%	$4.00	$64,644.00	-27.3%	$4.00	$64,644.00	-27.3%
520.09000010	SAW CUTTING ASPHALT CONCRETE	LF	$10.25	15,000	$153,750.00	$5.35	$80,250.00	-47.8%	$6.00	$90,000.00	-41.5%	$6.00	$90,000.00	-41.5%
560.70000008	BRICK FACING	SF	$135.00	15	$2,025.00	$107.00	$1,605.00	-20.7%	$110.00	$1,650.00	-18.5%	$105.00	$1,575.00	-22.2%
608.0101	CONCRETE SIDEWALKS AND DRIVEWAYS	CY	$1,300.00	5	$6,500.00	$1,285.00	$6,425.00	-1.2%	$1,300.00	$6,500.00	0.0%	$1,260.00	$6,300.00	-3.1%
608.01050010	CONCRETE SIDEWALKS - UNREINFORCED (GRADING INCLUDED)	CY	$1,590.00	278	$442,020.00	$1,172.00	$325,816.00	-26.3%	$1,220.00	$339,160.00	-23.3%	$1,150.00	$319,700.00	-27.7%

Item #	Item Description	ENGINEER'S ESTIMATE (EE)				***** LOW BIDDER ***** Hinck Electrical Contractor			Welsbach Electric of L.I.			Commander Electric, Inc.		
		Unit	Unit Cost	Quantity	Total	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff
608.01050109	CURB RAMP CONFIGURATION TYPE 1	EACH	$7,500.00	12	$90,000.00	$6,688.00	$80,256.00	-10.8%	$6,750.00	$81,000.00	-10.0%	$6,563.00	$78,756.00	-12.5%
608.01050209	CURB RAMP CONFIGURATION TYPE 2	EACH	$8,100.00	15	$121,500.00	$6,688.00	$100,320.00	-17.4%	$6,750.00	$101,250.00	-16.7%	$6,563.00	$98,445.00	-19.0%
608.01050309	CURB RAMP CONFIGURATION TYPE 3	EACH	$10,010.00	11	$110,110.00	$9,100.00	$100,100.00	-9.1%	$9,200.00	$101,200.00	-8.1%	$8,925.00	$98,175.00	-10.8%
608.01050409	CURB RAMP CONFIGURATION TYPE 4	EACH	$9,500.00	26	$247,000.00	$9,100.00	$236,600.00	-4.2%	$9,200.00	$239,200.00	-3.2%	$8,925.00	$232,050.00	-6.1%
608.01050509	CURB RAMP CONFIGURATION TYPE 5	EACH	$11,600.00	15	$174,000.00	$9,416.00	$141,240.00	-18.8%	$9,500.00	$142,500.00	-18.1%	$9,240.00	$138,600.00	-20.3%
608.01050609	CURB RAMP CONFIGURATION TYPE 6	EACH	$13,900.00	1	$13,900.00	$11,235.00	$11,235.00	-19.2%	$11,500.00	$11,500.00	-17.3%	$11,025.00	$11,025.00	-20.7%
608.01050709	CURB RAMP CONFIGURATION TYPE 7	EACH	$12,300.00	6	$73,800.00	$9,416.00	$56,496.00	-23.4%	$9,500.00	$57,000.00	-22.8%	$9,240.00	$55,440.00	-24.9%
608.01050809	CURB RAMP CONFIGURATION TYPE 8	EACH	$9,400.00	29	$272,600.00	$6,688.00	$193,952.00	-28.9%	$6,800.00	$197,200.00	-27.7%	$6,563.00	$190,327.00	-30.2%
608.01050909	CURB RAMP CONFIGURATION TYPE 9	EACH	$9,500.00	24	$228,000.00	$6,688.00	$160,512.00	-29.6%	$6,800.00	$163,200.00	-28.4%	$6,563.00	$157,512.00	-30.9%
608.01051009	CURB RAMP CONFIGURATION TYPE 10	EACH	$9,000.00	2	$18,000.00	$8,025.00	$16,050.00	-10.8%	$8,100.00	$16,200.00	-10.0%	$7,613.00	$15,226.00	-15.4%
608.01051109	CURB RAMP CONFIGURATION TYPE 11	EACH	$7,300.00	10	$73,000.00	$6,425.00	$64,250.00	-12.0%	$6,500.00	$65,000.00	-11.0%	$6,295.00	$62,950.00	-13.8%
608.01051409	CURB RAMP CONFIGURATION TYPE 14	EACH	$10,000.00	2	$20,000.00	$8,025.00	$16,050.00	-19.8%	$8,100.00	$16,200.00	-19.0%	$7,875.00	$15,750.00	-21.3%
608.02010015	UNCLASSIFIED EXCAVATION AND DISPOSAL FOR SIDEWALKS, CURB RAMPS AND CURBS	CY	$95.00	1,080	$102,600.00	$53.50	$57,780.00	-43.7%	$54.00	$58,320.00	-43.2%	$53.00	$57,240.00	-44.2%
608.02020015	OPTIONAL TYPE SUBBASE COURSE FOR SIDEWALKS, CURB RAMPS AND CURBS	CY	$40.00	786	$31,440.00	$26.80	$21,064.80	-33.0%	$30.00	$23,580.00	-25.0%	$27.00	$21,222.00	-32.5%
609.04010510	CAST-IN-PLACE CONCRETE CURB (GRADING INCLUDED) TYPE VF6	LF	$80.00	133	$10,640.00	$69.80	$9,283.40	-12.8%	$70.00	$9,310.00	-12.5%	$69.00	$9,177.00	-13.8%
610.1403	TOPSOIL - LAWNS	CY	$130.00	137	$17,810.00	$107.00	$14,659.00	-17.7%	$110.00	$15,070.00	-15.4%	$105.00	$14,385.00	-19.2%

Item #	Item Description	ENGINEER'S ESTIMATE (EE)				***** LOW BIDDER ***** Hinck Electrical Contractor			Welsbach Electric of L.I.			Commander Electric, Inc.		
		Unit	Unit Cost	Quantity	Total	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff
610.1602	TURF ESTABLISHMENT - LAWNS	SY	$80.00	557	$44,560.00	$37.50	$20,887.50	-53.1%	$40.00	$22,280.00	-50.0%	$37.00	$20,609.00	-53.8%
610.19	WATERING VEGETATION	MGAL	$110.00	20	$2,200.00	$60.00	$1,200.00	-45.5%	$50.00	$1,000.00	-54.5%	$150.00	$3,000.00	36.4%
618.78100115	SECURITY BOLLARD FIXED, CAST IN PLACE, SHALLOW	EACH	$200.00	35	$7,000.00	$3,603.00	$126,105.00	1701.5%	$3,500.00	$122,500.00	1650.0%	$5,000.00	$175,000.00	2400.0%
619.01	BASIC WORK ZONE TRAFFIC CONTROL	LS	$600,000.00	1	$600,000.00	$418,570.00	$418,570.00	-30.2%	$240,000.00	$240,000.00	-60.0%	$850,000.00	$850,000.00	41.7%
619.1611	MAINTAIN TRAFFIC SIGNAL EQUIPMENT, REQUIREMENT "A"	INT/MO	$250.00	936	$234,000.00	$274.00	$256,464.00	9.6%	$120.00	$112,320.00	-52.0%	$500.00	$468,000.00	100.0%
625.01	SURVEY OPERATIONS	LS	$160,000.00	1	$160,000.00	$12,000.00	$12,000.00	-92.5%	$5,000.00	$5,000.00	-96.9%	$100,000.00	$100,000.00	-37.5%
635.0103	CLEANING AND PREPARATION OF PAVEMENT SURFACES - LINES	LF	$7.50	72,966	$547,245.00	$5.85	$426,851.10	-22.0%	$6.00	$437,796.00	-20.0%	$6.00	$437,796.00	-20.0%
635.0203	CLEANING AND PREPARATION OF PAVEMENT SURFACES - LETTERS	EACH	$140.00	19	$2,660.00	$161.00	$3,059.00	15.0%	$165.00	$3,135.00	17.9%	$165.00	$3,135.00	17.9%
635.0303	CLEANING AND PREPARATION OF PAVEMENT SURFACES - SYMBOLS	EACH	$100.00	75	$7,500.00	$161.00	$12,075.00	61.0%	$165.00	$12,375.00	65.0%	$165.00	$12,375.00	65.0%
645.5101	GROUND-MOUNTED SIGN PANELS WITHOUT Z-BARS	SF	$120.00	139	$16,680.00	$181.00	$25,159.00	50.8%	$120.00	$16,680.00	0.0%	$165.00	$22,935.00	37.5%
645.81	TYPE A SIGN POSTS	EACH	$500.00	62	$31,000.00	$396.00	$24,552.00	-20.8%	$475.00	$29,450.00	-5.0%	$890.00	$55,180.00	78.0%
645.85	POLE MOUNTED SIGN SUPPORT SYSTEM (BAND MOUNTED)	EACH	$160.00	7	$1,120.00	$1,437.00	$10,059.00	798.1%	$450.00	$3,150.00	181.3%	$1,762.00	$12,334.00	1001.3%
647.31	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET)	EACH	$500.00	41	$20,500.00	$2,551.00	$104,591.00	410.2%	$350.00	$14,350.00	-30.0%	$1,110.00	$45,510.00	122.0%
647.51	REMOVE AND DISPOSE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET)	EACH	$170.00	15	$2,550.00	$2,095.00	$31,425.00	1132.4%	$150.00	$2,250.00	-11.8%	$1,160.00	$17,400.00	582.4%

Item #	Item Description	ENGINEER'S ESTIMATE (EE)				***** LOW BIDDER ***** Hinck Electrical Contractor			Welsbach Electric of L.I.			Commander Electric, Inc.		
		Unit	Unit Cost	Quantity	Total	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff
647.61	REMOVE & DISPOSE SIGNS, GROUND MOUNTED TYPE A SIGN SUPPORTS & FOUNDATIONS (UNDER 30 SQ FT)	EACH	$230.00	14	$3,220.00	$612.00	$8,568.00	166.1%	$135.00	$1,890.00	-41.3%	$1,300.00	$18,200.00	465.2%
647.64	REMOVE AND DISPOSE HIGH CAPACITY TYPE A GROUND MOUNTED SIGN SUPPORT AND FOUNDATION	EACH	$500.00	15	$7,500.00	$3,245.00	$48,675.00	549.0%	$600.00	$9,000.00	20.0%	$1,530.00	$22,950.00	206.0%
662.60030008	ALTERING ELEVATION OF GAS VALVE BOXES	EACH	$340.00	8	$2,720.00	$1,605.00	$12,840.00	372.1%	$1,575.00	$12,600.00	363.2%	$1,575.00	$12,600.00	363.2%
662.62000010	RESETTING CASTINGS ON EXISTING UTILITY MANHOLES	EACH	$1,500.00	3	$4,500.00	$1,605.00	$4,815.00	7.0%	$1,575.00	$4,725.00	5.0%	$1,575.00	$4,725.00	5.0%
663.33	ADJUST EXISTING VALVE BOX ELEVATION	EACH	$620.00	6	$3,720.00	$1,605.00	$9,630.00	158.9%	$1,575.00	$9,450.00	154.0%	$1,575.00	$9,450.00	154.0%
670.1206	6 FT ALUMINUM SINGLE MEMBER BRACKET ARM	EACH	$1,700.00	5	$8,500.00	$915.00	$4,575.00	-46.2%	$800.00	$4,000.00	-52.9%	$800.00	$4,000.00	-52.9%
670.1208	8 FT ALUMINUM SINGLE MEMBER BRACKET ARM	EACH	$2,115.00	1	$2,115.00	$932.00	$932.00	-55.9%	$850.00	$850.00	-59.8%	$800.00	$800.00	-62.2%
670.1210	10 FT ALUMINUM SINGLE MEMBER BRACKET ARM	EACH	$3,000.00	2	$6,000.00	$1,415.00	$2,830.00	-52.8%	$900.00	$1,800.00	-70.0%	$850.00	$1,700.00	-71.7%
680.050200NA	FURNISH AND INSTALL VIDEO VEHICLE DETECTION EQUIPMENT	EACH	$12,000.00	5	$60,000.00	$12,643.00	$63,215.00	5.4%	$12,500.00	$62,500.00	4.2%	$14,015.00	$70,075.00	16.8%
680.110008NA	FURNISH AND INSTALL 8 FOOT SIGNAL POST	EACH	$2,100.00	72	$151,200.00	$2,444.00	$175,968.00	16.4%	$2,300.00	$165,600.00	9.5%	$1,580.00	$113,760.00	-24.8%
680.110010NA	FURNISH AND INSTALL 10 FOOT SIGNAL POST	EACH	$2,300.00	27	$62,100.00	$2,553.00	$68,931.00	11.0%	$2,400.00	$64,800.00	4.3%	$1,710.00	$46,170.00	-25.7%
680.130001NA	FURNISH AND INSTALL ELECTRICAL DISCONNECT / GENERATOR TRANSFER SWITCH	EACH	$2,000.00	6	$12,000.00	$2,110.00	$12,660.00	5.5%	$2,100.00	$12,600.00	5.0%	$1,000.00	$6,000.00	-50.0%
680.321001NA	FURNISH & INSTALL MODEL 2070 LX LITE CONTROLLER UNIT	EACH	$5,300.00	32	$169,600.00	$5,610.00	$179,520.00	5.8%	$5,000.00	$160,000.00	-5.7%	$5,132.00	$164,224.00	-3.2%

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		Unit	Unit Cost	Quantity	Total	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff
680.332002NA	FURNISH & INSTALL MODEL 332 CABINET WITH AUXILIARY OUTPUT FILE AND EQUIPMENT	EACH	$21,000.00	5	$105,000.00	$20,864.00	$104,320.00	-0.6%	$19,000.00	$95,000.00	-9.5%	$18,500.00	$92,500.00	-11.9%
680.336002NA	FURNISH & INSTALL MODEL 336SX CABINET AND AUXILIARY EQUIPMENT	EACH	$18,000.00	27	$486,000.00	$19,111.00	$515,997.00	6.2%	$17,500.00	$472,500.00	-2.8%	$18,100.00	$488,700.00	0.6%
680.5001	POLE EXCAVATION AND CONCRETE FOUNDATION	CY	$2,100.00	305	$640,500.00	$2,212.00	$674,660.00	5.3%	$2,500.00	$762,500.00	19.0%	$2,885.00	$879,925.00	37.4%
680.5002	CONCRETE BASE FOR CONTROLLER CABINET	EACH	$4,750.00	7	$33,250.00	$5,168.00	$36,176.00	8.8%	$4,750.00	$33,250.00	0.0%	$5,216.00	$36,512.00	9.8%
680.51000010	ALTER ELEVATION OF PULLBOXES	EACH	$650.00	32	$20,800.00	$589.00	$18,848.00	-9.4%	$600.00	$19,200.00	-7.7%	$600.00	$19,200.00	-7.7%
680.51050010	PULLBOX, RECTANGULAR REINFORCED CONCRETE (26" X 18")	EACH	$2,400.00	126	$302,400.00	$2,610.00	$328,860.00	8.8%	$2,500.00	$315,000.00	4.2%	$2,800.00	$352,800.00	16.7%
680.51100010	CLEAN EXISTING PULLBOX	EACH	$450.00	62	$27,900.00	$423.00	$26,226.00	-6.0%	$425.00	$26,350.00	-5.6%	$415.00	$25,730.00	-7.8%
680.51400010	CONCRETE FIBER OPTIC PULLBOX	EACH	$5,500.00	9	$49,500.00	$6,043.00	$54,387.00	9.9%	$6,000.00	$54,000.00	9.1%	$6,300.00	$56,700.00	14.5%
680.520102	CONDUIT, METAL STEEL, ZINC COATED, 3/4"	LF	$20.00	369	$7,380.00	$20.00	$7,380.00	0.0%	$19.00	$7,011.00	-5.0%	$50.00	$18,450.00	150.0%
680.520104	CONDUIT, METAL STEEL, ZINC COATED, 1 1/4"	LF	$25.00	1,827	$45,675.00	$27.10	$49,511.70	8.4%	$24.00	$43,848.00	-4.0%	$52.00	$95,004.00	108.0%
680.520106	CONDUIT, METAL STEEL, ZINC COATED, 2"	LF	$30.00	904	$27,120.00	$32.40	$29,289.60	8.0%	$32.00	$28,928.00	6.7%	$56.00	$50,624.00	86.7%
680.520108	CONDUIT, METAL STEEL, ZINC COATED, 3"	LF	$45.00	11,432	$514,440.00	$49.40	$564,740.80	9.8%	$50.00	$571,600.00	11.1%	$60.00	$685,920.00	33.3%
680.53010010	CLEAN EXISTING CONDUIT	LF	$6.00	350	$2,100.00	$3.80	$1,330.00	-36.7%	$3.00	$1,050.00	-50.0%	$22.00	$7,700.00	266.7%
680.54	INDUCTANCE LOOP INSTALLATION	LF	$22.00	8,655	$190,410.00	$29.00	$250,995.00	31.8%	$16.00	$138,480.00	-27.3%	$23.00	$199,065.00	4.5%
680.7001	SINGLE SPAN WIRE ASSEMBLY	EACH	$3,000.00	1	$420,000.00	$3,172.00	$3,172.00	-99.2%	$2,600.00	$2,600.00	-99.4%	$5,000.00	$5,000.00	-98.8%
680.7004	MESSENGER ASSEMBLY	LF	$5.00	55,229	$276,145.00	$5.40	$298,236.60	8.0%	$9.00	$497,061.00	80.0%	$8.00	$441,832.00	60.0%
680.700606	RISER ASSEMBLY, 2" DIAMETER	EACH	$1,500.00	66	$99,000.00	$1,458.00	$96,228.00	-2.8%	$1,800.00	$118,800.00	20.0%	$950.00	$62,700.00	-36.7%
680.72	INDUCTANCE LOOP WIRE	LF	$3.00	23,642	$70,926.00	$1.35	$31,916.70	-55.0%	$3.00	$70,926.00	0.0%	$3.00	$70,926.00	0.0%
680.730214	SIGNAL CABLE 2 CONDUCTORS, 14 AWG	LF	$3.00	44,279	$132,837.00	$2.87	$127,080.73	-4.3%	$4.00	$177,116.00	33.3%	$5.00	$221,395.00	66.7%

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		Unit	Unit Cost	Quantity	Total	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff
680.730314	SIGNAL CABLE 3 CONDUCTORS, 14 AWG	LF	$3.25	32,291	$104,945.75	$3.09	$99,779.19	-4.9%	$4.50	$145,309.50	38.5%	$5.00	$161,455.00	53.8%
680.730514	SIGNAL CABLE 5 CONDUCTORS, 14 AWG	LF	$4.00	1,067	$4,268.00	$3.74	$3,990.58	-6.5%	$6.00	$6,402.00	50.0%	$6.00	$6,402.00	50.0%
680.730714	SIGNAL CABLE 7 CONDUCTORS, 14 AWG	LF	$6.00	15,510	$93,060.00	$4.02	$62,350.20	-33.0%	$6.10	$94,611.00	1.7%	$6.00	$93,060.00	0.0%
680.731014	SIGNAL CABLE 10 CONDUCTORS, 14 AWG	LF	$8.00	8,336	$66,688.00	$4.72	$39,345.92	-41.0%	$8.00	$66,688.00	0.0%	$7.00	$58,352.00	-12.5%
680.731514	SIGNAL CABLE 15 CONDUCTORS, 14 AWG	LF	$8.00	9,426	$75,408.00	$5.73	$54,010.98	-28.4%	$9.50	$89,547.00	18.8%	$8.00	$75,408.00	0.0%
680.732014	SIGNAL CABLE 20 CONDUCTORS, 14 AWG	LF	$10.00	426	$4,260.00	$6.20	$2,641.20	-38.0%	$12.00	$5,112.00	20.0%	$10.00	$4,260.00	0.0%
680.76610010	POWER SERVICE CONNECTION (NASSAU COUNTY)	EACH	$600.00	31	$18,600.00	$750.00	$23,250.00	25.0%	$478.00	$14,818.00	-20.3%	$350.00	$10,850.00	-41.7%
680.77000010	MODIFY TRAFFIC SIGNAL EQUIPMENT	LS	$100,000.00	1	$100,000.00	$283,033.00	$283,033.00	183.0%	$15,000.00	$15,000.00	-85.0%	$10,000.00	$10,000.00	-90.0%
680.79000010	REMOVE TRAFFIC SIGNAL EQUIPMENT	LS	$300,000.00	1	$300,000.00	$665,970.00	$665,970.00	122.0%	$615,000.00	$615,000.00	105.0%	$495,000.00	$495,000.00	65.0%
680.810101	TRAFFIC SIGNAL MODULE - 12 INCH, RED BALL, LED	EACH	$100.00	323	$32,300.00	$94.00	$30,362.00	-6.0%	$100.00	$32,300.00	0.0%	$111.00	$35,853.00	11.0%
680.810102	TRAFFIC SIGNAL MODULE - 12 INCH, RED ARROW, LED	EACH	$170.00	11	$1,870.00	$93.00	$1,023.00	-45.3%	$105.00	$1,155.00	-38.2%	$113.00	$1,243.00	-33.5%
680.810103	TRAFFIC SIGNAL MODULE - 12 INCH, YELLOW BALL, LED	EACH	$100.00	326	$32,600.00	$94.00	$30,644.00	-6.0%	$100.00	$32,600.00	0.0%	$111.00	$36,186.00	11.0%
680.810104	TRAFFIC SIGNAL MODULE - 12 INCH, YELLOW ARROW, LED	EACH	$180.00	35	$6,300.00	$97.00	$3,395.00	-46.1%	$105.00	$3,675.00	-41.7%	$113.00	$3,955.00	-37.2%
680.810105	TRAFFIC SIGNAL MODULE - 12 INCH, GREEN BALL, LED	EACH	$100.00	321	$32,100.00	$94.00	$30,174.00	-6.0%	$100.00	$32,100.00	0.0%	$111.00	$35,631.00	11.0%
680.810106	TRAFFIC SIGNAL MODULE - 12 INCH, GREEN ARROW, LED	EACH	$180.00	40	$7,200.00	$97.00	$3,880.00	-46.1%	$105.00	$4,200.00	-41.7%	$113.00	$4,520.00	-37.2%
680.810107	TRAFFIC SIGNAL SECTION - TYPE I, 12 INCH	EACH	$300.00	1,061	$318,300.00	$425.00	$450,925.00	41.7%	$400.00	$424,400.00	33.3%	$260.00	$275,860.00	-13.3%
680.8111	TRAFFIC SIGNAL BRACKET ASSEMBLY - 1 WAY	EACH	$600.00	132	$79,200.00	$516.00	$68,112.00	-14.0%	$700.00	$92,400.00	16.7%	$670.00	$88,440.00	11.7%

Item #	Item Description	ENGINEER'S ESTIMATE (EE)				***** LOW BIDDER ***** Hinck Electrical Contractor			Welsbach Electric of L.I.			Commander Electric, Inc.		
		Unit	Unit Cost	Quantity	Total	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff
680.8112	TRAFFIC SIGNAL BRACKET ASSEMBLY 2 WAY	EACH	$800.00	46	$36,800.00	$833.00	$38,318.00	4.1%	$850.00	$39,100.00	6.3%	$920.00	$42,320.00	15.0%
680.8113	TRAFFIC SIGNAL BRACKET ASSEMBLY 3 WAY	EACH	$1,000.00	27	$27,000.00	$1,019.00	$27,513.00	1.9%	$1,100.00	$29,700.00	10.0%	$1,015.00	$27,405.00	1.5%
680.8114	TRAFFIC SIGNAL BRACKET ASSEMBLY 4 WAY	EACH	$1,300.00	11	$14,300.00	$1,220.00	$13,420.00	-6.2%	$1,150.00	$12,650.00	-11.5%	$1,150.00	$12,650.00	-11.5%
680.813108NA	LED PEDESTRIAN SIGNAL WITH COUNTDOWN TIMER ASSEMBLY 16" X 18"	EACH	$1,200.00	192	$230,400.00	$1,142.00	$219,264.00	-4.8%	$1,200.00	$230,400.00	0.0%	$1,150.00	$220,800.00	-4.2%
680.81422010	AUXILIARY POLE AND FOUNDATION	EACH	$9,500.00	11	$104,500.00	$7,761.00	$85,371.00	-18.3%	$9,400.00	$103,400.00	-1.1%	$10,500.00	$115,500.00	10.5%
680.8151	ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITHOUT POST	EACH	$1,500.00	106	$159,000.00	$971.00	$102,926.00	-35.3%	$1,100.00	$116,600.00	-26.7%	$900.00	$95,400.00	-40.0%
680.8152	ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITH POST	EACH	$2,500.00	43	$107,500.00	$2,856.00	$122,808.00	14.2%	$2,500.00	$107,500.00	0.0%	$2,410.00	$103,630.00	-3.6%
680.8199	BACKPLATES FOR TRAFFIC SIGNAL HEADS	EACH	$300.00	4	$1,200.00	$445.00	$1,780.00	48.3%	$325.00	$1,300.00	8.3%	$600.00	$2,400.00	100.0%
680.8204	OVERHEAD SIGN ASSEMBLY, TYPE D	EACH	$800.00	40	$32,000.00	$1,098.00	$43,920.00	37.3%	$1,100.00	$44,000.00	37.5%	$800.00	$32,000.00	0.0%
680.82162510	16 FT MAST ARM POLE WITH A 25 FT MAST ARM (NASSAU COUNTY)	EACH	$19,000.00	6	$114,000.00	$19,337.00	$116,022.00	1.8%	$18,600.00	$111,600.00	-2.1%	$19,000.00	$114,000.00	0.0%
680.82163010	16 FT MAST ARM POLE WITH A 30 FT MAST ARM (NASSAU COUNTY)	EACH	$20,000.00	17	$340,000.00	$19,436.00	$330,412.00	-2.8%	$19,100.00	$324,700.00	-4.5%	$20,000.00	$340,000.00	0.0%
680.82163510	16 FT MAST ARM POLE WITH A 35 FT MAST ARM (NASSAU COUNTY)	EACH	$21,000.00	13	$273,000.00	$19,690.00	$255,970.00	-6.2%	$19,600.00	$254,800.00	-6.7%	$30,000.00	$390,000.00	42.9%
680.82164010	16 FT MAST ARM POLE WITH A 40 FT MAST ARM (NASSAU COUNTY)	EACH	$25,000.00	22	$550,000.00	$24,323.00	$535,106.00	-2.7%	$23,800.00	$523,600.00	-4.8%	$20,750.00	$456,500.00	-17.0%
680.82164510	16 FT MAST ARM POLE WITH A 45 FT MAST ARM (NASSAU COUNTY)	EACH	$26,000.00	9	$234,000.00	$25,007.00	$225,063.00	-3.8%	$24,800.00	$223,200.00	-4.6%	$21,000.00	$189,000.00	-19.2%
680.82165010	16 FT MAST ARM POLE WITH A 50 FT MAST ARM (NASSAU COUNTY)	EACH	$27,000.00	8	$216,000.00	$26,594.00	$212,752.00	-1.5%	$26,600.00	$212,800.00	-1.5%	$22,000.00	$176,000.00	-18.5%

Item #	Item Description	ENGINEER'S ESTIMATE (EE)				***** LOW BIDDER ***** Hinck Electrical Contractor			Welsbach Electric of L.I.			Commander Electric, Inc.		
		Unit	Unit Cost	Quantity	Total	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff
680.8225	PEDESTRIAN PUSHBUTTON AND SIGN - WITHOUT POST	EACH	$600.00	30	$18,000.00	$482.00	$14,460.00	-19.7%	$525.00	$15,750.00	-12.5%	$540.00	$16,200.00	-10.0%
680.8226	PEDESTRIAN PUSHBUTTON AND SIGN - WITH POST	EACH	$1,200.00	13	$15,600.00	$2,133.00	$27,729.00	77.8%	$2,100.00	$27,300.00	75.0%	$1,860.00	$24,180.00	55.0%
680.84100210	NO TURN ON RED (NTOR) LED OVERHEAD SIGN 24" W x 30" H	EACH	$4,500.00	1	$4,500.00	$4,833.00	$4,833.00	7.4%	$5,500.00	$5,500.00	22.2%	$4,300.00	$4,300.00	-4.4%
680.950208	ELECTRIC SERVICE CABLE	LF	$6.75	4,175	$28,181.25	$6.00	$25,050.00	-11.1%	$7.00	$29,225.00	3.7%	$7.00	$29,225.00	3.7%
683.030300NA	HD CCTV TOP MOUNT IP CAMERA ASSEMBLY	EACH	$9,000.00	13	$117,000.00	$8,650.00	$112,450.00	-3.9%	$9,500.00	$123,500.00	5.6%	$9,000.00	$117,000.00	0.0%
683.030600NA	HD CCTV DOME IP CAMERA ASSEMBLY	EACH	$7,000.00	7	$49,000.00	$7,018.00	$49,126.00	0.3%	$7,000.00	$49,000.00	0.0%	$6,520.00	$45,640.00	-6.9%
683.060100NA	CCTV CAMERA CONTROL CABINET	EACH	$6,200.00	1	$6,200.00	$6,292.00	$6,292.00	1.5%	$7,835.00	$7,835.00	26.4%	$7,800.00	$7,800.00	25.8%
683.072012NA	FURNISH AND INSTALL 12 PORT RACK MOUNT FIBER PATCH PANEL	EACH	$625.00	9	$5,625.00	$825.00	$7,425.00	32.0%	$400.00	$3,600.00	-36.0%	$935.00	$8,415.00	49.6%
683.072048NA	FURNISH AND INSTALL 48 PORT RACK MOUNT FIBER PATCH PANEL	EACH	$1,500.00	7	$10,500.00	$1,649.00	$11,543.00	9.9%	$650.00	$4,550.00	-56.7%	$1,435.00	$10,045.00	-4.3%
683.090100NA	8 PORT HARDENED 10/100 ETHERNET SWITCH WITH ON DUAL PURPOSE 10/100/1000 OR SFP PORT	EACH	$2,000.00	39	$78,000.00	$2,892.00	$112,788.00	44.6%	$2,600.00	$101,400.00	30.0%	$2,778.00	$108,342.00	38.9%
683.090600NA	10/100 MBPS OPTICAL ETHERNET CONVERTER, SHELF MOUNT	EACH	$1,250.00	40	$50,000.00	$1,691.00	$67,640.00	35.3%	$1,500.00	$60,000.00	20.0%	$1,377.00	$55,080.00	10.2%
683.091000NA	24 PORT HARDENED ETHERNET SFP SWITCH	EACH	$32,000.00	6	$192,000.00	$32,085.00	$192,510.00	0.3%	$30,000.00	$180,000.00	-6.3%	$33,000.00	$198,000.00	3.1%
683.100100NA	COMMUNICATIONS HUB CABINET AND AUXILIARY EQUIPMENT	EACH	$14,500.00	4	$58,000.00	$17,989.00	$71,956.00	24.1%	$16,800.00	$67,200.00	15.9%	$17,000.00	$68,000.00	17.2%
683.115100NA	WI-FI TRAVEL TIME READER	EACH	$6,500.00	13	$84,500.00	$7,512.00	$97,656.00	15.6%	$6,700.00	$87,100.00	3.1%	$7,400.00	$96,200.00	13.8%
683.200100NA	ITS SUBSYSTEM INTEGRATION	LS	$70,000.00	1	$70,000.00	$40,610.00	$40,610.00	-42.0%	$20,000.00	$20,000.00	-71.4%	$44,000.00	$44,000.00	-37.1%

Item #	Item Description	ENGINEER'S ESTIMATE (EE)				***** LOW BIDDER ***** Hinck Electrical Contractor			Welsbach Electric of L.I.			Commander Electric, Inc.		
		Unit	Unit Cost	Quantity	Total	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff
683.921024NA	SINGLE MODE FIBER OPTIC TRUNK CABLE, 24 FIBERS	LF	$4.00	48,136	$192,544.00	$3.73	$179,547.28	-6.8%	$8.00	$385,088.00	100.0%	$11.80	$568,004.80	195.0%
683.921048NA	SINGLE MODE FIBER OPTIC TRUNK CABLE, 48 FIBERS	LF	$10.00	55,669	$556,690.00	$4.27	$237,706.63	-57.3%	$12.00	$668,028.00	20.0%	$11.95	$665,244.55	19.5%
683.921072NA	SINGLE MODE FIBER OPTIC TRUNK CABLE, 72 FIBERS	LF	$12.50	13,123	$164,037.50	$4.44	$58,266.12	-64.5%	$16.00	$209,968.00	28.0%	$12.20	$160,100.60	-2.4%
683.921500NA	FIBER OPTIC DROP CABLE	LF	$18.00	6,968	$125,424.00	$8.59	$59,855.12	-52.3%	$35.00	$243,880.00	94.4%	$14.20	$98,945.60	-21.1%
685.072001NA	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT STRIPES – 20 MILS (TRIPLE DROP)	LF	$1.25	25,130	$31,412.50	$1.30	$32,669.00	4.0%	$1.50	$37,695.00	20.0%	$1.25	$31,412.50	0.0%
685.072002NA	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT LETTERS – 20 MILS (TRIPLE DROP)	EACH	$200.00	25	$5,000.00	$225.00	$5,625.00	12.5%	$230.00	$5,750.00	15.0%	$235.00	$5,875.00	17.5%
685.072003NA	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT SYMBOLS – 20 MILS (TRIPLE DROP)	EACH	$200.00	68	$13,600.00	$285.00	$19,380.00	42.5%	$300.00	$20,400.00	50.0%	$295.00	$20,060.00	47.5%
685.072005NA	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT STRIPES (SPECIAL MARKINGS) – 20 MILS (TRIPLE DROP)	LF	$3.50	46,835	$163,922.50	$3.80	$177,973.00	8.6%	$4.00	$187,340.00	14.3%	$4.00	$187,340.00	14.3%
685.072006NA	HIGHLY REFLECTORIZED YELLOW EPOXY PAVEMENT STRIPES – 20 MILS (TRIPLE DROP)	LF	$1.00	17,187	$17,187.00	$1.20	$20,624.40	20.0%	$1.50	$25,780.50	50.0%	$1.25	$21,483.75	25.0%
685.072007NA	HIGHLY REFLECTORIZED YELLOW EPOXY PAVEMENT STRIPES (CROSS HATCHING) – 20 MILS (TRIPLE DROP)	EACH	$4.00	330	$1,320.00	$3.80	$1,254.00	-5.0%	$4.00	$1,320.00	0.0%	$4.00	$1,320.00	0.0%

Item #	Item Description	ENGINEER'S ESTIMATE (EE)				***** LOW BIDDER ***** Hinck Electrical Contractor			Welsbach Electric of L.I.			Commander Electric, Inc.		
		Unit	Unit Cost	Quantity	Total	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff
685.072008NA	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT YIELD LINE SYMBOLS – SMALL – 20 MILS (TRIPLE DROP)	EACH	$200.00	5	$1,000.00	$83.00	$415.00	-58.5%	$100.00	$500.00	-50.0%	$85.00	$425.00	-57.5%
691.04000020	TRAINING REQUIREMENTS	DC	$1.00	252,000	$252,000.00	$1.00	$252,000.00	0.0%	$1.00	$252,000.00	0.0%	$1.00	$252,000.00	0.0%
697.03	FIELD CHANGE PAYMENT	DC	$1.00	935,000	$935,000.00	$1.00	$935,000.00	0.0%	$1.00	$935,000.00	0.0%	$1.00	$935,000.00	0.0%
698.04	ASPHALT PRICE ADJUSTMENT	DC	$1.00	100	$100.00	$1.00	$100.00	0.0%	$1.00	$100.00	0.0%	$1.00	$100.00	0.0%
698.05	FUEL PRICE ADJUSTMENT	DC	$1.00	100	$100.00	$1.00	$100.00	0.0%	$1.00	$100.00	0.0%	$1.00	$100.00	0.0%
698.06	STEEL/IRON PRICE ADJUSTMENT	DC	$1.00	100	$100.00	$1.00	$100.00	0.0%	$1.00	$100.00	0.0%	$1.00	$100.00	0.0%
699.040001	MOBILIZATION	LS	$322,000.00	1	$322,000.00	$650,000.00	$650,000.00	101.9%	$150,000.00	$150,000.00	-53.4%	$520,000.00	$520,000.00	61.5%
-	TIME & MATERIAL	LS	$1.00	100,000	$100,000.00	$1.00	$100,000.00	0.0%	$1.00	$100,000.00	0.0%	$1.00	$100,000.00	0.0%
		Totals:			$18,325,488.50		$17,112,868.35	-6.6%		$17,220,000.00	-6.0%		$18,650,349.80	1.8%

Bid price was different than amount calculated. All unit bid prices in this analysis match the written bid that was submitted. Arithmetic error on bidder's behalf incorrectly stated their Total Bid as $17,112,083.11. Actual bid is $785.24 higher.

I hereby certify that this contract was bid in accordance with standard bidding procedures and requirements, and this tabulation includes all bids received at the public bid opening held at the Meeting Room of the Nassau County Legislature on September 30, 2025 for a contract in Nassau County know as Traffic Signal Expansion Phase 10.

Sponsor Signature: _____ Date: 12/29/25

Request to Initiate - R26-0136 (P26-0057 - Nassau County Traffic Signal Expansion Phase 10 - PIN 0761.25)

RTI Status	**Active**		
Request Type	**RFBC**		
Service Requested	**Nassau County Traffic Signal Expansion Phase 10 Construction - PIN 0761.25**		
Justification	**This project will Reconstruct County owned traffic signal and communication infrastructure at 39 intersections along Hempstead Avenue, Franklin Avenue, New Hyde Park Road, Mineola Avenue, and Glen Cove Avenue. All signalized intersections will be reconstructed with new traffic signal control equipment that, along with the installation of primarily overhead fiber optic communications equipment and 21 traffic cameras. This project will allow these corridors to connect to the County's Traffic Management Center. Pedestrian facilities at the 39 signalized intersections will also be brought up to current standards. This work is eligible for up to 80% Federal Funding.**		
Requested By	**Public Works**	Project Manager	**Harold Lutz**
Project Cost for this Phase / Contract	**Construction**		
PIR Phase Amount Listed	**18,325,488.50**	Phase Cost	**18,325,488.50**
Total Project Cost	**$20,360,488.50**		
Start Work	**09/01/2026**	Duration	**18 months**
Renewal Options	**At the departments discretion by way of signed letter from the Commissioner.**		
Procurement Method	**Formal Sealed Bid**		
Procurement Method Reason	**To obtain a contractor that is capable of completed this project.**		
Priority Justification	**Federal Grant**		

Funding Source

Funding Type	Capital Project	Capital Detail	Funding Code	County	Federal (Direct)	Federal (Pass Thru State)	State	Other	Created On	Created By
Capital	62462 - Traffic Signal Expansion Phase X	125	PWCAPCAP	18,325,488.50		0			05/06/2026	James Woytysiak

State Environmental Quality Review Act

Type II Action

Supplemental Environmental Documentation

Outsourcing Questionnaire

Question	Answer
Does the County own the proper equipment to do the work?	
If the County does not own the proper equipment can it rent/lease the equipment?	
If the County does not own the proper equipment what is the time frame to buy the equipment?	
If the County does not own the proper equipment what is the cost of the equipment?	
If the Department, chooses to buy the equipment is the cost budgeted?	
If Yes and choosing to outsource, please explain why?	
What is the duration of the project if done inhouse? • Employee / Man Hours • Number of DaysShow calculations.	
What is the duration of the project if out sourced?	
What is the priority of the project? (Emergency, High, Medium, Low)	
Is the project subject to seasonality?	
What is the project cost of the project in done in-house? • Labor • MaterialsShow calculation if possible.	
What is the project cost of the project if outsourced?	
Does this require a specific skill set not currently within the County work force?	
Does the Title exist to perform the function?	
Does the skill set require specific training?	
Does the Skill set require certification certificates?	
Are continuing education credits required to maintain certification?	
Is this a task that must be performed often?	
If the task is not performed often would the employee remain proficient in the duties required?	
Is this project installing an operation system requiring a licensed installer from the manufacture?	
Are there any warranties that would be voided if not installed by a licensed person or company?	
Do County employees always perform this function?	
If County employees do not normally perform the function, please specify why?	
If County employees normally perform the function why is DPW choosing to outsource?	
Is there associated risk liability that would necessitate outsourcing?	
Is the project paid via outside funding?	
Does the outside funding require outsourcing for it to be reimbursed?	

Approvals

Request Submitted	**Christopher Liberti**	**05/06/2026 03:18 pm**
Funding Added	**See Funding Source Tab**	
Capital Funding Approved	**James Woytysiak**	**05/06/2026 04:37 pm**
AIM Entered	**Deanna Funk**	**05/07/2026 07:15 am**
Time Sheet Code	**26-0136**	
Commissioner Approved	**Joseph Pecora**	**05/07/2026 01:54 pm**
DCE / Ops Approved	**Arthur Walsh**	**05/08/2026 06:58 pm**

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Christopher Liberti, Traffic Engineer III

FROM: Office of the Commissioner

DATE: August 20, 2024

SUBJECT: CSEA Sub-Contracting Approval
C24-0149 Contract Number: T62462-01G
Traffic Signal Expansion Phase 10

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C24-0149.**

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

Roseann Dalleva

Roseann D'Alleva
Deputy Commissioner

RD:jd
c: Joseph G. Pecora, Deputy Commissioner
Sean McBride, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS

C24-0149

Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: August 15, 2024

SUBJECT: CSEA Notification of a Proposed DPW Contract Agreement
Proposed Contract Number T62462-01G
Traffic Signal Expansion Phase 10

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

1. DPW plans to recommend a contract/agreement for Construction for DPW's Traffic Engineering Unit.

2. The work involves the following:

   This project will reconstruct thirty-nine (39) traffic signals along Hempstead Avenue, Franklin Avenue, New Hyde Park Road, Mineola Boulevard, and Glen Cove Avenue to include new traffic signal infrastructure and upgraded pedestrian facilities. In addition, twenty-one (21) traffic cameras for incident management will be installed. All signals and traffic cameras will be interconnected and through a fiber optic communication system allowing for integration to the Nassau County Traffic Management Center.

3. An estimate of the cost is: $10,708,000.00

4. An estimate of the duration is: Twelve (12) Months.

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

Roseann Dalleva

Rosann D'Alleva
Deputy Commissioner

RD:JGP:HTL:jd
c: Melissa Gallucci, Commissioner, Shared Services
Ross Bratin, Deputy Director, Office of Labor Relations
Joseph G. Pecora, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Yansick, Unit Head, Financial Services Unit
Tracy Ritchie, Unit Head, Human Resources Unit
Harold T. Lutz, Director of Traffic Engineering
Daniel Winkelman, Assistant Director of Traffic Engineering
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Christopher Liberti, Traffic Engineer III
Elizabeth Cotton, Special Assistant, Office of Labor Relations

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
203.02	10 CY	UNCLASSIFIED EXCAVATION AND DISPOSAL FOR: One Hundred Thirty Four and zero (Dollars / Cents)	$ 134	00	$ 1,340	00
203.06	20 CY	SELECT FILL FOR: One Hundred Sixty One and zero (Dollars / Cents)	$ 161	00	$ 3,220	00
206.03010010	14,455 LF	CONDUIT EXCAVATION AND BACKFILL - (RESTORING TOP SURFACES NOT INCLUDED) FOR: Eleven and zero (Dollars / Cents)	$ 11.	00	$ 159,005	00
206.03100010	550 LF	TRAFFIC SIGNAL CONDUIT EXCAVATION AND BACKFILL FOR: TWO Hundred Fourteen and zero (Dollars / Cents)	$ 214.	00	$ 117,700	00
206.05	16 EACH	TEST PIT EXCAVATION FOR: One thousand fifty and zero (Dollars / Cents)	$ 1,050.	00	$ 16,800	00
404.0981	705 TON	9.5 F1 TOP COURSE ASPHALT, 80 SERIES COMPACTION FOR: Three Hundred Forty Eight and zero (Dollars / Cents)	$ 348.	00	$ 245,340	00
404.2589	4,396 TON	25 F9 BINDER COURSE ASPHALT, 80 SERIES COMPACTION FOR: Four Hundred one and zero (Dollars / Cents)	$ 401.	00	$ 1,762,996	00
407.0102	3,453 GAL	DILUTED TACK COAT FOR: Five and Thirty Five Cents (Dollars / Cents)	$ 5.	35	$ 18,473	55

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
418.7603	16,161 LF	ASPHALT PAVEMENT JOINT ADHESIVE FOR: Three (Dollars) and Twenty Five (Cents)	$ 3	25	$ 52,523	25
520.09000010	15,000 LF	SAW CUTTING ASPHALT CONCRETE FOR: Five (Dollars) and Thirty Five (Cents)	$ 5	35	$ 80,250	00
560.70000008	15 SF	BRICK FACING FOR: One Hundred Seven (Dollars) and zero (Cents)	$107	00	1,605	00
608.0101	5 CY	CONCRETE SIDEWALKS AND DRIVEWAYS FOR: One Thousand Two Hundred Eighty Five (Dollars) and zero (Cents)	$1,285	00	$6,425	00
608.01050010	278 CY	CONCRETE SIDEWALKS - UNREINFORCED (GRADING INCLUDED) FOR: One Thousand one Hunared Seventy two (Dollars) and zero (Cents)	$ 1,172	00	$ 325,816	00
608.01050109	12 EACH	CURB RAMP CONFIGURATION TYPE 1 FOR: Six Thousand Six Hundred Eight Eight (Dollars) and zero (Cents)	$ 6,688	00	$ 80,256	00
608.01050209	15 EACH	CURB RAMP CONFIGURATION TYPE 2 FOR: Six Thousand Six Hundred Eighty Eight (Dollars) and zero (Cents)	$6,6888	00	$ 100,320	00
608.01050309	11 EACH	CURB RAMP CONFIGURATION TYPE 3 FOR: Nine Thousand one Hunared and zero (Dollars) (Cents)	$9,100	00	$ 100,100	00

Revised By: Raul Stu
Date: 6/30/2026

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
418.7603	16,161 LF	ASPHALT PAVEMENT JOINT ADHESIVE FOR: Three and Twenty Five Dollars Cents	$ 3.	25	$ 52,523	25
520.09000010	15,000 LF	SAW CUTTING ASPHALT CONCRETE FOR: Five and Thirty Five Dollars Cents	$ 5.	35	$ 80,250	00
560.70000008	15 SF	BRICK FACING FOR: One Hundred Seven and zero Dollars Cents	$107.	00	~~$1,605~~ $1605.	~~00~~ 00
608.0101	5 CY	CONCRETE SIDEWALKS AND DRIVEWAYS FOR: One Thousand Two Hundred Eighty Five and zero Dollars Cents	$1,285	00	$6,425	00
608.01050010	278 CY	CONCRETE SIDEWALKS - UNREINFORCED (GRADING INCLUDED) FOR: One Thousand one Hundred Seventy two and zero Dollars Cents	$ 1,172	00	$ 325,816	00
608.01050109	12 EACH	CURB RAMP CONFIGURATION TYPE 1 FOR: Six Thousand Six Hundred Eighty Eight and zero Dollars Cents	$ 6,688.	00	$ 80,256	00
608.01050209	15 EACH	CURB RAMP CONFIGURATION TYPE 2 FOR: Six Thousand Six Hundred Eighty Eight and zero Dollars Cents	$6,688	00	$ 100,320	00
608.01050309	11 EACH	CURB RAMP CONFIGURATION TYPE 3 FOR: Nine Thousand one Hundred and zero Dollars Cents	$9,100	00	$ 100,100	00

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CENTS	TOTAL AMOUNT DOLLARS	TOTAL AMOUNT CENTS
608.01050409	26 EACH	CURB RAMP CONFIGURATION TYPE 4 FOR: Nine Thousand One Hundred and zero Dollars Cents	$ 9,100	00	$ 236,600	00
608.01050509	15 EACH	CURB RAMP CONFIGURATION TYPE 5 FOR: Nine Thousand four Hundred Sixteen and zero Dollars Cents	$9416	00	$ 141,240	00
608.01050609	1 EACH	CURB RAMP CONFIGURATION TYPE 6 FOR: Eleven Thousand, Two Hundred Thirty five and zero Dollars Cents	$ 11,235	00	$ 11,235	00
608.01050709	6 EACH	CURB RAMP CONFIGURATION TYPE 7 FOR: Nine Thousand four Hundred Sixteen and zero Dollars Cents	$ 9,416	00	$ 56,496	00
608.01050809	29 EACH	CURB RAMP CONFIGURATION TYPE 8 FOR: Six Thousand Six Hundred Eighty Eight and zero Dollars Cents	$ 6,688	00	$ 193,952	00
608.01050909	24 EACH	CURB RAMP CONFIGURATION TYPE 9 FOR: Six Thousand Six Hundred Eighty Eight and zero Dollars Cents	$ 6,688	00	$ 160,512	00
608.01051009	2 EACH	CURB RAMP CONFIGURATION TYPE 10 FOR: Eight Thousand Twenty Five and zero Dollars Cents	$ 8,025	00	$ 16,050	00
608.01051109	10 EACH	CURB RAMP CONFIGURATION TYPE 11 FOR: Six Thousand four Hundred Twenty Five and zero Dollars Cents	$ 6,425	00	$ 64,250	00

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
608.01051409	2 EACH	CURB RAMP CONFIGURATION TYPE 14 FOR: Eight Thousand Twenty Five and zero Dollars Cents	$8,025	00	$16,050	00
608.02010015	1,080 CY	UNCLASSIFIED EXCAVATION AND DISPOSAL FOR SIDEWALKS, CURB RAMPS AND CURBS FOR: Fifty Three and Fifty Dollars Cents	$53.	50	$57,780	00
608.02020015	786 CY	OPTIONAL TYPE SUBBASE COURSE FOR SIDEWALKS, CURB RAMPS AND CURBS FOR: Twenty Six and eighty Dollars Cents	$26.	80	$21,064	80
609.04010510	133 LF	CAST-IN-PLACE CONCRETE CURB (GRADING INCLUDED) TYPE VF6 FOR: Sixty Nine and Eighty Dollars Cents	$69.	80	$9283	40
610.1403	137 CY	TOPSOIL - LAWNS FOR: One Hundred Seven and zero Dollars Cents	$107.	00	$14,659	00
610.1602	557 SY	TURF ESTABLISHMENT - LAWNS FOR: Thirty Seven and Fifty Dollars Cents	$37.	50	$20,897	50
610.19	20 MGAL	WATERING VEGETATION FOR: Sixty and zero Dollars Cents	$60.	00	$1,200	00
618.7810012	35 EACH	SECURITY BOLLARD FIXED, CAST IN PLACE, SHALLOW FOR: Three Thousand Six Hundred Three and zero Dollars Cents	$3,603	00	$126,105	00

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
619.01	1 LS	BASIC WORK ZONE TRAFFIC CONTROL FOR: Four hunded Eighteen Thousand Five hunded Dollars Seventy Dollars Cents Zero cts	418,570.	00	418,570.	00
619.1611	936 INT/MO	MAINTAIN TRAFFIC SIGNAL EQUIPMENT, REQUIREMENT "A" FOR: Two hunded Seventy Four Dollars Dollars Zero Cents	274.	00	256,464.	00
625.01	1 LS	SURVEY OPERATIONS FOR: Twelve Thousand and Zero Dollars Cents	12,000.	00	12,000.	00
635.0103	72,966 LF	CLEANING AND PREPARATION OF PAVEMENT SURFACES - LINES FOR: Five Dollars and Eighty Five Dollars Cents	5.	85	426,851	10
635.0203	19 EACH	CLEANING AND PREPARATION OF PAVEMENT SURFACES - LETTERS FOR: One hunded Sixty One Dollars Zero Cents	161.	00	3059.	00
635.0303	75 EACH	CLEANING AND PREPARATION OF PAVEMENT SURFACES - SYMBOLS FOR: One hunded Sixty One Dollars Zero Cents	161.	00	12,075	00
645.5101	139 SF	GROUND-MOUNTED SIGN PANELS WITHOUT Z-BARS FOR: One hunded Eighty One Dollars Zero Cents	181.	00	25,159	00
645.81	62 EACH	TYPE A SIGN POSTS FOR: Three hunded Ninety Six Dollars Zero Cents	396.	00	24,552	00

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CENTS	TOTAL AMOUNT DOLLARS	TOTAL AMOUNT CENTS
645.85	7 EACH	POLE MOUNTED SIGN SUPPORT SYSTEM (BAND MOUNTED) FOR: One Thousand four Hunared Thirty seven Dollars and zero Cents	$ 1,437	00	$ 10,059	00
647.31	41 EACH	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET) FOR: Two Thousand five Hunared fifty one and Dollars zero Cents	$ 2,551	00	$ 104,591	00
647.51	15 EACH	REMOVE AND DISPOSE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET) FOR: Two Thousand Ninety five and zero Dollars Cents	$ 2,095	00	$ 31,425	00
647.61	14 EACH	REMOVE & DISPOSE SIGNS, GROUND MOUNTED TYPE A SIGN SUPPORTS & FOUNDATIONS (UNDER 30 SQ FT) FOR: Six Hundred Twelve and zero Dollars Cents	$ 612	00	$ 8,568	00
647.64	15 EACH	REMOVE AND DISPOSE HIGH CAPACITY TYPE A GROUND MOUNTED SIGN SUPPORT AND FOUNDATION FOR: Three thousand Two hunared forty five Dollars and zero Cents	$ 3,245	00	$ 48,675	00
662.60030008	8 EACH	ALTERING ELEVATION OF GAS VALVE BOXES FOR: One Thousand Six Hunared five and zero Dollars Cents	$ 1,605	00	$ 12,840	00
662.62000010	3 EACH	RESETTING CASTINGS ON EXISTING UTILITY MANHOLES FOR: one Thousand Six Hundred five and zero Dollars Cents	$ 1,605	00	$ 4,815	00
663.33	6 EACH	ADJUST EXISTING VALVE BOX ELEVATION FOR: One Thousand Six Hundred five and zero Dollars Cents	$ 1,605	00	$ 9,630	00

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
670.1206	5 EACH	6 FT ALUMINUM SINGLE MEMBER BRACKET ARM FOR: Nine Hundred Fifteen and zero Dollars Cents	$915	00	$ 4,575	00
670.1208	1 EACH	8 FT ALUMINUM SINGLE MEMBER BRACKET ARM FOR: Nine Hundred Thirty TWO and zero Dollars Cents	$932	00	$932	00
670.1210	2 EACH	10 FT ALUMINUM SINGLE MEMBER BRACKET ARM FOR: One Thousand Four Hundred Fifteen and zero Dollars Cents	$1,415	00	$2,830	00
680.050200NA	5 EACH	FURNISH AND INSTALL VIDEO VEHICLE DETECTION EQUIPMENT FOR: Twelve Thousand Six Hundred Forty Three and zero Dollars Cents	$ 12,643	00	$ 63,215	00
680.110008NA	72 EACH	FURNISH AND INSTALL 8 FOOT SIGNAL POST FOR: TWO Thousand Four Hundred Forty Four and zero Dollars Cents	$ 2,444	00	$ 175,968	00
680.110010NA	27 EACH	FURNISH AND INSTALL 10 FOOT SIGNAL POST FOR: TWO Thousand Five Hundred Fifty Three and zero Dollars Cents	$ 2,553	00	$ 68,931	00
680.130001NA	6 EACH	FURNISH AND INSTALL ELECTRICAL DISCONNECT / GENERATOR TRANSFER SWITCH FOR: TWO Thousand One Hundred ten and zero Dollars Cents	$2,110	00	$ 12,660	00
680.321001NA	32 EACH	FURNISH & INSTALL MODEL 2070 LX LITE CONTROLLER UNIT FOR: Five Thousand Six Hundred ten and zero Dollars Cents	$ 5,610	00	$ 179,520	00

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.332002NA	5 EACH	FURNISH & INSTALL MODEL 332 CABINET WITH AUXILIARY OUTPUT FILE AND EQUIPMENT FOR: Twenty Thousand Eight Hundred Sixty Four Dollars and zero Cents	$ 20,864	00	$ 104,320	00
680.336002NA	27 EACH	FURNISH & INSTALL MODEL 336SX CABINET AND AUXILIARY EQUIPMENT FOR: Nineteen Thousand one Hundred Eleven Dollars and zero Cents	$ 19,111	00	$ 515,997	00
680.5001	305 CY	POLE EXCAVATION AND CONCRETE FOUNDATION FOR: Two Thousand Two Hundred Twelve Dollars and zero Cents	$ 2,212	00	$ 674,660	00
680.5002	7 EACH	CONCRETE BASE FOR CONTROLLER CABINET FOR: Five Thousand one Hundreed Sixty Eight Dollars and zero Cents	$ 5,168	00	$ 36,176	00
680.51000010	32 EACH	ALTER ELEVATION OF PULLBOXES FOR: Five Hundred Eighty Nine and zero Dollars Cents	$ 589	00	$ 18,848	00
680.51050010	126 EACH	PULLBOX, RECTANGULAR REINFORCED CONCRETE (26" X 18") FOR: Two Thousand Six Hundred Dollars Zero Cents	$ 2,610	00	$ 328,860	00
680.51100010	62 EACH	CLEAN EXISTING PULLBOX FOR: Four Hundred Twenty Three and zero Dollars Cents	$ 423	00	$ 26,226	00
680.51400010	9 EACH	CONCRETE FIBER OPTIC PULLBOX FOR: Six Thousand Forty Three and zero Dollars Cents	$ 6,043	00	$ 54,387	00

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.520102	369 LF	CONDUIT, METAL STEEL, ZINC COATED, 3/4" FOR: Twenty Dollars Zero Cents (Dollars / Cents)	20.	00	7,380.	00
680.520104	1,827 LF	CONDUIT, METAL STEEL, ZINC COATED, 1 1/4" FOR: Twenty Seven Dollars Ten (Dollars / Cents)	27.	10	49,511.	70
680.520106	904 LF	CONDUIT, METAL STEEL, ZINC COATED, 2" FOR: Thirty Two Dollars AND Forty (Dollars / Cents)	32.	40	29,289.	60
680.520108	11,432 LF	CONDUIT, METAL STEEL, ZINC COATED, 3" FOR: Forty Nine Dollars AND Forty (Dollars / Cents)	49.	40	564,740.	80
680.53010010	350 LF	CLEAN EXISTING CONDUIT FOR: Three Dollars AND Eighty (Dollars / Cents)	3.	80	1330.	00
680.54	8,655 LF	INDUCTANCE LOOP INSTALLATION FOR: Twenty Nine Dollars Zero (Dollars / Cents)	29.	00	250,995	00
680.7001	1 EACH	SINGLE SPAN WIRE ASSEMBLY FOR: Three thousand One hundred Seventy two (Dollars) Zero (Cents)	3,172.	00	3172.	00
680.7004	55,229 LF	MESSENGER ASSEMBLY FOR: Five Dollars AND Forty (Dollars / Cents)	5.	40	298,236.	60

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.700606	66 EACH	RISER ASSEMBLY, 2" DIAMETER FOR: One thousand Four hundred Fifty Eight Dollars Zero Cents	1,458.	00	96,228	00
680.72	23,642 LF	INDUCTANCE LOOP WIRE FOR: One Dollar thirty Five Cents Dollars Cents	1.	35	31,916	70
680.730214	44,279 LF	SIGNAL CABLE 2 CONDUCTORS, 14 AWG FOR: Two Dollars Eighty Seven Cents Dollars Cents	2.	87	127,080	73
680.730314	32,291 LF	SIGNAL CABLE 3 CONDUCTORS, 14 AWG FOR: Three Dollars nine Cents Dollars Cents	3.	09	99,779	19
680.730514	1,067 LF	SIGNAL CABLE 5 CONDUCTORS, 14 AWG FOR: Three Dollars Seventy Four Dollars Cents	3.	74	3990	58
680.730714	15,510 LF	SIGNAL CABLE 7 CONDUCTORS, 14 AWG FOR: Four Dollars and two cents Dollars Cents	4.	02	62350	20
680.731014	8,336 LF	SIGNAL CABLE 10 CONDUCTORS, 14 AWG FOR: Four Dollars and Seventy two Dollars Cents	4.	72	39,345	92
680.731514	9,426 LF	SIGNAL CABLE 15 CONDUCTORS, 14 AWG FOR: Five Dollars AND Seventy Three Dollars Cents	5.	73	54,010	98

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.732014	426 LF	SIGNAL CABLE 20 CONDUCTORS, 14 AWG FOR: Six Dollars Twenty Cents (Dollars / Cents)	6	.20	2641	.20
680.76610010	31 EACH	POWER SERVICE CONNECTION (NASSAU COUNTY) FOR: Seven Hundred Fifty Dollars Zero Cents (Dollars / Cents)	750	.00	23,250	.00
680.77000010	1 LS	MODIFY TRAFFIC SIGNAL EQUIPMENT FOR: Two Hundred Eighty Three Thousand Thirty Three Dollars (Dollars) Zero Cents (Cents)	283,033	.00	283,033	.00
680.79000010	1 LS	REMOVE TRAFFIC SIGNAL EQUIPMENT FOR: Six Hundred Sixty Five Thousand Nine Hundred Seventy Dollars (Dollars) Zero Cents (Cents)	665,970	.00	665,970	.00
680.810101	323 EACH	TRAFFIC SIGNAL MODULE - 12 INCH, RED BALL, LED FOR: Ninety Four Dollars Zero Cents (Dollars / Cents)	94	.00	30,362	.00
680.810102	11 EACH	TRAFFIC SIGNAL MODULE - 12 INCH, RED ARROW, LED FOR: Ninety Three Dollars Zero Cents (Dollars / Cents)	93	.00	1,023	.00
680.810103	326 EACH	TRAFFIC SIGNAL MODULE - 12 INCH, YELLOW BALL, LED FOR: Ninety Four Dollars Zero Cents (Dollars / Cents)	94	.00	30,644	.00
680.810104	35 EACH	TRAFFIC SIGNAL MODULE - 12 INCH, YELLOW ARROW, LED FOR: Ninety Seven Dollars Zero Cents (Dollars / Cents)	97	.00	3,395	.00

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.810105	321 EACH	TRAFFIC SIGNAL MODULE - 12 INCH, GREEN BALL, LED FOR: Ninety Four Dollars Zero Cents (Dollars / Cents)	94.	.00	30,174	.00
680.810106	40 EACH	TRAFFIC SIGNAL MODULE - 12 INCH, GREEN ARROW, LED FOR: Ninety Seven Dollars Zero Cents (Dollars / Cents)	97	.00	3,880	.00
680.810107	1,061 EACH	TRAFFIC SIGNAL SECTION - TYPE I, 12 INCH FOR: Four Hundred Twenty Five Dollars Zero Cents (Dollars / Cents)	425.	.00	450,925	.00
680.8111	132 EACH	TRAFFIC SIGNAL BRACKET ASSEMBLY - 1 WAY FOR: Five Hundred Sixteen Dollars Zero Cents (Dollars / Cents)	516	.00	68,112	.00
680.8112	46 EACH	TRAFFIC SIGNAL BRACKET ASSEMBLY - 2 WAY FOR: Eight Hundred Thirty Three Dollars Zero Cents (Dollars / Cents)	833	.00	38,318	.00
680.8113	27 EACH	TRAFFIC SIGNAL BRACKET ASSEMBLY - 3 WAY FOR: One Thousand Nineteen Dollars Zero Cents (Dollars / Cents)	1,019	.00	27,513	.00
680.8114	11 EACH	TRAFFIC SIGNAL BRACKET ASSEMBLY - 4 WAY FOR: One Thousand Two Hundred Twenty Dollars Zero Cents (Dollars / Cents)	1,220	.00	13,420	.00
680.813108NA	192 EACH	LED PEDESTRIAN SIGNAL WITH COUNTDOWN TIMER ASSEMBLY 16" X 18" FOR: One Thousand One Hundred Forty Two Dollars Zero Cents (Dollars / Cents)	1,142	.00	219,264	.00

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.81422010	11 EACH	AUXILIARY POLE AND FOUNDATION FOR: Seven Thousand Seven Hundred Sixty one Dollars Zero Cents (Dollars / Cents)	7,761.	.00	85,371	.00
680.8151	106 EACH	ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITHOUT POST FOR: Nine Hundred Seventy one Dollars Zero Cents (Dollars / Cents)	971.	.00	102,926	.00
680.8152	43 EACH	ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITH POST FOR: Two Thousand Eight Hundred Fifty Six Dollars Zero Cents (Dollars / Cents)	2,856	.00	122,808	.00
680.8199	4 EACH	BACKPLATES FOR TRAFFIC SIGNAL HEADS FOR: Four Hundred fourty five Dollars Zero Cents (Dollars / Cents)	445	.00	1,780	.00
680.8204	40 EACH	OVERHEAD SIGN ASSEMBLY, TYPE D FOR: One Thousand Ninety Eight Dollars Zero Cents (Dollars / Cents)	1,098	.00	43,920	.00
680.82162510	6 EACH	16 FT MAST ARM POLE WITH A 25 FT MAST ARM (NASSAU COUNTY) FOR: Nineteen Thousand Three Hundred Thirty Seven Dollars Zero Cents (Dollars / Cents)	19,337	.00	116,022	.00
680.82163010	17 EACH	16 FT MAST ARM POLE WITH A 30 FT MAST ARM (NASSAU COUNTY) FOR: Nineteen Thousand Four Hundred Thirty Six Dollars Zero Cents (Dollars / Cents)	19,436	.00	330,412	.00
680.82163510	13 EACH	16 FT MAST ARM POLE WITH A 35 FT MAST ARM (NASSAU COUNTY) FOR: Nineteen Thousand Six Hundred Ninety Dollars Zero Cents (Dollars / Cents)	19,690	.00	255,970	.00

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.82164010	22 EACH	16 FT MAST ARM POLE WITH A 40 FT MAST ARM (NASSAU COUNTY) FOR: Twenty Four Thousand Three hundred twenty three Dollars Zero Cents	24,323	00	535,106	00
680.82164510	9 EACH	16 FT MAST ARM POLE WITH A 45 FT MAST ARM (NASSAU COUNTY) FOR: Twenty Five Thousand Seven Dollars Dollars Zero Cents	25,007	00	225,063	00
680.82165010	8 EACH	16 FT MAST ARM POLE WITH A 50 FT MAST ARM (NASSAU COUNTY) FOR: Twenty Six Thousand Five hundred ninety Four Dollars Zero Cents	26594	00	212,752	00
680.8225	30 EACH	PEDESTRIAN PUSHBUTTON AND SIGN - WITHOUT POST FOR: Four hundred Eighty Two Dollars Zero Cents	482	00	14,460	00
680.8226	13 EACH	PEDESTRIAN PUSHBUTTON AND SIGN - WITH POST FOR: Two Thousand one hundred Thirty Three Dollars Zero Cents	2,133	00	27,729	00
680.84100210	1 EACH	NO TURN ON RED (NTOR) LED OVERHEAD SIGN 24" W x 30" H FOR: Four Thousand Eight hundred thirty Three Dollars Zero Cents	4,833	00	4833	00
680.950208	4,175 LF	ELECTRIC SERVICE CABLE FOR: Six Dollars zero Cents Dollars Cents	6.	00	25,050	00
683.030300NA	13 EACH	HD CCTV TOP MOUNT IP CAMERA ASSEMBLY FOR: Eight Thousand Six hundred Fifty Dollars Zero Cents	8650	00	112,450	00

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
683.030600NA	7 EACH	HD CCTV DOME IP CAMERA ASSEMBLY FOR: Seven thousand Eighteen Dollars Zero Cents	7018	00	49126	00
683.060100NA	1 EACH	CCTV CAMERA CONTROL CABINET FOR: Six thousand two hundred ninety two Dollars Zero Cents	6292.	00	6292	00
683.072012NA	9 EACH	FURNISH AND INSTALL 12 PORT RACK MOUNT FIBER PATCH PANEL FOR: Eight hundred twenty Five Dollars Zero Cents	825	00	7425	00
683.072048NA	7 EACH	FURNISH AND INSTALL 48 PORT RACK MOUNT FIBER PATCH PANEL FOR: One thousand Six hundred Forty Nine Dollars Zero Cents	1649	00	11543	00
683.090100NA	39 EACH	8 PORT HARDENED 10/100 ETHERNET SWITCH WITH ON DUAL PURPOSE 10/100/1000 OR SFP PORT FOR: Two thousand Eight hundred ninety two Dollars Zero Cents	2892	00	112788	00
683.090600NA	40 EACH	10/100 MBPS OPTICAL ETHERNET CONVERTER, SHELF MOUNT FOR: One thousand Six hundred ninety one Dollars Zero Cents	1691	00	67640	00
683.091000NA	6 EACH	24 PORT HARDENED ETHERNET SFP SWITCH FOR: Thirty Two thousand Eighty Five Dollars Zero Cents	32,085	00	192510	00
683.100100NA	4 EACH	COMMUNICATIONS HUB CABINET AND AUXILIARY EQUIPMENT FOR: Seventeen thousand nine hunded Eighty nine Dollars Zero Cents	17,989	00	71,956	00

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
683.115100NA	13 EACH	WI-FI TRAVEL TIME READER FOR: Seven Thousand Five hundred twelve Dollars Zero Cents	7,512.	00	97,656	00
683.200100NA	1 LS	ITS SUBSYSTEM INTEGRATION FOR: Forty Thousand Six hundred ten Dollars Zero Cents	40610	00	40610	00
683.921024NA	48,136 LF	SINGLE MODE FIBER OPTIC TRUNK CABLE, 24 FIBERS FOR: Three Dollars and Seventy Three Dollars Cents	3.	73	179,547	28
683.921048NA	55,669 LF	SINGLE MODE FIBER OPTIC TRUNK CABLE, 48 FIBERS FOR: Four Dollars twenty Seven cents Dollars Cents	4.	27	237,706	63
683.921072NA	13,123 LF	SINGLE MODE FIBER OPTIC TRUNK CABLE, 72 FIBERS FOR: Four Dollars AND Forty Four cents Dollars Cents	4.	44	58,266.	12
683.921500NA	6,968 LF	FIBER OPTIC DROP CABLE FOR: Eight Dollars Fifty nine Dollars Cents	8.	59	59855	12
685.072001NA	25,130 LF	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT STRIPES – 20 MILS (TRIPLE DROP) FOR: One Dollar AND thirty cents Dollars Cents	1.	30	32669	00
685.072002NA	25 EACH	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT LETTERS – 20 MILS (TRIPLE DROP) FOR: Two hundred twenty Five Dollars Zero Cents	225.	00	5625.	00

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
685.072003NA	68 EACH	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT SYMBOLS – 20 MILS (TRIPLE DROP) FOR: Two Hundred Eighty Five Dollars Zero Cents (Dollars / Cents)	285	.00	19,380	.00
685.072005NA	46,835 LF	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT STRIPES (SPECIAL MARKINGS) – 20 MILS (TRIPLE DROP) FOR: Three Dollars Eighty Cents (Dollars / Cents)	3	.80	177,973	.00
685.072006NA	17,187 LF	HIGHLY REFLECTORIZED YELLOW EPOXY PAVEMENT STRIPES – 20 MILS (TRIPLE DROP) FOR: One Dollar Twenty Cents (Dollars / Cents)	1	.20	20,624	.40
685.072007NA	330 EACH	HIGHLY REFLECTORIZED YELLOW EPOXY PAVEMENT STRIPES (CROSS HATCHING) – 20 MILS (TRIPLE DROP) FOR: Three Dollars Eighty Cents (Dollars / Cents)	3	.80	1,254	.00
685.072008NA	5 EACH	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT YIELD LINE SYMBOLS – SMALL – 20 MILS (TRIPLE DROP) FOR: Eighty Three Dollars Zero Cents (Dollars / Cents)	83	.00	415	.00
691.04000020	252,000 DC	TRAINING REQUIREMENTS FOR: One Dollar Zero Cents (Dollars / Cents)	1	00	252,000	.00
697.03	935,000 DC	FIELD CHANGE PAYMENT FOR: One Dollar Zero Cents (Dollars / Cents)	1	00	935,000	.00
698.04	100 DC	ASPHALT PRICE ADJUSTMENT FOR: One Dollar Zero Cents (Dollars / Cents)	1	00	100	.00

85 P

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
698.05	100 DC	FUEL PRICE ADJUSTMENT FOR: One Dollar (Dollars) Zero Cents (Cents)	1	00	100.	00
698.06	100 DC	STEEL/IRON PRICE ADJUSTMENT FOR: One Dollar (Dollars) (Cents)	1	00	100	00
699.040001	1 LS	MOBILIZATION FOR: Six hundred Fifty thousand (Dollars) Zero (Cents)	650,000	00	650,000	00
-	1 LS	Time and Material FOR: One hundred thousand (Dollars) ZERO (Cents)	100,000	00	100,000	00

17,112,868.35

Total Bid in Numbers $ ~~17,112,083.11~~

Total Amount in Words ~~Seventeen Million One hundred Twelve thousand Eighty three Dollars and Eleven Cents~~

Seventeen Million One Hundred Twelve Thousand Eight Hundred Sixty-Eight Dollars and Thirty-Five Cents

Revised By: [signature]
Date: 7/10/2026

35 R

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
698.05	100 DC	FUEL PRICE ADJUSTMENT FOR: One Dollar (Dollars) Zero Cents (Cents)	1	00	100.	00
698.06	100 DC	STEEL/IRON PRICE ADJUSTMENT FOR: One Dollar (Dollars) (Cents)	1	00	100	00
699.040001	1 LS	MOBILIZATION FOR: Six hundred Fifty thousand (Dollars) Zero (Cents)	650,000	00	650,000	00
-	1 LS	Time and Material FOR: One hundred thousand (Dollars) Zero (Cents)	100,000	00	100,000	00

Total Bid in Numbers $ 17,112,083.11

Total Amount in Words Seventeen Million One hundred Twelve thousand Eighty three Dollars AND Eleven Cents

QUALIFICATION STATEMENT

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

1. How many years has your firm been in the business under your present business name? 55 years

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

   a. as a Prime Contractor 55 years

   b. as a Subcontractor 55 years

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

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
[redacted]	ITS	24%	NYSDOT -
[redacted]	Taxiway	10%	MacArthur Airport - Andrea Luft

(use additional blank sheets if additional space is necessary)

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

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
[redacted]	New camera & time to distance Sign.	100%	Nassau County DPW -Jeff -Mike Kurpiec

(use additional blank sheets if additional space is necessary)

5. Have you:

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

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

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c. ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? NO
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

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

a. that failed to complete a construction contract? NO
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

NO TEXT ON THIS PAGE

d. that has ever been barred from bidding municipal or public contracts? NO
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? NO
If so, state name of individual, name of owner and reason therefor:

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

None

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

None

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

None

NO TEXT ON THIS PAGE

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

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
Paul Stram	Vice President	48 years	ID	Estimating hands on Electrical work.

(use additional blank sheets if additional space is necessary)

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

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
- Please see attached Truck List -			

(use additional blank sheets if additional space is necessary)

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

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

Not Applicable

(use additional blank sheets if additional space is necessary)

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Veh. #	Vehicle Description	Plate #	Weight	Diesel/Gas
1	1998 ISUZU Rack Truck	[redacted]	**14,200**	Diesel
2	2014 FORD E350		**12000**	GAS
3	2010 Ford f450		**13991**	Diesel
4	2015 Ford F450 (Rack Truck)		**10,800**	
5	2011 International		33,000	Diesel
6	1994 International Flatbed		**25990**	Diesel
7	1991 GMC Utility		**24,468**	Diesel
8	2015 International Bucket Truck			Diesel
9	2001 Ford E-450 Cutaway			Diesel
10	2004 Freightliner			Diesel
12	2013 Ford E350			
13	2013 Ford E350			
14	2014 Ford E350			
16	2005 GMC 8500 Digger Derrick			**Big Ron**
17	2013 International Box Truck			
18				
19	1998 International Truck		**18,500**	**Diesel**
20	2006 International 4000			**Diesel**
21	2004 Freightliner M2		**13,386**	**Diesel**
22	1998 Chevy C7H042		**13,067**	**Diesel**
23	2007 International 4300		**33,000**	**Diesel**
24	2019 Chevy 2500 HD Pick Up		**9,500**	**Gas**
25	2013 Ford Van			
26	2013 Ford Van			

27	2020 Ford Transit		9,500	GAS
28	2007 International			Diesel
29	2007 FORD F-550 - Box Truck -			
30	2018 Ford Transit Chris Grant			gAS
CT-30	2002 International Attenuator		15,280	Diesel
31	2017 Ford F250 SRW-Werner			
32	2002 Ford F550		10,854	Diesel
33	2002 Freightliner Utility-Box Loop		13,836	Diesel
34	2007 GMC Van Fiber Splicer			gaS
35	2006 Chevrolet C4500		17,500	GAS
36	2000 Ford F450		10,740	Diesel
37	2001 Isuzu NPR		8,620	Diesel
CT-37	2003 International Attenuator Truck		14,200	Diesel
38	2006 Ford E-550		7,071	Diesel
39	2011 Ford F550			GAS
CT-40	2007 International 4300		10,000	Diesel
40	2009 Ford Van Bucket			
41	2009 Ford Econoline			
42	2009 Ford E350			
43	2007 Isuzu			
44	2005 FORD PICK UP			
45	2004 Ford E450		5,896	Diesel
46	2004 Ford E450-BOX		5,507	Diesel
48	2019 Ford T350		10,000	GAS
49	2004 Freightliner FL70-Box Loop		10,283	Diesel
50	2004 Chevy Pickup			
CT-50	2205 International			DIESEL

51	2019 Ford Transit (GN)	[redacted]		
52	2012 International Frieght			DIESEL
53	2012 International Frieght			DIESEL
54	2021 Chevy Silverado Ronnie New Truck			
55	2016 Chevy 1500 SEAN GARFIN			
56	2013 F150 - Joe Flannagan			
57	2014 Ford F150 XL GORDON			
58	2013 F-150 - Carmen			
61				
62				
63				
64	2013 Ford E350			
65	2013 Ford E350			
66	2013 Ford E350			
67	2014 Chevrolet Silverado 2500-Pick up Brian G			
68	2013 Ford E350			
69	2013 Ford E350			
70	2013 Ford E350 Richard Townsend			
71	2013 Ford E350			
72	2013 Ford E350			
73	2013 Ford E350			
74	2006 Chevrolet Bucket Truck		**8,956**	**Diesel**
74	2016 Chevrolet Silverado			
75	1999 International Utility		**14,647**	**Diesel**
76	2007 INTER UTILITY		**14,300**	**Diesel**
77	1998 Freightliner FL-80 Bucket Truck -85 Footer		**24,775**	**Diesel**
78	2009 Ford Utility - F550 Bucket			

26FT	2002 Freightliner MT-4500	[redacted]	**7,705**	**Diesel**
FRED	2021 Land Rover			
Denise	2017 Cadillalc Esc			
JOHN G	2023 F150			Gas
John G	2019 Jeep			
PAM	2021 Porsche Cayenne			
JOHN G	2021 Dodge Challenger			
PAUL				
Chuck	2011 Dodge Ram			
Timmy	2019 Ford F150			
TRL	1972 HoggDavis Hydra 985			
TRL	1982 Homem Utility			
TRL	1993 Utility Trailer			
TRL	2000 Kiefe Trailer			
TRL	2000 Kiefe Trailer			
TRL	2002 Carmal LTRL			
TRL	2015 inTech Trailer			
TRL	2023 Felling Trailer			

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

Looked at Existing Intersections

(use additional blank sheets if additional space is necessary)

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

- Take over existing intersection maintenance
- Layout new equipment
- Perform all underground work
- Install all poles, cable, signals, controller cab.
- Turn on new signal
- Remove & return all old to NCDPW

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

Paul Stram / Tim Forster

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term

- Please see attached commercial / General Liability certificate.

NO TEXT ON THIS PAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/19/2025

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

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

PRODUCER
City Underwriting Agency Inc.
2001 Marcus Avenue
Suite W180
Lake Success NY 11042

CONTACT NAME: Kevin Tynan
PHONE (A/C, No, Ext): 516-358-3507 **FAX (A/C, No):**
E-MAIL ADDRESS: ktynan@cuagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of America	25666
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : The Travelers Indemnity Company	25658
INSURER D : The Phoenix Insurance Company	25623
INSURER E : Navigators Insurance Company	42307
INSURER F : American Casualty Company of Reading,	20427

INSURED
Hinck Electrical Contractor, Inc.
75 Orville Drive, Suite 1
Bohemia NY 11716

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	[redacted]	11/1/2024	11/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $300,000 $5,000 $2,000,000 $4,000,000 $4,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	[redacted]	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	[redacted]	11/1/2024	11/1/2025	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N [ ] (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	[redacted]	11/1/2024	11/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
E F	2nd Excess Builders Risk			[redacted]	11/1/2024 9/15/2024	11/1/2025 9/15/2025	Limit Limit	5,000,000 2,000,000

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

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

NO TEXT ON THIS PAGE

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

(Form of affidavit where Bidder is a corporation)

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

John G. Buck Being duly sworn, deposes and says: That he resides at [redacted] ~~Stroot~~, in the City of [redacted] that he is the President of Hinck Electrical Contractor Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

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

Susan L Ruch
Notary Public, State of New York
Reg. No. 01RU6146994
Qualified in Suffolk County
Commission Expires 05-30-2026

Susan L Ruch
Notary

(Form of Affidavit where Bidder is a firm)

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

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

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

_____
Notary

(Form of Affidavit where Bidder is an individual)

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

_____ Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.

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

_____
Notary

NO TEXT ON THIS PAGE

HINCK ELECTRICAL CONTRACTOR, INC. AND AFFILIATE
COMBINED BALANCE SHEET
APRIL 30, 2025

ASSETS

CURRENT ASSETS:
- Cash and cash equivalents
- Contract receivables, net of allowance for credit losses o
- Contract assets (including conditional retainage
- Prepaid income taxes
- Prepaid expenses and other current assets

Total Current Assets

PROPERTY AND EQUIPMENT, NET

OTHER ASSETS:
- Federal tax deposit

TOTAL ASSETS

HINCK ELECTRICAL CONTRACTOR, INC. AND AFFILIATE
COMBINED BALANCE SHEET
APRIL 30, 2025

LIABILITIES AND EQUITY

CURRENT LIABILITIES:
Accounts payable
Contract liabilities (net of conditional retainage [redacted]

Total Current Liabilities

LONG-TERM LIABILITIES:
Income taxes payable - deferred

Total Liabilities

CONTINGENCIES

EQUITY:
Common stock, no par value; 100 shares authorized, issued and outstanding
Additional paid-in capital
Retained earnings and member's equity

Total Equity

TOTAL LIABILITIES AND EQUITY

[redacted]

JOINT APPRENTICESHIP
and
TRAINING COMMITTEE
for the

Electrical Industry
OF NASSAU
& SUFFOLK COUNTIES

370 Motor Parkway
Hauppauge, NY 11788
(631) 434-3939
Fax: (631) 434-3991
www.lijatc.org

August 19, 2025

Hinck Electric Inc.
75 Orville Drive
Suite 1
Bohemia, NY 11716
ATTN: J. Buck, President

Dear: Mr. Buck:

Please be advised that because you are signatory in good standing to the Collective Bargaining Agreement between Local Union No. 25, I.B.E.W. and the National Electrical Contractors Association you are entitled to hire apprentices through the Joint Apprenticeship and Training Committee electrical apprenticeship program.

Our apprenticeship program is registered with the New York State Department of Labor and is approved and recognized as such, we also comply with all provisions of Nassau and Suffolk County Law.

If you currently employ or have employed apprentices in the past and you need to provide proof that the apprentice(s) is, are or were a part of a New York State registered apprenticeship program, we will be happy to provide you with a copy of a current AT-401 (New York State Apprenticeship Agreement) or a New York State Department of Labor Certification of Completion of Apprenticeship Training.

Sincerely,

JOINT APPRENTICESHIP
AND TRAINING COMMITTEE

Christopher E. Kelly
Training Director

CEK/ek

LABORERS LOCAL UNION NO. 1298 JOINT APPRENTICESHIP TRAINING FUND

NASSAU & SUFFOLK COUNTIES

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

May 14, 2025

Town of Islip
401 Main Street,
Room 227, ISLIP, NY 11751

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

TO WHOM IT MAY CONCERN:

This letter will serve to confirm that Local 1298 Joint Apprenticeship Training Program currently conducts a fully registered and approved New York State "Apprenticeship Training Program" ("ATP"), The ATP is co-sponsored by Local 1298 and all employers/signatory contractors, including but not limited to G.G.G. Construction Corp., to the Local 1298 Working Agreement Covering Wages and Working Conditions, dated June 1, 2023 to May 31, 2025.

Any additional questions should be directed to my attention.

Fraternally yours,

Edward G. Harbach
President Road & Heavy Construction Laborers' Union Local 1298

Training Director
Joint Apprenticeship Training Fund

SCHOOL (631) 286-8877
FAX (631) 286-8683

APPRENTICESHIP AND TRAINING • JOURNEYMEN • RETRAINING SCHOOL

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNIONS 138,138A,1388 Nassau & Suffolk Counties - 247.c

UNION- P.O. BOX 206, FARMINGDALE, N.Y. 11735-0206 SCHOOL- 575 HORSEBLOCK ROAD, BROOKHAVEN, N.Y. 11719

May 14, 2025

Town of Islip
401 Main Street,
Room 227, ISLIP, NY 11751

Local 138 Apprenticeship School (the "Apprenticeship School")
NYS Sponsor #00422
NYS ATP Code #18318
GGG Construction Corp.

To Whom It May Concern,

This letter serves to confirm that the Apprenticeship School conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited to GGG Construction Corp., to the Local 138 Agreement Covering Working Conditions, dated June 1,2023 to May 31, 2025.The ATP complies with all provisions of Suffolk and Nassau County Law.

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

FRATERNALLY YOURS,

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

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

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

CERTIFICATE OF CONTRACTOR REGISTRATION

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

Hinck Electrical Contractor, Inc.
75 Orville Drive
Suite 1
Bohemia, New York 11716
Phone Number: 6312777700
Registration Number: 24-63ZEF-CR
Date of Issue: 2024-11-19
Expiration Date: 2026-12-29

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

Roberta Reardon
Commissioner
New York State Department of Labor

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

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

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Roberta Reardon
Commissioner
New York State Department of Labor

JOINT APPRENTICESHIP
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TRAINING COMMITTEE
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ATTN: J. Buck, President

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If you currently employ or have employed apprentices in the past and you need to provide proof that the apprentice(s) is, are or were a part of a New York State registered apprenticeship program, we will be happy to provide you with a copy of a current AT-401 (New York State Apprenticeship Agreement) or a New York State Department of Labor Certification of Completion of Apprenticeship Training.

Sincerely,

JOINT APPRENTICESHIP
AND TRAINING COMMITTEE

Christopher E. Kelly
Training Director

CEK/ek

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

John G. Buck, President — 3/24/2026

Name and Title of Authorized Representative — m/d/yy

John G. Buck — 3/24/2026

Signature — Date

Hinck Electrical Contractor, Inc.

Name of Organization

75 Orville Drive, Suite 1 Bohemia, NY 11716

Address of Organization

Instructions for Certification

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

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

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

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

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

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

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

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

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

APPENDIX U

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	Hinck Electrical Contractor Inc
Address (street/city/state/zip code):	75 Orville Drive, Suite 1 Bohemia. NY 11716
Authorized Representative (name/title):	Paul Stram - Vice President/ Secretary
Authorized Signature:	
Contract Number:	T62462-01G
Contract/Project Name:	Traffic Signal Expansion Phase 10
Contract/Project Description:	Brand new intersections on 4 Major Roadways in Nassau Complete including removals

Part 2- Projected MBE/WBE/SDVOB Contract Summary: $17,112,868.35

	Amount ($)	~~17,396,397.20~~	Percentage (%)
Total Dollar Value of the Prime Contract		DBE Contract Percentage	10%
Total MBE Dollar Amount		MBE Contract Percentage	
Total WBE Dollar Amount		WBE Contract Percentage	
Total SDVOB Dollar Amount		SDVOB Contract Percentage	
Total Combined M/WBE/SDVOB Dollar Amount		Combined M/WBE/SDVOB Contract Percentage	

Revised By:

Date: 6/30/2026

APPENDIX U

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Address (street/city/state/zip code):	75 Orville Drive, Suite 1 Bohemia. NY 11716
Authorized Representative (name/title):	Paul Stram - Vice President/ Secretary
Authorized Signature:	
Contract Number:	T62462-01G
Contract/Project Name:	Traffic Signal Expansion Phase 10
Contract/Project Description:	Brand new intersections on 4 Major Roadways in Nassau Complete including removals

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

	Amount ($)	17,396,397.20	Percentage (%)
Total Dollar Value of the Prime Contract		DBE Contract Percentage	10%
Total MBE Dollar Amount		MBE Contract Percentage	
Total WBE Dollar Amount		WBE Contract Percentage	
Total SDVOB Dollar Amount		SDVOB Contract Percentage	
Total Combined M/WBE/SDVOB Dollar Amount		Combined M/WBE/SDVOB Contract Percentage	

NO TEXT ON THIS PAGE

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

~~MBE~~ DBE Firm	Description of Work (~~MBE~~ DBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: DBE Electric Corp. Address: 980 Little E Neck Rd City: West Babylon State/Zip Code: NY. 11704 Authorized Representative: Amish Patel EIN [redacted] Telephone No. 516-825-1378	Furnish traffic poles & Anchor bolts	Amount ($): 1,488,839.70 Award Date:	Start Date: Not Sure yet Completion Date:
Name: Marbelite Equipment Corp. Address: 1913 Atlantic Ave City: Manasquan, NJ State/Zip Code: NJ. 08736 Authorized Representative: Melissa Veroloni Telephone No. 732-292-2100 (x-2)	Assemble & provide all traffic signal equipment	Amount ($): 1,568,973.00 Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

NO TEXT ON THIS PAGE

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

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

NO TEXT ON THIS PAGE

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

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

Certified: --

B-15-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE AUGUST 27, 2026 3:10 PM

NIFS ID: H90059-01G

Capital: **X**

Contract ID #: **H90059-01G**

NIFS Entry Date:

DPW Contract Number: **H90059-01G**

Department: Public Works

Service: **Supreme Court Loading Dock Rehabilitation H90059-01G B15-26**

Term: **Twelve (12) months from NTP**

Contract Delayed:

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

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

Vendor/Municipality Info:	
Name: **Macedo Contracting Services Inc** DBA: **Macedo Construction**	ID#:**813636143**
Main Address: **PO Box 64** **ronkonkoma, NY 11779**	
Main Contact: **manuel macedo**	
Main Phone: **(631) 698-1120**	

Department:
Contact Name: **Daniel Wong**
Address: **Nassau County Department of Public Works** **1194 Prospect Ave 2nd Fl** **Westbury, NY 11590**
Phone: **(516) 571-6886**
Email: **cpaggi@nassaucountyny.gov,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,dwong@nassaucountyny.gov,lcaruso@nassaucountyny.gov**

Contract Summary

Purpose: This contract will repair the Supreme Court Loading Dock including the loading dock underpass and the adjoining ramps of the Nassau County Supreme Court building as well as walkways along the North, East, West and South sides of the building.

Procurement History: A request for sealed bids was advertised on December 31, 2025, in the New York Post, NYS Contract Reporter and on the Nassau County Procurement site. Three (3) bids were received on February 3, 2026. Macedo Contracting Services was the lowest responsible bidder after Sacco Construction Service, LLC bid was rejected for multiple inconsistencies in their pricing.

Description of General Provisions: Project duration is twelve (12) months to rehabilitate the Supreme Court Dock. MBWE utilization is 2.87.

Impact on Funding / Price Analysis: The maximum corrected contract amount is $6,272,409.00. Funding is available under Capital Project 90059.

Change in Contract from Prior Procurement: New Procurement.

Method of Source Selection:

☑ Formal Sealed Bid awarded to lowest, responsible bidder

Contract #: H90059-01G

Advertised On: 12/31/2025

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

Publicly Opened On: 02/03/2026

Number of bids received: 3

MWBE Participation:

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

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

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00004	PWCAPCAP 00004 90059 000	01	$6,272,409.00
Project Number 90059 Project Detail 000								
						TOTAL		**$6,272,409.00**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	
Federal	$0.00
State	$0.00
Capital	$6,272,409.00
Other	$0.00
Total	**$6,272,409.00**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	08/13/2026 11:50AM	Approved
NIFS Final Approval	Loretta Dionisio	08/13/2026 11:56AM	Approved
Final Approval	Loretta Dionisio	08/13/2026 11:56AM	Approved
DPW			
Capital Fund Approval	Loretta Dionisio	08/13/2026 11:56AM	Approved
Final Approval	Loretta Dionisio	08/13/2026 11:56AM	Approved
County Attorney			
RE & Insurance Verification	Shannon Molloy	08/13/2026 02:40PM	Approved
Approval as to Form	Julie Silverstein	08/18/2026 03:40PM	Approved
NIFS Approval	Mary Nori	08/19/2026 11:41AM	Approved
Final Approval	Mary Nori	08/19/2026 11:41AM	Approved
OMB			
NIFS Approval	Aniello Morgillo	08/13/2026 11:58AM	Approved
NIFA Approval	Christopher Nolan	08/14/2026 10:36AM	Approved
Final Approval	Christopher Nolan	08/14/2026 10:36AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	08/19/2026 01:38PM	Approved
DCE Compliance Approval	Robert Cleary	08/21/2026 02:46PM	Approved
Vertical DCE Approval	Arthur Walsh	08/27/2026 11:49AM	Approved
Final Approval	Arthur Walsh	08/27/2026 11:49AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	08/27/2026 02:40PM	Approved

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

B15-26

RULES RESOLUTION NO. -2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND MACEDO CONTRACTING SERVICES, INC.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract H90059-01G, for SUPREME COURT LOADING DOCK REHABILITATION– NASSAU COUNTY, NY ["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of MACEDO CONTRACTING SERVICES, INC.

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

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

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be $ 6,272,409.00, now therefore be it

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

BID BOND

FORM OF BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned Macedo Contracting Services Inc, PO Box 64, Ronkonkoma, NY 11779

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

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

Signed, this 3rd day of February, 20 26

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under Contract No. H90059-01G for the

Supreme Court Loading Dock Rehabilitation

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

a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

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

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

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

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

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

Macedo Contracting Services Inc.
Contractor

by _____ (L.S.) (Corporate seal of Contractor
Manuel Macedo pres. Title if a corporation)

by _____ (L.S.) Title Secretary

by _____ (L.S.) Title Mayor

Hudson Insurance Company
Surety

by _____ Yannis Legakis (L.S.)
Title of Officer Attorney-in-Fact

Attest: _____ (L.S.) (Corporate seal of Surety)
Title of Officer

(Acknowledgment by Contractor if a corporation)

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

On this 2 day of February, 2026, before me personally came Manuel Macedo to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted] that he is the President of the Macedo Contracting Corp. the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

FABIO SARMIENTO
Notary Public, State of New York
No. 01FA6129820
Qualified in Suffolk County
Commission Expires July 5, 2029

Notary Public

(Acknowledgment by Contractor if a partnership)

STATE OF _____)
)
ss.:
COUNTY OF _____)

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

Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)
)
ss.:
COUNTY OF _____)

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

Notary Public

(Acknowledgment by Surety Company)

STATE OF New York)

)

ss.:
COUNTY OF Putnam)

On this 3rd day of February , 20 26 , before me personally came Yannis Legakis to me Known, who being by me duly sworn, did depose and say that he resides in [redacted]

that he is the Attorney-in-Fact of the Hudson Insurance Company , the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Hudson Insurance Company further said that he is acquainted with Yannis Legakis and knows him to be the Attorney-in-Fact of said company; that the signature of the said Yannis Legakis subscribed to the within instrument is in the genuine handwriting of the said Yannis legakis and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Hudson Insurance Company .

QIAO RONG HUANG
Notary Public, State of New York
Reg. No. 01HU004200[illegible]
Qualified in Putnam C[illegible]
Commission Expires [illegible]

Notary Public

QIAO RONG HUANG
Notary Public, State of New York
Reg. No. 01HU0042007
Qualified in Putnam County
Commission Expires 09/24/2029

POWER OF ATTORNEY

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

HUDSON
INSURANCE GROUP

BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Yannis Legakis

of the State of New York

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds and Consents of Surety for any and all purposes.

Such bid bonds and Consents of Surety, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized,on this 1st day of November, 2025 at New York, New York.

(Corporate seal)

HUDSON INSURANCE COMPANY

Attest.....
Karen L. Colonna, Corporate Secretary

By.....
Andrew A. Dickson, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 1st day of November, 20 25 before me personally came Andrew A. Dickon to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of **HUDSON INSURANCE COMPANY**, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

.....

(Notarial Seal)

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2029

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Karen L. Colonna** hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 3rd day of February, 20 26.

By.....
Karen L. Colonna, Corporate Secretary

FINANCIAL STATEMENT

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

HUDSON INSURANCE COMPANY

SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2024

ASSETS

Bonds	$ [redacted]
Preferred stocks	
Common stocks	
Mortgage Loans on Real Estate	
Cash on hand and on deposit	
Reinsurance Receivable	
FIT recoverable (including net deferred tax asset)	
Uncollected premiums and agents' balances in the course of collection	
Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums)	
Other Assets	
Total Assets	$ [redacted]

LIABILITIES & SURPLUS

Losses	$ [redacted]
Loss adjustment expense	
Other expenses	
Unearned Premiums	
Ceded reinsurance premiums payable	
Payable to parent, subsidiaries and affiliates	
Commissions payable, contingent commissions and other similar charges	
Other Liabilities	
Total Liabilities	$ [redacted]
Preferred and Common capital stock	$ [redacted]
Gross paid in and contributed surplus	
Unassigned funds (surplus)	
Surplus as regards policyholders	$ [redacted]
Total Liabilities and Surplus	$ [redacted]

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

I, Rob Wolf, the undersigned Chief Financial Officer of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2024.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 25th day of March, 2025.

Rob Wolf
Chief Financial Officer

Subscribed and sworn to before me this 25th day of March, 2025.
My commission expires

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County, Certified in New York
Commission Expires December 10, 2025

CERTIFICATE OF SOLVENCY

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

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

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

It is hereby certified that

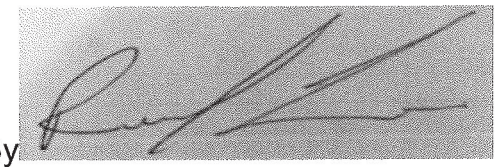
Hudson Insurance Company
of Wilmington, Delaware

a corporation organized under the laws of Delaware and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $715,837,847. (Capital $7,500,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2024, on file in this Department, prior to audit.

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

In Witness Whereof, I have here-unto set my hand and affixed the official seal of this Department at the City of Albany, this 4th day of April 2025

Adrienne A. Harris
Superintendent

By 

Rawle Lewis
Special Deputy Superintendent

PROPOSAL
To the County of Nassau
SUPREME COURT LOADING DOCK REHABILITATION

Contract No. H90059-01G

TO THE COUNTY OF NASSAU:

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

In making this proposal the Bidder hereby declares that the Addenda which has been issued by the County of Nassau and has been received by him, that all provisions thereof have been complied with in preparing his bids.

Name of Bidder: Macedo Contracting Services Inc.
(Individual, Firm or Corporation, as case may be)

Bidder's Address: 685 Station Road. Bellport, NY 11731

Telephone: 6316098120 Date: February 2, 2016

FAX Tele: 6316098302 E-Mail: info@macedoinc.com

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

Name of Partners	Residence of Partners

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

Organized under the laws of the State of: New York.

Name of President: manuel macedo

President's Domicile: [redacted]

Name of Vice Pres: manuel macedo

Vice Pres's Domicile: [redacted]

Corporate Officer: manuel macedo Title: Secretary

Corporate Officer's Domicile: [redacted]

Corporate Officer: manuel macedo Title: Treasurer

Corporate Officer's Domicile: [redacted]

NO TEXT ON THIS PAGE

The Following Paragraphs are Applicable to the Contract

THE BIDDER AFFIRMS AND DECLARES:

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

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

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

4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

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

6. The bidder also declares that he has carefully examined and fully understands all the component parts of this Contract, that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.

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

INFORMATION FOR BIDDERS

I. Rejection of Bids.

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

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

B. Rejection of all bids and waiver of informalities.

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

II. Unit Price Contracts, Comparison of Bids.

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

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

III. Lump Sum Contracts, Comparison of Bids.

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

IV. Apprenticeship Training Program

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

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
1M/F	1	LS	Mobilization With Field Office	For: four hundred seventy five thousand, dollars, zero cents	475,000.00	475,000.00
2	1570	CY	Unclassified Excavation	For: fifty five dollars, zero cents	55.00	86,350.00
3	210	CY	Trench, Culvert and Bridge Excavation	For: fifty five dollars, zero cents	$55.00	11,550.00
4A	1140	SY	Cement Concrete Breaking (Pavement)	For: fourty eight dollars, zero cents	48.00	54,720.00
5C	310	CY	Selected Fill	For: fifty five dollars, zero cent	55.00	17,050.00
9	200	CY	Topsoil	For: sixty dollars, zero cents	60.00	12,000.00
10A-1	140	SF	Excavation Protection System	For: Twenty five dollars, zero cent	25.00	3500.00
12H	30	LF	Clean Existing Drainage System	For: Twenty dollars, zero cents	20.00	600.00
12E-8	210	LF	8" Cast Iron Culvert Pipe	For: one hundred and twenty dollars, zero cents	120.00	25,200.00
12P-4	127	LF	4 Inch Smooth Interior Corrugated Polyethylene Drainage Pipe	For: Twenty nine dollars, zero cents	29.00	3,683.00
12P-6	35	LF	6 Inch Smooth Interior Corrugated Polyethylene Drainage Pipe	For: fourty eight dollars, zero cents.	48.00	1,680.00

NO TEXT ON THIS PAGE

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
12P-10	450	LF	10 Inch Smooth Interior Corrugated Polyethylene Drainage Pipe	For: Thirty nine dollars, zero cents	39.00	17,550.00
13BP-4	7	LF	Precast Manhole, 4'-0" Diameter	For: Six hundred dollars, zero cents	600.00	4,200.00
13C	12	EA	Area Drain	For: one thousand, eight hundred Seventy five dollars, zero cents	1,875.00	22,500.00
14	5	EA	Connections to Existing Drainage Facilities	For: five hundred dollar, zero cents	500.00	2,500.00
15	3	EA	Rehabilitation of Catch Basins	For: one thousand five hundred dollars, zero cents	1,500.00	4,500.00
20	30	CY	Broken Stone, Loose Measure	For: one hundred dollars, zero cents	100.00	3,000.00
24	90	CY	Cement Concrete Pavement	For: five hundred dollars zero cents	500.00	45,000.00
26MOD	1025	LF	Concrete Curb - Edge Restraint Assembly	For: sixty dollars, zero cents	60.00	61,500.00
26	10	LF	Concrete Curb	For: one hundred dollars, zero cents	100.00	1,000.00
27	12190	SF	Cement Concrete Sidewalk	For: eighteen dollars, zero cents	18.00	219,420.00
30	250	sy	Metal Reinforcement for Concrete Pavement	For: Twenty dollars, zero cents.	20.00	5,000.00

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Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
58RPC	930	LF	Saw Cutting Existing Roadway Pavement and Concrete	For: Two dollars, Zero cents	2.00	1,860.00
81	100	LBS	Structural Steel	For: Ten dollars, Zero cents	10.00	1,000.00
95	50	LF	Metal Protection Plates for Curbs	For: Two hundred dollars, zero cents	200.00	10,000.00
102	1	LS	Work Zone Traffic Control	For: Six hundred seventy five ~~thousand~~ dollars, zero cents	675,000.00	675,000.00
104XF	52	LF	Remove Existing Fence	For: Twenty dollars, zero cents	20.00	1,040.00
106A	16	LF	Post Painting	For: One hundred dollars, zero cents	100.00	1,600.00
106VBG	52	LF	Vehicle Barrier Gate	For: Four hundred dollars, zero cents	400.00	20,800.00
133	780	LF	Clean & Fill Joints & Cracks	For: Thirty dollars, zero cents	30.00	23,400.00
136	1	LS	Survey Stakeout	For: Five thousand dollars, zero cents	5,000.00	5,000.00
141B	21	EA	Silt Protection for Surface Inlet Drainage Structure	For: Two hundred dollars, zero cents	200.00	4,200.00
142D	1	LS	Structural Steel Painting, Paint System D	For: Two hundred thousand dollars, zero cents	200,000.00	200,000.00

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
144MOD	2000	SY	Waterproofing Membrane	For: one hundred ~~eighty five~~ dollars, zero cents	~~150.00~~ 185.00	~~300,000.00~~ 370,000.00
145MOD	460	GAL	Protective Coating	For: one hundred fifty dollars, zero cents	150.00	69,000.00
158A	1290	SF	Geotextile Cloth	For: One dollar, zero cents	1.00	1,290.00
162A-1	850	EA	Groundcovers & Ornamental Grass (1 Gallon Container)	For: fifty five dollars, zero cents	55.00	46,750.00
162A-2	2	EA	Groundcovers & Ornamental Grass (2	For: fifty five dollars, zero cents	55.00	110.00
162B	45	EA	Perennial Bulbs	For: fifty five dollars, zero cents	55.00	2,475.00
179C	1025	LF	Aluminum Plant Bed Edge	For: Twenty five dollars, zero cents	25.00	25,6250.00
180	30	LF	Trench Drain	For: Three hundred twenty dollars, zero cents	320.00	9,600.00
199*	1	LS	Interim Payments	For: one hundred forty thousand dollars, zero cents	$140,000.00	140,000.00
199S*	1	LS	Steel/Iron Price Adjustment	For: Five thousand dollars zero cents	$5,000.00	5,000.00
361B	1	EA	Planting Trees and Shrubs	For: one thousand five hundred dollars zero cents	1,500.00	1,500.00

NO TEXT ON THIS PAGE

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
361E	230	EA	Planting Trees and Shrubs	For: one hundred thirty five dollar Zero Cents	135.00	31,050.00
361F	7	EA	Planting Trees and Shrubs	For: four hundred dollars, zero cents	400.00	2,800.00
365	8640	SF	Sodding	For: one dollar, sixty five cents	1.65	14,256.00
420R	1	EA	Regrade a Pullbox Frame and Cover	For: one thousand dollars, zero cents	1,000.00	1,000.00
442W	10	LF	Epoxy Reflectorized Pavements Markings (White)	For: Ten dollars, zero cents	10.00	100.00
442Y	525	LF	Epoxy Reflectorized Pavements Markings (Yellow)	For: Ten dollars, zero cents	10.00	5,250.00
701	8	EA	Remove, Store and Reset Existing Bench	For: one thousand dollars, zero cents	1,000.00	8,000.00
702	7490	SF	Remove, Dispose and Replace Brick Facing	For: two hundred fifty dollars, zero cents	250.00	1,872,500.00
703	750	LF	Remove, Store and Reinstall Existing Granite Cap	For: one hundred dollars, zero cents	100.00	75,000.00
704	10090	SF	Maintenance and Repair of Cast-in-Place Concrete	For: eighty dollars, zero cent	80.00	807,200.00
705	100	LF	Slip Slab	For: two hundred dollar zero cents.	200.00	20,000.00

NO TEXT ON THIS PAGE

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
706	3750	SF	Remove, Store and Reuse Existing Granite Block Facing	For: Ten dollars, no cents	10.00	37,500.00
707	1585	LF	Joint Sealants	For: Twenty five dollars, no cents	25.00	39,625.00
708	940	SF	Grouting	For: Ten dollar, zero cent	10.00	9,400.00
709	8	EA	Remove, Store and Reset Existing Light Pole	For: Two thousand, three hundred dollars, zero cent	2,300.00	18,400.00
710	38	LF	Remove and Replace Flashing	For: Two hundred dollars, zero cent	200.00	7,600.00
711	8400	SF	Clean and Repoint Granite Stones	For: Twenty dollar, no cent	20.00	168,000.00
712	1	EA	Remove, Store and Reset Landscape Appurtenances	For: Two thousand dollars, zero cent	2,000.00	2,000.00
713	50	CY	Hand and/or Pneumatic Excavation	For: Ten dollar zero cent	10.00	500.00
714	354	LF	Align Aluminum Edging	For: Twenty five dollar, zero cent	25.00	8,850.00
715	700	SF	Round Stone	For: eight dollars, zero cent	8.00	5,600.00
716	200	SY	Bark Chip Mulch	For: fifty dollars, zero cent	50.00	10,000.00

NO TEXT ON THIS PAGE

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
717	2315	LBS	Integral Color Pigment for Cement Concrete	For: Ten dollars, zero cents	10.00	23,150.00
718	14480	SF	Imprinting on Concrete Pavement or Sidewalk	For: Two dollars, zero cents	2.00	28,900.00
719	1	LS	Low-Voltage Electrical Power Conductors and Cables	For: Twenty eight thousand dollars, zero cents	28,000.00	28,000.00
720	1	LS	Grounding and Bonding for Electrical Systems	For: Three thousand, five hundred dollars, zero cents	3,500.00	3,500.00
721	1	LS	Raceways and Boxes for Electrical Systems	For: Seventy thousand dollars zero cents	70,000.00	70,000.00
722	1	LS	Underground Ducts and Raceways for Electrical Systems	For: Two thousand nine hundred dollars, zero cents	2,900.00	2,900.00
723	1	LS	Identification for Electrical Systems	For: Two hundred dollars, zero cents	250.00	250.00
724	8	EA	Foundation for Lights	For: One thousand eight hundred seventy five dollars zero cents	1,875.00	15,000.00
725	1	LS	Hangers and Supports for Electrical Systems	For: Four thousand dollars, zero cents	4,000.00	4,000.00
726	1	LS	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	For: one thousand dollars, zero cents	1,000.00	1,000.00
727	1	LS	Lighting Control Devices	For: Seven thousand ~~five~~ hundred dollars zero cents	7,500.00	7,500.00

NO TEXT ON THIS PAGE

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
728	1	LS	Enclosed Switches and Circuit Breakers	For: Three thousand four hundred dollar, zero cent	3,400.00	3,400.00
729	1	LS	LED Exterior Lighting	For: Ninety six thousand, five hundred dollars, zero cent	96,500.00	96,500.00
730	50	SF	Replace Granite Block Facing	For: Two hundred dollars zero cent	200.00	10,000.00
731	760	LF	Painting of Fire Sprinkler Piping	For: fifteen dollars no cent	15.00	11,400.00
732	60	LF	Remove, Store and Reset Existing Handrail	For: Sixty dollar no cent	60.00	3,600.00
733	723	SY	Overlay Conrete, Class DP	For: One hundred and five dollar, no cent	105.00	75,915.00
744*	1	LS	Force Account Work	For: fifty dollar no zero	$50,000.00	50,000.00

*Force Bid

Total Bid in Numbers $ 6,272,459.00

Total Amount in Words Six million, two hundred seventy two thousand, four hundred fifty-nine dollars and zero cent

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BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
ACTING COMMISSIONER

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

VENDOR PORTAL ACKNOWLEDGMENT

Vendor Name: Macedo Contracting Services Inc.

Contract Title: Supreme Court Loading Dock Rehabilitation

Contract Number: H90059-01G

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

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

Signature

2/2/2024
Date

Manuel Macedo
Print Name

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

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name: Macedo Contracting Services Inc.
Address (street/city/state/zip code): 685 Staten Road Bellport NY 11713
Authorized Representative (name/title): Manuel Macedo, President
Authorized Signature:
Contract Number: H90059-01G
Contract/Project Name: Supreme Court Loading Dock Rehabilitation
Contract/Project Description: Supreme Court Loading Dock Rehabilitation.

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

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	6272,459.00		~~2.39%~~ 3%
Total MBE Dollar Amount	150,000.00	MBE Contract Percentage	~~2.39%~~ 2.39%
Total WBE Dollar Amount	145,000.00	WBE Contract Percentage	~~3%~~ 2.31%
Total SDVOB Dollar Amount	0	SDVOB Contract Percentage	0%
Total Combined M/WBE/SDVOB Dollar Amount	295,000.00	Combined M/WBE/SDVOB Contract Percentage	4.70%

To be provided if lowest Bidder

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

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

To be provided if lowest Bidder

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

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

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

To be provided if Lower Bidder

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

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

NASSAU COUNTY

Vendor Code of Ethics

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

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

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

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

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Chapter 1: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor means any individual or entity seeking to or doing business

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

Chapter 2: LIMITATIONS AND REPORTING OF CONTACTS WITH NASSAU COUNTY

Section 2.01 Designated Point(s) of Contact

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

Chapter 3: GIFTS OR CONTINGENT FEES

Section 3.01 Zero Tolerance

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

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

Section 3.02 Personal Relationships

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

not necessarily prohibited.

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

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

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

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

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

Section 3.03 Contingent Fees

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

Chapter 4: NEGOTIATIONS FOR FUTURE EMPLOYMENT

Section 4.01 Restrictions During the Procurement Process

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

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

Section 4.02 Restrictions Post Award

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

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

Chapter 5: CONFLICT OF INTEREST

Section 5.01 Financial Interest

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

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

Section 5.02 Personal Business Dealings

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

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

Section 5.03 Disclosure and Cooperation

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

Section 5.04 Confidential Information

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

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

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

Section 5.05 Prohibition Regarding Bidding by Participants in Procurement Development

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

Chapter 6: FORMER NASSAU COUNTY EMPLOYEES

Section 6.01 Appearance Before Former Agency-Two Year Bar

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

Section 6.02 Appearance Before Former Agency-Life Time Bar

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

Chapter 7: NON-COLLUSION

Section 7.01 Independent Bid Assessment

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

Section 7.02 Non-Communication of Bid

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

Section 7.03 Bid Submission

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

Chapter 8: DISTRIBUTION AND CERTIFICATION

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

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

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

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

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

Section 8.02 Vendor Certifications

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

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

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

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

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

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

Section 8.03 Subcontractor Certifications

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

Chapter 9: PENALTIES

Section 9.01 Responsibility Determination

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

Section 9.02 Civil/Criminal Penalties

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

Chapter 10: REPORTING OBLIGATION

Section 10.01 Reporting Gift Requests

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

Section 10.02 Reporting Material Changes

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

Section 10.03 Reporting Violations and Overpayments

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

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

Chapter 11: PROHIBITION ON RETALIATION

Section 11.01 Prohibition

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

Vendor Code of Ethics

CERTIFICATION REGARDING DISTRIBUTION OF NASSAU COUNTY VENDOR CODE OF ETHICS

Bid/Proposal No.: H90059-01G

Project Description: Supreme Court Loading Dock Rehabilitation

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

Executed this 2 day of February, 2026.

By _____ Signature of Authorized Official

Mark macdelcatraty [illegible] Name and Title of Authorized Official

Vendor Code of Ethics

PARTICIPATING EMPLOYEE
ACKNOWLEDGEMENT REGARDING NASSAU
COUNTY VENDOR CODE OF ETHICS

Company: Macedo contracting services

Bid/Proposal No.: H90059-026

I, Raul macedo, acknowledge that I have received and read the Nassau County Vendor Code of Ethics on _____ and that I understand it and will comply with this Code in my participation in procurements between Macedo contracting (Vendor name) and Nassau County.

Executed this 2 day of February, 2026

By _____ Signature of Employee

Raul macedo, pe Name and Title of Employee

CONTRACTOR CERTIFICATION STATEMENT REGARDING

STORM WATER POLLUTION AT THE WORK SITE

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

CONTRACTOR'S NAME: macedo contracting services inc.

TELEPHONE NUMBER: 631 698 1120

WORK SITE OR FACILITY NAME: Supreme court Loading Dock Rehabilitation

WORK SITE OR FACILITY ADDRESS OR
OTHER IDENTIFYING DESCRIPTION: Supreme court Building
mineola, NY

Signature 2/2/26 Date

manuel macedo, pres.

Print Name and Title of Signer

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. H90059-01G

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

Contractor's Name and Address	Project Description (Project Title, Facility Name and Address):	Bid Date:	Total Contract Amt:
~~[illegible]~~ 22 macedo contracting services Inc 685 Stafford Bellport NY 11713 Federal ID No.: [redacted]	Supreme Court Loading Dock Rehabilitation	February 3, 2026	6,272,459.00

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

N/A ☐ Plumbing and Gas Fitting

N/A ☐ Steam Heating, Hot Water Heating, Ventilating and AC Apparatus

☐ Electric Wiring and Standard Illuminating Fixtures

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

~~Hinck Electrical Contractors Inc. 75 Ville Drive Bohemia NY 11716~~ 22 Subcontractor's Name, Address and Federal ID No.	Check (✓) *only* one. Plumbing and Gas Fitting N/A	Steam Heating, Hot Water Heating, Ventiliating and AC Apparatus N/A	Electric Wiring and Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
Hinck Electrical Contractors & 75 Ville Dr. Bohemia NY 11716 Federal ID No.	☐	☐	☒	Electrical contracting line item	$ 300,000.00
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		

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

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

Company Authorized Signature: [signature] Title: [illegible] Date: 2/2/26

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

manuel macedo, President — 2/2/2026
Name and Title of Authorized Representative — m/d/yy

Signature — 2/2/24
Date

macedo Contracting Services Inc.
Name of Organization

1085 stetson Rd Bellport NY 11713
Address of Organization

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

Instructions for Certification

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

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

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

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

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

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

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

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

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

MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

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

(1) have business operations in Northern Ireland,

Yes ___ No X

if yes:

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

Yes ___ No ___

(Contractor's Signature)

Macedo Contracting Services Inc.
(Name of Business)

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Appendix C:

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

Offerer Certification:

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

Date: February 2, 2024

Signature:

Name: manuel macedo

Title: President

Contractor Name: macedo Contracting Services Inc.

Contractor Address: 685 Acorn Road Bellport NY 11713

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IRAN DIVESTMENT ACT – CERTIFICATION

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

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

The Certification is as follows:

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

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

2/2/24 — manuel macedo, cvdd

Signature/Date — Print Name and Position

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

Macedo Contracting Services Inc.
(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number _____

Firm or Corporation's Federal ID Number [redacted]

Firm or Corporation's Municipal License ID Number [redacted]

Municipal Licensing Agency Nassau County Consumer Affairs

By: _____ Date: 2/2/26

(Print) manuel macedo Title: Pres

WHERE BIDDER IS A CORPORATION, ADD:

ATTEST: _____
Secretary

(CORPORATE)
(SEAL)

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QUALIFICATION STATEMENT

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

1. How many years has your firm been in the business under your present business name? 10 years.

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

   a. as a Prime Contractor 22 years

   b. as a Subcontractor 22 years.

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

	Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
1)	$3,342,066.00	Roadway Reconstructions	<10%	NCDPW - Quaker Meeting House Rd Project # T-62801-01G 11924 Prospect Ave. Westbury, NY 11590
2)	$1,099,016	Road construction + fencing.	50%	Town of Brookhaven, 1 Independence Mill Ferry, WK, NY 11773
3)	$2,114,038	Drainage project	0%	Village of Floral Park one Floral Blvd, Floral Park NY 11002

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer

See attached sheet

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to You? NO
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? NO
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

NO TEXT ON THIS PAGE

c. ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? NO
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? NO
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

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d. that has ever been barred from bidding municipal or public contracts? NO
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? NO
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State. NO Violations of Prevailing wage or Supplemental payment Requirement by DoL of NYS.

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.
US DoL audit resulted in consent judgement of settlement which was fully satisfied → regaing. over time wages + travel time pay. audit period 2016-2019.
NYS DoL audit resulted in consent judgment of settlement - which is paid up according to payment agreement - re - overtime pay + travel wages - audit period 2016-2021.

10. In what other lines of business are you financially interested?
~~[illegible]~~
Bhengel logistics corp - Trucking hauling company
Melo Haldy LLC - office Prorsed space.

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11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
manuel macedo	owner President	25 years.	Involved in all phases of Business	Full capacity

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
See attached.			

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

NO.

(use additional blank sheets if additional space is necessary)

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14. In what manner have you inspected this proposed work? Explain in detail.

Reviewed plans + specifications, on site visit / observe + noted existing conditions, etc.

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

- Plan Layout
  - Utility Mark out - Coordination.
  - ~~Excavation~~ / Demolition
  - Drainage install
  - Concrete work.
  - Brick work.
  - Repairs.

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

Manuel Macedo, owner.

- See attached

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
GL	Berkley	1/2M	7/1/25 - 7/1/26
Umbrella	Travelers	5M	7/1/25 - 7/1/26
WC	NYSIF	1M - 1	7/1/25 - 7/1/26
Auto	Riverport	1M	7/1/25 - 7/1/26

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18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

NO TEXT ON THIS PAGE

NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

manuel macedo Being duly sworn, deposes and says:
That he resides at [redacted] Street,
in the City of Nesconset that he is the President of
Macedo contracting services inc.
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
this 2 day of February 20 24

SANDRA P IMENTEL
Notary Public, State of New York
No. 01PI6129920
Qualified in Suffolk County
Commission Expires July 5, 20 26

Notary

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says:
That he is a member of
the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says:
That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

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NOTICE OF AWARD

NO TEXT ON THIS PAGE

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and Covered Private Construction Projects in the State of New York, Subject to the Prevailing Wage Requirements of NYS Labor Law Article 8

MACEDO CONTRACTING SERVICES, INC.
DBA: Macedo Construction
685 Station Road
Bellport, New York 11713
Phone Number: 6316981120
Registration Number: 24-64BNF-CR
Date of Issue: 2024-12-13
Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

Roberta Reardon
Commissioner
New York State Department of Labor

New York State Department of Labor
Bureau of Public Work & Prevailing Wage Enforcement
State Office Campus, Building 12, Room 130
Albany, NY 12226

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

MACEDO CONTRACTING SERVICES, INC.
PO BOX 64
Ronkonkoma, New York 11779

Hello,

Enclosed is your **Certificate of Contractor Registration**. Please keep this document as proof of your registration.

This Certificate is valid for two (2) years, unless revoked or suspended.

If you bid or commence work on a public work project or covered private project without being properly registered, you may be subject to a civil penalty and denial of your registration application pursuant to NYS LL § 220-l(8).

If your registration or a subcontractor's registration lapses while performing contracted work on a covered project, the work for that project may be completed.

If you are determined unfit and your certificate is revoked or suspended, then a monitor approved by the Commissioner must be appointed to oversee the completion of the work at your expense.

If your certificate is to be suspended or revoked for any reason, you will receive a notice and an opportunity to contest at a hearing prior to the suspension or revocation taking effect.

Please note that any subcontractors or independent contractors you hire to work on a public work or covered private construction project must obtain their own Certificate of Contractor Registration to perform such work.

If you allow a subcontractor or independent contractor to perform work on a public work or covered private project without being properly registered, you and the other contractor may be subject to a civil penalty and revocation/suspension/denial of your registration pursuant to NYS LL § 220-l(8).

Any project where work is performed in violation of Contractor Registration requirements, or any provisions of NYS Labor Law Article 8, is subject to the issuance of a Stop Work Order, pursuant to NYS LL § 224-B.

Shaun McCready

Shaun McCready
Director of Public Work &
Prevailing Wage Enforcement

Macedo Contracting Services Inc
Attached sheet page 1 of 3

Bid: County of Nassau Department of Public works:
Supreme Court Loading Dock Rehabilitation

Contract No: H90059-01G
Bid date: February3, 2026

CONTRACTOR QUALIFICATIONS STATEMENT:

#3 List below the construction projects your firm has underway as of this date:

A) Nassau County DPW: Quaker Meeting House rd. Roundabout
Contract amount [redacted]
Percentage complete <10%%

B) Village of Floral Park: 2024 Recharge Basin and Drainage Improvements Program
Contract amount [redacted]
Percentage complete 0%

C) Town of Brookhaven: Calabro Airport security Access Road And fence
Contract amount $[redacted]
Percentage complete: 70%

D) Town of Oyster Bay: Highway Improvements to the Parkway Drive Area Phase 1 Contract amount: [redacted]
Percentage complete 95%

#4 List the projects which your firm as a firm performed in the past few years which you feel will qualify you for this work:

A) Nassau County DPW: Parking Field #14 and South rd improvements
Contract amount $[redacted]
Full site renovation, drainage, asphalt, concrete, plantings, signs, fencing
Completed December 2025

B) Town of Brookhaven: Storm Water improvements to ST George Drive area
Owner: Town Of Brookhaven
Drainage installation, recharge basin, and paving, and landscape
Nelson & Pope
Contract $[redacted]
Completed October 2025

C) Town of Hempstead: PW 16-24
Owner: Town of Hempstead
Drainage , excavation, concrete, asphalt
ZIE Engineering
Contract: [redacted]
Completed: October 2025

D) Terryville Fire District Station 2- Phase 1 Sitework
Class work: Site work, excavation, drainage
Completed December 2025

E) Garden City UFSD concrete slab replacement:
Class of work: excavation, concrete
Completed august 2025

F) Town of East Hampton: Cantwell Court Road & Drainage project
Owner Town of East Hampton 159 Pantigo Rd East Hampton, NY 11937
Heavy& highway/road work and drainage
DB Bennet PC
Contract amount [redacted]
Class of work: asphalt, concrete, drainage, land clearing
Completed December 2025

G) Town of Oyster Bay: Hicks Avenue Phase 3
Owner Town of Oyster Bay 74 Audrey Ave, Oyster Bay
Roadway improvements, drainage, concrete Milling & paving
LKMA Engineering
Contract amount: [redacted]

H) Village of Hempstead 2024 Roadway Improvements
Roadway improvements, curb/gutter, sidewalk, drainage, milling and paving
H2M engineering
Contract amount: $[redacted]

I) Town of Brookhaven: Hilltop Drive Improvements.
Asphalt, drainage, landscape
LMKA engineering
Contract amount [redacted]

J) Town of Hempstead: PW 27-23
Owner Town of Hempstead, 1 Washington St, Hempstead, NY 11550
Heavy& highway/road work.
Cashin Associates PC
Contract amount: [redacted]
Class of work: asphalt, concrete
Date completed: June 2024

K) Town of Oyster Bay: PW 028-24
Owner Town of Oyster bay 74 Audrey Ave, Oyster Bay
Roadway improvements
Cameron Engineering
Contract Amount: [redacted]
Class of work: Paving, concrete, etc..
Date completed: July 2024

L) Town of Hempstead: PW 58-21
Owner Town of Hempstead, 1 Washington St, Hempstead, NY 11550
NV5 Engineering PC

Heavy& highway/road work
Contract amount: $[redacted]
Class of work: Drainage, asphalt, concrete, recharging basin, trenching, soil removals
Date complete: June 2023

M) Town of Hempstead: PW 35-22
Owner Town of Hempstead, 1 Washington St, Hempstead, NY 11550
Debruin Engineering PC
Heavy& highway/road work, Culvert, drainage construction
Contract amount: [redacted]
Class of work: Drainage, asphalt, concrete, trenching, culvert and drainage installation
Date complete: December 2023

N) Village of Mineola 2021 Roadway Improvements
Owner: Village of Mineola, 155 Washington st, Mineola, NY 11501
D&B Engineers and Architects
Heavy& highway/road work
Contract amount: [redacted]
Class of work: Drainage, asphalt, concrete
Date complete: June 2022

O) Village of Mineola 2022 Roadway Improvements
Owner: Village of Mineola, 155 Washington st, Mineola, NY 11501
D&B Engineers and Architects
Heavy& highway/road work
Contract amount: [redacted]
Class of work: Drainage, asphalt, concrete
Date complete: December 2022

P) Project: Oakland Court Stormwater Drainage Improvements
Owner: Town of Hempstead, 1 Washington St, Hempstead, NY 11550
Heavy& highway/road work
NV5 engineering
Contract Amount: [redacted]
Class of work: Drainage, asphalt, concrete
Date complete: May 2022

Q) Project: Town of Hempstead PW 08-21
Owner: Town of Hempstead
Engineer: ZI Engineering
Class of work: remove asphalt, sidewalk, curb and install new asphalt roadways and sidewalk and curbs.
Location of work: various streets
Contract amount: [redacted]
Class of work: Drainage, asphalt, concrete
Date complete: October 2021

R) Project: GOSR Island Park Downtown Revitalization & Complete Streets
Owner: County of Nassau Office of Public Works, 1194 Prospect Ave, Westbury, NY 11590
The Liro Group
Heavy& highway/road work
Contract amount: [redacted]
Class of work: Drainage, asphalt, concrete
Completed: July 2022

S) Project: 2021 recon./repl Stormwater catch basins on various streets HEMV Bid #3 & Second YEAR Term, 22-23 HEMV#& Same scope& third year awarded and completed
Owner: Village of Hempstead, 99 James A Garner way, Hempstead, NY 11550
Heavy& highway/road work
Village of Hempstead Engineering
Contract amount $[redacted]
Class of work: Concrete, drainage, asphalt
Completed: September 2022 &20223 & 2024

T) Project: Landfill Transfer station slab repair
Owner: Town of Brookhaven, 1 Independence Hill Farmingville, NY
Concrete repair
LKMA engineering
Contract amount [redacted]
Class of work: Concrete
Completed: December 2023

U) Project: 2023 Park Lane Drainage upgrades
Owner: Village of Rockville Centre
Site improvements drainage
Village Of Rockville Centre engineering
Contract amount $[redacted]
Class of work: drainage, concrete
Completed: July 2023

V) Town of Hempstead: PW 24-23
Owner Town of Hempstead, 1 Washington St, Hempstead, NY 11550
Heavy& highway/road work. Drainage installation
D&B Engineers and Architects
Contract amount: $[redacted]
Class of work: Drainage, asphalt, concrete
Completed: May 2024

W) City of Long Beach, One west Chester St Long Beach, NY
Contract amount $[redacted]
Class of work: Sewer replacement, asphalt
Completed: April 2024

#11 Construction experience of principal individuals:

A) Manuel Macedo – president/ owner. 23 years' experience in construction, self-employed for last 19 years. Specializing in all phases of concrete, asphalt, drainage, and masonry work. He supervised and monitors all major projects at full capacity.

B) Kevin Degore- 25+ years' experience in road work, streetscape, asphalt, drainage. Current position- major municipality work supervisor at full capacity.

#15 List below equipment that you own that is available for the proposed work, giving present location where it may be inspected.

1.Item: Case CX
Description, year, size: excavator 2018
Condition: good condition
Years in service: 7
Present location: 685 Station Rd Bellport,
2. Item: Hyndai
Description, year, size: excavator 2019
Condition: good condition
Years in service: 6
Present location: 685 Station Rd Bellport
3. Item: CAT paver
Description, year, size: roller, CB 34 paver
Condition: good condition
Years in service: 5
Present location: 685 Station Rd Bellport
4. Item: Leeboy paver
Description, year, size: paver 2022
Condition: good condition
Years in service: 2
Present location: 685 Station Rd Bellport
5. Item: Dynapc roller
Description, year, size: roller 2022
Condition: good condition
Years in service: 2
Present location: 685 Station Rd Bellport
6. Item:Kenworth
Description, year, size: roll off truck 2016
7. Much more completely owned equipment and trucks, too much to list. Can provide if lowest bidder.

Manuel C. Macedo
[redacted]

Phone: (516) 852-4593 **E-mail: macedomanuel14@gmail.com**

Professional Goal:
Continue to leverage my 25+ years of experience in the road construction industry to guide projects from inception to completion

Employment Skills & History:

Macedo Contracting Services Inc. 2004-Present
(former company name Macedo Construction Corp)

- Owner and full-on executive and on-site supervisor for successful Roadway reconstruction, concrete, asphalt, drainage, foundation work, concrete site work, landscape and more.
- Estimate/bid projects, read blue prints, take-offs
- Proven ability to complete municipal/site-work with jobs ranging between $1M - $7M on-time and under budget
- Ability to maximize daily production by motivating crews and building a strong network of relationships with townships, engineers and industry professionals (i.e. Town of Hempstead, Town of Brookhaven, Nassau DPW, Liro Group, Cameron Engineering, D&B etc.)
- Independent, creative problem solver, focusing on efficient use of resources with strict adherence to safety protocols
- Proven ability to troubleshoot and negotiate creative solutions between contractors and townships/Engineering team/ owners representative

Significant Accomplishments:
-NCDPW: Parking Field #14 & South Rd Improvements- Full site renovation, drainage, asphalt, concrete, plantings, signs, fencing . Completed December 2025. Project Amount [redacted]
- Village of Hempstead 2024 Roadway Improvements- Roadway improvements, curb/gutter, sidewalk, drainage, milling and paving. H2M engineering. Project Amount [redacted] Completed over Million dollars under budget.
- Town of Hempstead: PW 35-22 Culvert and Drainage and Roadway Improvements to Washington Ave Area, North Bellmore. Heavy& highway/road work, Culvert, drainage construction. Project amount: [redacted] complete dunder budget. [redacted]

Professional Associations:
Member of Local 138 Operating Engineers
30+Hour OSHA Certification
Class "A" CDL Drivers License

References Available Upon Request

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Macedo Contracting Services Inc

2. Amount requiring NIFA approval: $6,272,409.00

Amount to be encumbered: $6,272,409.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to Twelve (12) months from NTP

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)
Capital Improvement Fund (CAP)	X	Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	Yes
Has the County Legislature approved the borrowing?	Yes
Has NIFA approved the borrowing for this contract?	No

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This contract will repair the Supreme Court Loading Dock including the loading dock underpass and the adjoining ramps of the Nassau County Supreme Court building as well as walkways along the North, East, West and South sides of the building.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN 08/14/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

DEPARTMENT OF PUBLIC WORKS

Inter-Departmental Memo

TO: Contract File

FROM: Jane Houdek, Esq.
Designated DCCO

DATE: July 10, 2026

SUBJECT: Contract No: H90059-01G
Macedo Contracting Services Inc.
Supreme Court Loading Dock Rehabilitation
Responsibility Determination Memorandum

DPW Summary Finding

It is the Department's opinion that based on the information known to the Department and summarized in this memorandum, the vendor is a responsible contractor for the purpose of being awarded the above-referenced contract.

NYS Standard for State and Municipal Contract Approval

Prior to the award of a contract, New York State agencies and political subdivisions are required to make a determination of responsibility of the proposed vendor. State Finance Law §163 (9) (f); Highway Law §38; Public Building Law §8; General Municipal Law §103. General Municipal Law §103 requires the County to award contracts to a "responsible bidder" but does not define that term. However, the State Finance Law, which is the analogous law for contracting by New York State agencies, defines responsible as: "financial ability, legal capacity, integrity and past performance of a business entity and as such terms have been interpreted relative to public procurements." NY CLS St. Fin §163 (1) (c). This standard is equivalent to the standard applied to procurements pursuant to NYGML §103. *Matter of AAA Caring & Rubbish Removal, Inc. v. Town of Southeast* 17 N.Y. 3d 136 (2011)

The NY State Office of General Services employees the FLIP analysis -financial ability, legal capacity, integrity and past performance – to meet its obligation to make a responsibility determination.

Application of the FLIP test

As explained in this memorandum, the FLIP test can be used to evaluate a vendor's responsibility.

1. Financial and Organizational Capacity
   The Department has reviewed materials supplied by the vendor as required by the bid documents and is satisfied that the vendor has met the financial and organizational capacity as required by the bid documents.

2. Legal Authority
   Vendor is not debarred. Vendor possesses requisite licenses.

3. Integrity
Vendor possesses requisite business integrity-analysis of vendor information described in later portion of this memorandum.

4. Past Performance
Based upon the vendor's prior performance on County contracts, as well as a check of vendor's reference, vendor is qualified to perform the work for the above-referenced contract.

Nassau County Procurement Policy Requirements

Similarly, the Nassau County Procurement Policy states that, "a vendor is deemed responsible to be awarded a contract when it has demonstrated that it has the integrity and capacity to perform the required services on behalf of the County." Nassau County Procurement Policy at Appendix E. Appendix E goes on to state that factors to consider in determining the responsibility of a vendor include financial resources, organizational capacity, a satisfactory record of performance and a satisfactory record of business integrity - an analysis identical to the FLIP test.

For purposes of its consideration of responsibility, the County requires potential vendors to submit vendor disclosure forms. Those forms are used by the Department as a tool when conducting a vendor responsibility review with the intent of determining "if there exists any material adverse information impacting the vendor's capacity or integrity." Quoting Appendix E.

The following is quoted from Appendix E:

> For adverse information to be considered a factor in a vendor responsibility review, the information must be found to be material. Not all adverse information may be material. Materiality is greater for more recent events than for less recent ones, and materiality is greater for events concerning services more closely related to those required by the County than services that are less so. An event is considered most material when it concerns services equivalent or similar to those required by the County, has occurred recently, occurred in close geographic proximity to the County, and involves one or more individuals or organizational departments that may be involved in the conduct of the County contract. Also relevant in this assessment is whether the event involves a relatively large or small amount of money, services or product; whether the event involves a threat to life, health, safety, or property, whether criminality or possible criminality is involved; and the quantity of adverse information. In addition, any adverse information discovered by a department, which should have been, but was not disclosed by the vendor on the appropriate disclosure form(s) may be considered material.
>
> Examples of adverse information that may not be considered material include adverse social media posts or poor reviews of a company posted on the internet. In addition, adverse information that occurred and/or was resolved more than five years ago generally is not considered material, although once such information has been identified the department conducting the review should investigate whether any similar subsequent event(s) occurred that may be subject to further analysis or suggesting a concern regarding the vendor's corporate culture.
>
> A finding of nonresponsibility has significant implications for the vendor, since subsequent to that

determination the vendor must disclose it in future solicitation responses to public entities. Therefore, the finding must be based upon evidence of a sufficiently severe failure of capacity and/or integrity on the part of the vendor. Any adverse information which is not deemed to be sufficient for a finding of nonresponsibility must be demonstrated by the vendor to have been addressed sufficiently through

implementation of corrective actions and/or plans to ensure that the adverse event(s) shall not impact or recur during the conduct of the County contract under consideration. Corrective actions that may be considered in this regard include, but are not limited to, termination of the employee(s) involved, introduction of new policies and procedures, employee trainings, reorganization of the vendor's structure, introduction of new internal or external monitors, payment of all fines, satisfactory resolution of the matter by the investigating entity, etc.

Application of the Materiality Evaluation to Determine Vendor Integrity

As described in this memorandum, the Nassau County Procurement Policy at Appendix E identifies factors that should be considered when determining if the adverse information available about a vendor rises to level of materiality (vendor responsibility determination is dependent upon material information).

Adverse Information Review

Vendor reports that pursuant to a 2021 Consent Judgement with the U.S. Department of Labor, Vendor violated the Fair Labor Standards Act (FLSA) by not paying employees additional premium pay for overtime work and for not keeping employment records as required by FLSA. Vendor paid $1,040,346.25 for back wages penalty and interest. Additionally, Vendor entered into a Confession of Judgement with the New York State Commissioner of Labor paying $170,512.40 to the NYS Labor Commissioner for violating New York Labor law by failing to pay wages stemming from the same actions that were the basis of the U.S. Department of Labor Consent Judgement. Vendor has provided the attached explanation of the violations and the actions it has taken to prevent a reoccurrence of similar violations and ensure general labor law compliance.

In response to Super Storm Sandy flooding, Vendor completed a drainage and streetscape contract for the County to mitigate the impacts of future storms. There were no labor law compliance issues and vendor's work performance was good – the highest rating on the Department's contactor evaluation form (see attached evaluation form). Currently, the Vendor is performing work on two County contracts, the Quaker Meeting house Road Improvement and Parking Lot Repavement. The DPW Engineer has informed me that the Vendor is doing excellent work. Additionally, Vendor has worked for the following local municipal entities: Village of Hempstead, Town of East Hampton, and the Town of Hempstead - all provided positive responses (see attached email).

These contracts are subject to the provisions of Article 8 of the New York State Labor Law. Accordingly, the County must provide certain notifications to the Commissioner of Labor, so that the NYSDOL is aware of the job and may audit compliance with prevailing wages, the Vendor must post information regarding its obligation to pay prevailing wages at the job sites, and the Vendor must submit documentation attesting to its payment of prevailing wages with each claim voucher submitted to the County. These safeguards are designed to provide employees with proper wage protection.

In response to information gathered by the County's OIG, Vendor has provided the attached explanation of USDOT vehicle "spot-check" inspection notices of violation. In all instances, the violations were remedied, or missing

SUBJECT: Contract No: H90059-01G
Macedo Contracting Services Inc.
Supreme Court Loading Dock Rehabilitation
Responsibility Determination Memo

documents were produced – most of the violations were dismissed.

The Department has concluded that the Vendor is a responsible vendor for the performance of the scope of work in Contract H90059-01G.

Jane M Houdek

Jane Houdek
Attorney for DPW

JH:jd

Houdek, Jane M

From:	Manny Macedo <mmacedo@macedoinc.com>
Sent:	Wednesday, September 18, 2024 2:48 PM
To:	Houdek, Jane M
Cc:	Cleary, Robert; Macedo Inc; Dionisio, Loretta V; Kobel, Elizabeth
Subject:	Re: FW: FW: Adverse Memo Needed: Macedo Contracting Services-T62801-01G *AND* H66309-01G plus Cleary e-mail

Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Good Afternoon Ms. Houdek and ALL:

In response to your email dated September 17th, I respectfully request your time and review of this response to further explain the details that occurred in Macedo's Department of Labor audits.

To start, there were two audits that occurred mainly at the same time. However, the Federal Department of Labor's audit period under review was February 2018 thru February 2021. Just before the conclusion of the settlement of this audit the Federal DOL requested and reviewed payroll records up to and including November 2021 -just prior to the final settlement being signed, to ensure that Macedo was currently compliant with all rules and regulations and that there were no further violations found between the ending audit period of February 2021 thru November 2021. This concluded that there were no further issues and the Federal Department of labor settled and closed the matter with the stipulation of payment agreement in November 2021. All the proof of payments and fully paid off settlement was previously provided.

The New York State Department of Labor audit reviewed February 2017 to February 2018 and February 2021 to July 2021. The New York State audit review was concluded later in June 2024. This audit ended more recently BECAUSE the New York State Department of Labor was periodically reviewing records up to and including most recently through 2024 to ensure that there were no further violations after the July 2021 audit end time period. NYS Department of Labor concluded that there were NO FURTHER violations after the audit end period of july 2021 through their last review in 2024 and finalized their conclusion of the audit and entered into the payment agreement/settlement arrangements shortly thereafter.

When these audits began in around early 2020- we worked diligently to re-structure and correct past errors and mistakes and ignorance's. To reiterate- both audits (Federal and State) required follow up review and periodic up to date records of our payroll records up to and including 2024, from all companies, just before the State closed/settled its audit and both Agencies found no violations after their initial audit review periods.

These audits did not find any prevailing wage issues. There were never and have never been prevailing wage issues found in our business conduct.

Unfortunately the settlement agreements and stipulations the Labor Agencies had signed do not go into depth about what our "side" of things were nor give any insight as to the fact that nothing done in the past by my prior organization was intentional or done in malice. It was in fact just a lack of knowledge. For a more in depth background as to why these violations even occurred, unfortunately the

main reason was inexperience with the complexities of payroll issues that can occur when you have multiple companies, and incorrect professional advice by a former accounting firm. At the time I started the original Macedo contraction inc company in 2004, it performed residential concrete work. Then in around 2016 I decided to focus more on commercial and industrial work. I was poorly l advised by a former accountant that we should form a separate company to conduct commercial work. We were also ill advised that the multiple companies would not have anything to do with one another with regards to payroll, especially since employees had different tasks at the different companies.
Since the audit's began and after retaining legal counsel to assist Macedo during these audits- we fired our previous accountant. We retained a new accounting firm, with specific extensive experience with construction firms. Having now learnt a great deal more than what was originally explained by our former accountant, I now understand and know that the Department of Labor views companies with similar owners and when employing the same employees as "one". So, any employees that work for one company, that also work for another entity with same ownership ,even if their duties and tasks are completely different, are and should be paid as if they are one full combined work week. I'm sure anyone can see how confusing this could get and it is not easy knowing all the rules nor is it common knowledge in our industry. Fortunately, we have learned that labor laws change often and are extremely extensive and it is a task all to itself to keep up with those rules and regulations, which I now strive to uphold.

Therefore several "safeguards" and multiple changes have been put into place by our organization since 2020 when the audits began and the depth of new knowledge began to be implemented.
We started our restructure and changes by closing out the original company of Macedo construction inc, and began the process to dissolve it. This took us a few years, but we started by no longer having employees. We finished any open residential contacts by subcontracting any remaining work. Then we started the lengthy process of closing and/or merging finances and assets. We also closed other businesses as well including odecam concrete supply, empire concrete pumping corp, etc. We focused only on Macedo Contracting services inc- one Operating business. We also took measures by hiring additional office administrative staff to focus solely on human resources and payroll. We retained legal counsel even after the Department of Labor audits concluded to maintain constant contact and openness about changes and questions related to Département of labor standards/ Fair labor standards Act. We also changed accounting firms a few years back, when the audits bagan, as a result of the information learnt about overtime and travel time and all the ill advice obtained prior to the audits by our former accountant.

Also, in the audits an employee made a claim that they were not paid travel time. Unfortunately we learned that the burden of proof is on the employer not the employee making allegations. And that is unfortunately where a big issue lied. In the past we did not keep extensive records and therefore allegations made by a disgruntled former employee were validated by the fact that I didn't have physical proof to refute their allegations. However, travel time/over time was proven to be paid to employees who were required to meet at our facility and drive work vehicles. However, we did not have more detailed records of "proof " that not every worker was supposed to come to the facility and travel to the job site from our facility. But one employee claimed they did, and we did not have proof that they did not or were not supposed to. This issue prompted extensive further changes. For starters, we eliminated half of our truck fleet. Making it less likely for anyone to use our trucks to get them to jobs sites. We have job site trailers that are mobilized to projects and everything needed is there, eliminating unnecessary need to travel or having employees need to travel with work trucks or materials. We installed security cameras at our facility that can show if someone is at the facility when they should not be.

The biggest and most important change we made is the extent and details of our record keeping since these audits. This of course was only able to be handled with additional office staff. The first implemented change to record keeping we initiated was requiring all employees to utilize a mobile app that is on their phones to clock in and out and track their GPS location while on duty. So there can no longer be disputed claims of over time or travel time. Everything is recorded by the employee on their app, they clock in ,clock out, take their mandatory lunch break and if they do travel from our facility to the job site -the Gps tracks that. We have been successfully utilizing this application since 2020. Furthermore, with the use of this application time cards are generated automatically. Employees are then required to review their printed times cards and sign off on their time as correct and accurate. These time cards indicate the job location each day, their hours clocked in and out and of course tracks any over time if applicable.

Other changes that were made since the audits are electronic emails everyday to all employees of the next day's schedule. These emails go out every afternoon to all employees and tell them where and what time to check in for work. In the past before we did emails, employees would sometimes unnecessarily show up at the facility even when not needed because they did not speak to or forget to speak to their supervisor the day before to find out where they needed to report the following day. This resulted in confusion and employees showing up at the facility and then going from the facility to the job and then making claims that they were owed travel time. This has not happened since 2020. Everyone is emailed where to report to. If anyone is required to report to the facility for anything it is indicated specifically in their email and they are to clock in as soon as they get to the facility. And if this results in over time, then it is all recorded.

Another safeguard which was already previously mentioned is the additional staff- and specific staff to keep maintenance and track of all employees utilizing the app every day and properly. Ensuring they sign off on their weekly time cards and that payroll is issued according to the employees time. Legal counsel on retainer specifically for Labor law and Business related issues and new accountant firm on retainer with extensive experience in the construction industry.

Another significant change we made was signing with the local unions. Since focusing exclusively on Macedo Contracting services and our municipal/ public works for the past several years we have now signed labor contracts with 2 main unions that our work force utilizes. These are now other agencies that periodically audits us and look for payroll accuracy according to labor law standards and ensure everything is accurate and in order when it comes to labor's pay.
Also, on the subject of exclusively performing municipal work now, we also produce certified payroll reports that tie to the employees time and match their time cards, so every minute and hour are accounted for as well on the certified payroll forms, which are produced every week for every project we are on.

The other important safeguard we implemented was that we do not have multiple companies or "shared employees".
The companies we have open as of today are:
Meso HoldingLLC- which is only a holding company for the facility we utilize
Auction Factory East Coast Corp: which is an online auction company I have that I myself do online auctions of repossession of items for lenders. It has no employees. It is something I do in my spare time in the off winter seasons.
Blueye logistics corp- is a trucking / hauling company I started in 2023 to subcontract trucks to haul materials. This company does not "share employees" with Macedo contracting services inc. It is run

independently from Macedo contractings with its own separate employees. As a side note, at the end of the State department of labor review, just before settlement, we offered them a review of our Blueye logistics payroll records and they concluded there were no shared employes and no link between Macedo contracting services and Blueye logistics, and therefore no issues existed with regards to labor standards

So, at this time Macedo Contracting Services Inc. is the main company that I maintain with a labor force of machine operators and laborers and masons. These employees that work for MACEDO do not work for any of my other businesses listed above.

Respectfully, being that I started my first business, Macedo construction inc, over 24 years ago and have maintained in business for this long, it would be inevitable to have been the subject to any kind of audit,even by the department of labor. I honestly do not know anyone in the construction industry that has been around as long as myself that has not at one time or another been subject to a review by the Department of labor.
But I can only speak for my specific experience and that is that I started my first company when I was only 20 years old. I built something on my own and kept it a small tight family business with only myself and my wife for the first 17 years. When we saw the expansion and our growth happening obviously more and more had to be learned and more administrative staff was hired. But like many things in life, sometimes you don't learn something until it's too late, and ignorance is no excuse for what occurred in the past. But it was not intentional, not malicious. I honored the audit results and paid all that was required and continue to do so. And all of the above described safeguards and measures have been in full effect since. I lived and learned through the experience and only came out better and more efficient and maintain no further issues with the department of labor.

I apologize if my email is excessively long and drawn out. But, my business is my life, and it is all very personal to me, so I hope this explains all that is needed.

Again, please keep me informed as to any review or meeting on the awards of these contracts so that I can make myself available and attend and /or respond to any further questions anyone might have.

SIncerely,

Manuel Macedo

On Tue, Sep 17, 2024 at 12:05 PM Houdek, Jane M <jhoudek@nassaucountyny.gov> wrote:

Mr. Macedo

Please provide a detailed explanation of why the Fair labor Standard Act violations occurred and the efforts you have made to ensure that your companies comply with labor laws include the Fair Laor Standards Act. When the Nassau county Contracts Inspector General sees that a vendor has violated laws such as the Fair Labor Standards Act it will require the vendor to explain why the violations occurred and the safeguards the vendor has put in place to make sure the violations do not reoccur.

Thank you

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONTRACTOR EVALUATION FORM (Interim/Final)

Contract No.: H61139-01G

Number of Prime Contracts: 1

Contract Desc: Installation of Drainage Structures and Bulbouts, and placement of Rain Gardens

Contract Type: Drainage & Streetscape

Contract Amt: $1,283,120.50

Firm's Name: Macedo Contracting Services

Vendor I.D.: [redacted]

Address: PO Box 64 Ronkonkoma NY 11779

Contract Completion Date: 07/18/2022

Evaluate: [Good (G); Satisfatory (S); Unsatisfactory (U) or Not Applicable (n/a)]

Work Quality	G	Physical Facilities	G
Reliability	G	Technical Ability	G
Accountability	S	Record Keeping	S
Achieving Schedule	G	Cooperation	G
Substitution of Materials	G	Supervision	G
Attendance at Meetings	G	Organization	S
Litigation (Y/N)	NA	Adequacy of Personnel	S
Compliance with Contract	S	Safety Compliance	S

Overall Performance: G

Comments (Mandatory for U Ratings)

Rated by: James Caruso

Title: Project Manager II

Date: 07/18/2022

Reviewed by: Richard Iadevaio

Date: 8/10/22

ver March 2017

Houdek, Jane M

From: Hagan, Michael
Sent: Wednesday, September 18, 2024 7:20 AM
To: Pecora, Joseph; Houdek, Jane M
Cc: Lutz, Harold
Subject: RE: FW: FW: Adverse Memo Needed: Macedo Contracting Services-T62801-01G *AND* H66309-01G plus Cleary e-mail

Jane

I reached out to the agencies listed below. Village of Hempstead stated that they perform good work and in a timely manner. If there was a problem with a project, they would fix it. They have no complaints. Statement came from Frank Germinaro, Director of Public Works. I spoke to Gennie Carroza, Senior Purchasing Agent for the Town of East Hampton. She stated that they had no complaints. All work was done in a timely manner. Whenever a strict deadline was given, they finished the work on time. For the Town of Hempstead, I spoke to Jeff Tierney, the Deputy Commissioner of Engineering. He stated that they are ok and completed their jobs in a timely manner. All three did not have an issue with them paying their employees. At the current time, I am waiting for Town of Oyster Bay to return my call.

Let me know if you need anything else.

Thanks
Mike

From: Pecora, Joseph <JPecora@nassaucountyny.gov>
Sent: Tuesday, September 17, 2024 8:37 AM
To: Hagan, Michael <mhagan@nassaucountyny.gov>
Cc: Lutz, Harold <hlutz@nassaucountyny.gov>
Subject: FW: FW: FW: Adverse Memo Needed: Macedo Contracting Services-T62801-01G *AND* H66309-01G plus Cleary e-mail

Please reach out asap and let jane know your findings . this is for the roundabout.

From: Houdek, Jane M <jhoudek@nassaucountyny.gov>
Sent: Monday, September 16, 2024 4:41 PM
To: Pecora, Joseph <JPecora@nassaucountyny.gov>
Subject: FW: FW: FW: Adverse Memo Needed: Macedo Contracting Services-T62801-01G *AND* H66309-01G plus Cleary e-mail

In the attached email Mr. Macedo refers to ongoing work with "Village of Hempstead, Town of East Hampton, Town of Oyster Bay, Town of Hempstead and more."
Please have the PM check with these entities and ask about Macedo's work – on time, without incident, no issues related to paying employees etc.

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, manuel macedo state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Macedo Contracting Servies inc

Vendor's Address: 685 Station Rd Bellport NY US 11713

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 05/29/2026 11:12:51 am

Lobbyist Registration and Disclosure Form: 05/29/2026 11:13:25 am

Business History Form certified: 07/15/2026 11:01:21 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 07/10/2026 11:04:23 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	manuel macedo [MMACEDO@MACEDOINC.COM]
Date Certified	07/08/2026 05:08:58 pm

I, manuel macedo hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Manuel Macedo MMACEDO@MACEDOINC.COM

Name

President

Title

Macedo Contracting Services inc

Name of Submitting Entity

07/15/2026 02:54:58 pm

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 04/24/2026

1) Proposer's Legal Name: Macedo Contracting Services Inc

2) Address of Place of Business: 685 Station Rd

City: Bellport State/Province/ Territory: NY Zip/Postal Code: 11713

Country: US

Address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]

Country: US

Start Date: End Date:

3) Mailing Address (if different): PO Box 64

City: ronkonkoma State/Province/ Territory: NY Zip/Postal Code: 11779

Country: US

Phone: (631) 698-1120

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [X] NO [ ] If yes, please provide details:

Macedo Contracting Services operates out of a property-Rents space in the building and land owned by Meso Holding LLC. Within the same building/ warehouse 2 of my other businesses also rent space from Meso Holding LLC. Those other businesses being Auction Factory Eats coast and Blueye Logistics corp.

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

Active Businesses:
Auction Factory East Coast Corp. - unrelated to Macedo Contracting's operation's. Incorporated in 2020. It's an online auction company. it repossessed items for lenders and auctions off.
Blueye Logistics Corp. - Trucking/ hauling company. Incorporated in 2023- active
Meso Holding LLC 2017-current. Real estate holding company where Macedo Contracting Services inc. , Auction Factory East Coast Corp and Blueye Logistics Corp - all operate out of.

The following businesses are all closed/dissolved and unrelated to Macedo contracting Servcices's current operations : Almac House Lifting Inc; Empire Concrete Pumping Corp.; Indigo Restaurants Inc; Odecam concrete supply corp.; Liv Reis Costa Inc.
Macedo Construction Inc which was named together in DOL audit with Macedo contracting Services ins is also Close/ Disolved at this time.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action

taken.

U.S. Department of Labor audit that resulted in a Consent Judgment as a result of a settlement which has been fully satisfied and paid in full and matter closed. Also a subsequent New York Department of Labor audit which resulted in a monetary settlement agreement has also been fully satisfied under the terms of the settlement agreement. These audits did not find any prevailing wage issues. The violations involved unpaid travel time and overtime in mixed use of employees in different companies that shared the same ownership.
These audits that found overtime violations were for 2016 to 2019 time periods under the company called Macedo Construction inc. - which is no longer an active company, since been dissolved.
During the time periods of the Federal department of labor audit none of my companies, Macedo construction inc nor my current company Macedo contracting services inc were even involved in federal or state work that required prevailing wage pay

4 File(s) uploaded: EMAIL CONFIRMING PAID IN FULL CLOSED.pdf, Proof of payments submitted paid in full.pdf, settlement paperwork (fully signed).pdf, signed consent judgment.pdf

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

Manuel Macedo admitted to violations of the Fair Labor Standards Act in the Consent Judgment that resulted from the U.S. Department of Labor investigation settlement. as a result of a settlement which has been fully satisfied and paid in full and matter closed. Also a subsequent New York Department of Labor audit which resulted in a monetary settlement agreement has also been fully satisfied under the terms of the settlement agreement. See same attachments as question #13

2 File(s) uploaded: EMAIL CONFIRMING PAID IN FULL CLOSED.pdf, Proof of payments submitted paid in full.pdf

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Macedo Contracting Services Inc would assure the County that no conflict of interest would exist in the future by insuring that none of the listed situations in question 17 part A would change or arise during the course of our contract with the County. Or otherwise would notify the County immediately if something if the situation was to change.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

08/26/2016

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Manuel Macedo, [redacted], president, vice president, treasure, secretary, chief exec, officer.

iii) Name, address and position of all officers and directors of the company. If none, explain.

Manuel Macedo, [redacted], president, vice president, treasure, secretary, chief exec, officer.

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

10

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Between my current company Macedo contracting services and former businesses i have maintained a successful business generating combined revenues of over 8 million per year.
With great relationships in private and public sectors of construction industry

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

10

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

10 years under macedo contracting services, 17 years under former company (now dissolved) macedo construction inc doing business in new york

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	debruin Engineering		
Contact Person	Jorge Aguirre, PE		
Address	1400 Old COuntry Rd		
City	Westbury	State/Province/Territory	NY
Country	US		
Telephone	(516) 513-1313		
Fax #			
E-Mail Address	jaguirre@debruinengineering.com		

Company	Town of Hempstead		
Contact Person	Brian Kunzig		
Address	350 Front Street		
City	Hempstead	State/Province/Territory	NY
Country	US		
Telephone	(516) 489-5000		
Fax #			
E-Mail Address	briakun@hempsteadny.gov		

Company	Village of Freeport		
Contact Person	Anthony Esposito		
Address	46 North Ocean Ave		
City	Freeport	State/Province/Territory	NY
Country	US		
Telephone	(516) 377-2233		
Fax #	(631) 698-3032		
E-Mail Address	aesposito@freeportny.gov		

I, manuel macedo , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, manuel macedo , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: macedo Contracting Services inc

Electronically signed and certified at the date and time indicated by:
Manuel macedo MMACEDO@MACEDOINC.COM

President
Title

07/15/2026 11:01:21 am
Date

STIPULATION OF SETTLEMENT

WHEREAS, on or around July 22, 2021 through March 22, 2024, the New York State Department of Labor ("NYSDOL") investigated the following person(s) and/or business entity(ies), collectively referred to hereafter as "the Employer:" Manuel C. Macedo and Macedo Construction, Inc. and Macedo Contracting Services, Inc.; and

WHEREAS, the NYSDOL has found that the Employer was in violation of the following statutes and regulations, among others: Labor Law §661, §191.1a and §195.1 and

WHEREAS, the NYSDOL has issued Notices of Labor Law Violations and Recapitulation Sheets, copies of which are attached hereto, to the Employer; and

WHEREAS, the NYSDOL has determined that the Employer has failed to pay a total of $146,967.70 in wages and/or wage benefits to current and/or former employees for the collective period from February, 2017 to February, 2018 and February, 2021 to July, 2021 as set forth in the attached Recapitulation Sheets; and

WHEREAS, the NYSDOL has assessed an additional amount of $36,742.05 in liquidated damages pursuant to Labor Law §663(2); and

WHEREAS, the NYSDOL has found that the Employer was in violation of recordkeeping and payment of wage requirements, as set out in Labor Law §661, §191.1a and §195.1, and has assessed civil penalties in the amount of $3,000.00 for such violations; and

WHEREAS, the Employer and the NYSDOL mutually desire to fully resolve and settle the investigation of the Employer and to avoid the time, expense and inconvenience of litigation and therefore have entered into this Stipulation of Settlement ("Stipulation") to settle the claims for unpaid wages;

IT IS HEREBY AGREED:

1. The Employer will pay a total of $170,512.94 in wages and/or wage benefits, liquidated damages, civil penalties, and interest, referred to as the "Restitution Amount." Payments will be made as follows:

PAYMENT	DUE DATE
$7,105.00	June 15, 2024
$7,105.00	July 1, 2024

$7,105.00	August 1, 2024
$7,105.00	September 1, 2024
$7,105.00	October 1, 2024
$7,105.00	November 1, 2024
$7,105.00	December 1, 2024
$7,105.00	January 1, 2025
$7,105.00	February 1, 2025
$7,105.00	March 1, 2025
$7,105.00	April 1, 2025
$7,105.00	May 1, 2025
$7,105.00	June 1, 2025
$7,105.00	July 1, 2025
$7,105.00	August 1, 2025
$7,105.00	September 1, 2025
$7,105.00	October 1, 2025
$7,105.00	November 1, 2025
$7,105.00	December 1, 2025
$7,105.00	January 1, 2026
$7,105.00	February 1, 2026
$7,105.00	March 1, 2026
$7,105.00	April 1, 2026
$7,097.94	May 1, 2026

Each payment will be paid by certified check, bank check, or money order, payable to the Commissioner of Labor and sent to:

The New York State Department of Labor
400 Oak Street, Suite 102
Garden City, NY 11530
Attention: Labor Standards

2. Macedo Contracting Services, Inc. and Manuel C. Macedo shall execute an Affidavit of Confession of Judgment in the Restitution Amount simultaneously with the execution of this Stipulation. Upon the NYSDOL's receipt of all payments set forth above, said Affidavits of Confession of Judgment will become null and void.
3. The NYSDOL will make payments to the individuals listed on the Recapitulation Sheets attached to the Agreement in the amounts set forth therein.

4. This Stipulation is intended as settlement only of the wages and/or wage benefits found to be due to the employees set forth in the attached Recapitulation Sheets for the time periods set forth therein. NYSDOL states that it will not issue future assessments against the Employer for unpaid wages and/or wage benefits due to any of the employees included in the Recapitulation Sheets for the periods covered therein, but reserves the right to investigate any claims of wages and/or wage benefits due to: other employees during any time period; or, the employees set forth in the attached Recapitulation Sheets for time periods other than those set forth therein.
5. The Employer shall be in default of this Stipulation if the Employer fails to make any payment as set forth in Paragraph One above within ten days of the date such payment is due. If the Employer fails to deliver payment, the NYSDOL may, without further notice, enter with the Clerk of the appropriate County(ies) any or all of the forementioned Affidavits of Confession of Judgment, giving credit for any monies already paid.
6. The Parties agree that this Stipulation shall serve as final settlement of this matter and that no Party shall seek or take further review, action, redress or appeal of or regarding such matter in or before the New York State Industrial Board of Appeals or any other court or forum except as may be necessary to enforce the terms of this Stipulation.
7. If any term, provision, covenant or restriction contained in this Stipulation, or any part thereof, is held by a court of competent jurisdiction or any foreign, federal, state, county or local government or any other governmental regulatory or administrative agency or authority or arbitration panel to be invalid, void, unenforceable or against public policy for any reason, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect.
8. The foregoing terms constitute the full and complete agreement among/between the NYSDOL and the Employer and no other promise, stipulation or agreement has been made by or between them, verbally or in writing.
9. The Employer hereby represents that it was represented by legal counsel, Matthew Cohen, Esq. of Kaufman Dolowich LLP at all times during settlement negotiations.

IN WITNESS WHEREOF, this Stipulation is made in duplicate, and the parties have affixed their signatures hereto:

Dated: ~~May~~ June 24, 2024

Angela Dean
Supervising Labor Standards Investigator
New York State Department of Labor
Division of Labor Standards
400 Oak Street, Suite 102
Garden City, N.Y. 11530

Dated: ~~May~~ June 12, 2024

Manuel C. Macedo, Individually and as an officer of
Macedo Contracting Services, Inc.
P.O. Box 64
Ronkonkoma, NY 11779

----------X

THE COMMISSIONER OF LABOR
OF THE STATE OF NEW YORK,

Plaintiff

AFFIDAVIT OF
CONFESSION OF
JUDGMENT

-against-

Manuel C. Macedo

Defendant

----------X

STATE OF NEW YORK)
) ss:
COUNTY OF SUFFOLK)

Manuel C. Macedo, being duly sworn, deposes and says the following:

1. That I am a resident of the State of New York, County of _____.

2. That I was the employer of various employees for the collective period from February, 2017 to February, 2018 and February, 2021 to July, 2021 and failed to pay all wages required to be paid to such employees pursuant to the Labor Law of the State of New York, such unpaid wages amounting to $146,967.70. The Commissioner of Labor of The State of New York (hereinafter referred to as "Commissioner") additionally assessed liquidated damages in the amount of $22,045.24 plus penalties in the amount of $1,500.00 the total amount due being $170,512.94.

3. That I hereby confess that the sum of $170,512.94 is thereby due and owing to the Commissioner and authorize the Commissioner to enter judgment, pursuant to Section 3218 of the Civil Practice Law and Rules of the State of New York, in the event of my failure to comply with any term of the aforementioned Stipulation of Settlement, for such sum less any payments that may have been made between the date of execution of this affidavit and the entry of judgment, in the County of Suffolk in the State of New York, or in any other county, state, or other jurisdiction in which I may reside or have an office for the transaction of business at the time of such entry.

Sworn to before me this
12 day of MAY 2024

Manuel C. Macedo

SANDRA PIMENTEL
Notary Public, State of New York
No. 01PI6129920
Qualified in Suffolk County
Commission Expires July 5, 2025

----------X

THE COMMISSIONER OF LABOR
OF THE STATE OF NEW YORK,

Plaintiff

-against-

Macedo Contracting Services, Inc.

Defendants

AFFIDAVIT OF
CONFESSION OF
JUDGMENT

----------X

STATE OF NEW YORK)
) ss:
COUNTY OF SUFFOLK)

Manuel C. Macedo, being duly sworn, deposes and says the following:

1. That I am a resident of the State of New York, County of _____.

2. That I am an officer of Macedo Contracting Services, Inc. I have the power and authority to enter into this Confession of Judgment on behalf of each such entity.

3. That Macedo Contracting Services, Inc. having an office for the transaction of business in the State of New York, County of Suffolk, was the employer of various employees for the collective period February, 2017 to February, 2018 and February, 2021 to July, 2021 and failed to pay all wages required to be paid to such employees pursuant to the Labor Law of the State of New York, such unpaid wages amounting to $146,967.70. The Commissioner of Labor of The State of New York (hereinafter referred to as "Commissioner") additionally assessed liquidated damages in the amount of $22,045.24 plus penalties in the amount of $1,500.00 the total amount due being $170,512.94.

4. That Macedo Contracting Services, Inc. hereby confesses that the sum of $170,512.94 is thereby due and owing to the Commissioner and authorizes the Commissioner to enter judgment, pursuant to Section 3218 of the Civil Practice Law and Rules of the State of New York, in the event of Macedo Contracting Services, Inc.'s failure to comply with any term of the aforementioned Stipulation of Settlement, for such sum less any payments that may have been made between the date of execution of this affidavit and the entry of judgment, in the County of Suffolk in the State of New York, or in any other county, state, or other jurisdiction in which Macedo Contracting Services, Inc. may have an office for the transaction of business at the time of such entry.

Sworn to before me this
12 day of June, 2024

SANDRA PIMENTEL
Notary Public, State of New York
No. 01PI6129920
Qualified in Suffolk County
Commission Expires July 5, 20 25

Manuel C. Macedo, as duly authorized officer
of Macedo Contracting Services, Inc.

EXHIBIT B

Payment Schedule

	Date Due	Amount Type	Principal Amount Due	Post-Judgment Interest Due	Total Due
1)	11/15/2021	Liquidated Damages	$150,000.00	$0.00	$150,000.00
2)	12/15/2021	Liquidated Damages	$45,840.36	$692.50	$46,532.86
3)	1/15/2022	Liquidated Damages	$45,878.56	$654.30	$46,532.86
4)	2/15/2022	Liquidated Damages	$45,916.79	$616.07	$46,532.86
5)	3/15/2022	Liquidated Damages	$45,955.06	$577.80	$46,532.86
6)	4/15/2022	Liquidated Damages	$45,993.35	$539.51	$46,532.86
7)	5/15/2022	Liquidated Damages	$46,031.68	$501.18	$46,532.86
8)	6/15/2022	Liquidated Damages	$46,070.04	$462.82	$46,532.86
9)	7/15/2022	Liquidated Damages	$17,812.76	$165.53	$17,978.29
10)	7/15/2022	Back Wages	$28,295.67	$258.90	$28,554.57
11)	8/15/2022	Back Wages	$46,146.86	$386.00	$46,532.86
12)	9/15/2022	Back Wages	$46,185.31	$347.55	$46,532.86
13)	10/15/2022	Back Wages	$46,223.80	$309.06	$46,532.86
14)	11/15/2022	Back Wages	$46,262.32	$270.54	$46,532.86
15)	12/15/2022	Back Wages	$46,300.87	$231.99	$46,532.86
16)	1/15/2023	Back Wages	$46,339.46	$193.40	$46,532.86
17)	2/15/2023	Back Wages	$46,378.07	$154.79	$46,532.86
18)	3/15/2023	Back Wages	$46,416.72	$116.14	$46,532.86
19)	4/15/2023	Back Wages	$46,455.40	$77.46	$46,532.86
20)	5/15/2023	Back Wages	$46,494.12	$38.75	$46,532.87
	6/15/2023	Civil Money Penalties	$52,346.25	$903.51	$53,249.76
		TOTALS	**$1,033,343.45**	**$7,497.80**	**$1,040,841.25**

Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD CMP Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Tue, Apr 18, 2023 at 10:23 AM

An official email of the United States government

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD CMP Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID: [redacted]

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: $53,249.76
Payment Date: 04/19/2023

Account Type: Business Checking
Routing Number: [redacted]
Account Number: [redacted]

Transaction Date: 04/18/2023 10:23:33 AM EDT
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: Macedo Construction inc
CMP Case Number 1: 1897401
Act 1: FLSA
Date of Assessment 1: 11/10/2021
Amount 1: $53,249.76
CMP Case Number 2:
Act 2:
Date of Assessment 2:
Amount 2:

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.

Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service

Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Mon, Apr 17, 2023 at 11:28 AM

An official email of the United States government

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID: [redacted]

Account Holder Name: macedo constructcion inc
Transaction Type: ACH Debit
Transaction Amount: $46,532.87
Payment Date: 04/18/2023

Account Type: Business Checking
Routing Number: [redacted]
Account Number: [redacted]

Transaction Date: 04/17/2023 11:28:58 AM EDT
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: Macedo Construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/01/2021
Payment Amount 1: $46,532.87
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Thu, Mar 30, 2023 at 11:10 AM

An official email of the United States government

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID: [redacted]

Account Holder Name: macedo constructcion inc
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 03/31/2023

Account Type: Business Checking
Routing Number: [redacted]
Account Number: [redacted]

Transaction Date: 03/30/2023 11:10:46 AM EDT
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: Macedo Construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Fri, Mar 10, 2023 at 3:27 PM

An official email of the United States government

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID: [redacted]

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 03/13/2023

Account Type: Business Checking
Routing Number: [redacted]
Account Number: [redacted]

Transaction Date: 03/10/2023 03:27:47 PM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: Macedo Construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Wed, Feb 15, 2023 at 1:00 PM

An official email of the United States government

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID: [redacted]

Account Holder Name: [redacted]
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 02/16/2023

Account Type: Business Checking
Routing Number: [redacted]
Account Number: [redacted]

Transaction Date: 02/15/2023 01:00:19 PM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: Macedo Construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Fri, Jan 13, 2023 at 4:19 PM

An official email of the United States government

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID: [redacted]

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 01/17/2023

Account Type: Business Checking
Routing Number: [redacted]
Account Number: [redacted]

Transaction Date: 01/13/2023 04:19:23 PM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Tue, Dec 6, 2022 at 12:33 PM

An official email of the United States government

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID: [redacted]

Account Holder Name: [redacted]
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 12/07/2022

Account Type: Business Checking
Routing Number: [redacted]
Account Number: [redacted]

Transaction Date: 12/06/2022 12:33:55 PM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Tue, Nov 8, 2022 at 5:13 PM

An official email of the United States government

Pay.gov

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID: [redacted]

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 11/09/2022

Account Type: Business Checking
Routing Number: [redacted]
Account Number: [redacted]

Transaction Date: 11/08/2022 05:13:26 PM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Fri, Oct 7, 2022 at 11:35 AM

An official email of the United States government

Pay.gov

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID: [redacted]

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 10/11/2022

Account Type: Business Checking
Routing Number: [redacted]
Account Number: [redacted]

Transaction Date: 10/07/2022 11:35:07 AM EDT
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.

Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service

Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Tue, Sep 13, 2022 at 11:37 AM

An official email of the United States government

Pay.gov

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID: [redacted]

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 09/14/2022

Account Type: Business Checking
Routing Number: [redacted]
Account Number: [redacted]

Transaction Date: 09/13/2022 11:37:07 AM EDT
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.

Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Sun, Jul 17, 2022 at 8:39 AM

An official email of the United States government

Pay.gov

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID: [redacted]

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 07/19/2022

Account Type: Business Checking
Routing Number: [redacted]
Account Number: [redacted]

Transaction Date: 07/17/2022 08:39:11 AM EDT
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service

Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Mon, Jun 20, 2022 at 1:48 PM

An official email of the United States government

Pay.gov

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID: [redacted]

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 06/22/2022

Account Type: Business Checking
Routing Number: [redacted]
Account Number: [redacted]

Transaction Date: 06/20/2022 01:48:41 PM EDT
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $17,978.29
BW Case Number 2: 1897401
Date of Assessment 2: 11/10/2021
Payment Amount 2: $28,554.57

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.

Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Mon, Jun 6, 2022 at 11:40 AM

An official email of the United States government

Pay.gov

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID: [redacted]

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 06/07/2022

Account Type: Business Checking
Routing Number: [redacted]
Account Number: [redacted]

Transaction Date: 06/06/2022 11:40:22 AM EDT
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.

Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Wed, Apr 27, 2022 at 1:59 PM

An official email of the United States government

Pay.gov

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID: [redacted]

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 04/28/2022

Account Type: Business Checking
Routing Number: [redacted]
Account Number: [redacted]

Transaction Date: 04/27/2022 01:59:47 PM EDT
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - MW Region

1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Thu, Mar 31, 2022 at 10:52 AM

An official email of the United States government

Pay.gov

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - MW Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID: [redacted]

Account Holder Name: [redacted]
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 04/01/2022

Account Type: Business Checking
Routing Number: [redacted]
Account Number: [redacted]

Transaction Date: 03/31/2022 10:52:28 AM EDT
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.

Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Thu, Feb 24, 2022 at 1:07 PM

An official email of the United States government

Pay.gov

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID: [redacted]

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 02/25/2022

Account Type: Business Checking
Routing Number: [redacted]
Account Number: [redacted]

Transaction Date: 02/24/2022 01:07:15 PM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.

Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service

Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Tue, Feb 1, 2022 at 3:04 PM

An official email of the United States government

Pay.gov

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID: [redacted]

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 02/02/2022

Account Type: Business Checking
Routing Number: [redacted]
Account Number: [redacted]

Transaction Date: 02/01/2022 03:04:47 PM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: MACEDO CONSTRUCTION INC
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service

Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Tue, Jan 4, 2022 at 11:13 AM

An official email of the United States government

Pay.gov

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID: [redacted]

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 01/05/2022

Account Type: Business Checking
Routing Number: [redacted]
Account Number: [redacted]

Transaction Date: 01/04/2022 11:13:29 AM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: Macedo Construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service

Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Wed, Dec 15, 2021 at 10:50 AM

An official email of the United States government

Pay.gov

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID: [redacted]

Account Holder Name: sandra Pimentel
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 12/16/2021

Account Type: Business Checking
Routing Number: [redacted]
Account Number: [redacted]

Transaction Date: 12/15/2021 10:50:13 AM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: Macedo Construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.

Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Fri, Nov 12, 2021 at 1:49 PM

An official email of the United States government

Pay.gov

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID: [redacted]

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: $150,000.00
Payment Date: 11/15/2021

Account Type: Business Checking
Routing Number: [redacted]
Account Number: [redacted]

Transaction Date: 11/12/2021 01:49:39 PM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: Macedo Construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $150,000.00
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

MARTIN J. WALSH, Secretary of Labor, United States Department of Labor, Plaintiff, v. MACEDO CONSTRUCTION INC.; MACEDO CONTRACTING SERVICES, INC.; ODECAM CONCRETE SUPPLY CORP.; and MANUEL MACEDO, individually, Defendants.	:	**CONSENT JUDGMENT** Civil Action No. 21-

1. Plaintiff, MARTIN J. WALSH, the Secretary of Labor ("Plaintiff"), has filed its Complaint and Defendants MACEDO CONSTRUCTION, INC., MACEDO CONTRACTING SERVICES, INC., ODECAM CONCRETE SUPPLY CORP., and MANUEL MACEDO ("Defendants") appeared by Counsel, waived their answer, and agree to the entry of this Consent Judgment without contest.

2. Defendants agree that they are a covered enterprise under sections 3(r) and 3(s) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. § 201 *et seq.*) (the "Act" or the "FLSA") and that the provisions of the Act apply to Defendants.

3. Defendants agree that Defendant Manuel Macedo regulated the employment of all persons employed by him and is thus an employer within the meaning of section 3(d) of the Act.

4. Defendants submit to the jurisdiction of this Court over them and over the subject matter of this action. Defendants admit that this Court has the authority to enter and enforce this Order and that this Court is the most appropriate venue for any enforcement action which may be required as a result of this Order.

5. Defendants acknowledge and admit that they violated certain provisions of the Act. Specifically, Defendants acknowledge and admit that between February 9, 2018 through February 6, 2021, certain employees routinely worked in excess of 40 hours per week without receiving additional premium pay for overtime hours.

6. Defendants further acknowledge and admit that between February 9, 2018 through February 6, 2021, they did not make, keep and preserve all records of wages, hours, and other conditions and practices of employment maintained by them as required by sections 11(c) and 15(a)(5) of the Act, and as prescribed by the regulations found in 29 C.F.R. Part 516 that are issued, and from time to time amended, pursuant to section 11(c) of the Act.

7. By executing this Consent Judgment, Defendants waive formal service of process of the summons and complaint. Defendants acknowledge that they have notice of, and understand, the provisions of this Consent Judgment, and acknowledge their responsibilities pursuant to this Consent Judgment, and acknowledge that they will be subject to sanctions in contempt of this Court and may be subject to punitive damages if they fail to comply with the provisions of this Consent Judgment. This Consent Judgment hereby resolves all remaining claims in this matter.

It is, therefore, upon motion of the attorneys for Plaintiff and for cause shown ORDERED that:

I. Defendants, their officers, employees, agents, and all persons acting or claiming to act in Defendants' behalf and interest, be, and hereby are, permanently enjoined and restrained from violating the provisions of sections 7, 11(c), 15(a)(2), 15(a)(3), and 15(a)(5) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. § 201 et seq.) ("the Act"), in any of the following manners:

(1) Defendants shall not, contrary to section 7 of the Act, employ any of their non-

exempt employees in any workweek for workweeks longer than the hours now, or which in the future become, applicable under sections 7 and 15(a)(2) of the Act, unless the employees receive compensation for their employment in excess of the prescribed hours at rates not less than one and one-half times the employees' regular rates.

(2) Defendants shall make, keep, and preserve adequate records of their employees and of the wages, hours, and other conditions and practices of employment maintained by them as prescribed by the Regulations issued pursuant to section 11(c) of the Act and found at 29 C.F.R. Part 516.

(3) Defendants shall not discharge or take any retaliatory action against any employee because the employee engages in, or is believed to have engaged in, any of the following activities:

a. Discloses, protests, or threatens to disclose or protest to a supervisor or to a public agency any activity, policy, or practice of Defendants or another employer with whom there is a business relationship, that the employee reasonably believes is in violation of the Act or a rule or regulation promulgated pursuant to the Act;

b. Provides information to, or testifies before, any public agency or entity conducting an investigation, hearing or inquiry into any alleged violation of the Act, or a rule or regulation promulgated pursuant to the Act, by Defendants or another employer with whom there is a business relationship; or

c. Objects to, or refuses to participate in any activity, policy or practice which

the employee reasonably believes is in violation of the Act or a rule or regulation promulgated pursuant to the Act.

II. Upon the parties agreement that unpaid overtime back wages are owed and shall be paid to the employees listed in the attached Exhibit A in the amount of **$490,498.60**, plus an equal additional amount of liquidated damages of **$490,498.60**, post-judgment interest in the amount of **$6,594.29**, and Civil Money Penalties in the amount of **$52,346.25**, plus post-judgment interest in the amount of **$903.51**, for a total amount of **$1,040,841.25**, it is:

ORDERED that Defendants and all persons acting on their behalf are enjoined and restrained from withholding the payment of **$490,498.60** in unpaid overtime back wages due Defendants' current and former employees listed in Exhibit A. Further, Defendants shall pay a total of **$490,498.60** in liquidated damages, plus **$6,594.29** in post-judgment interest due Defendants' employees listed in Exhibit A, and **$52,346.25** in Civil Money Penalties plus **$903.51** in post-judgment interest to the Plaintiff. These payments shall be made by Defendants in accordance with Paragraph III of this Consent Judgment.

III. The provisions of this Consent Judgment relative to back wage payments, liquidated damages, post-judgment interest, and Civil Money Penalties shall be deemed satisfied when Defendants fully comply with the terms of payment set forth below and on the attached Exhibit B. Payment of the monies owed shall be made beginning with a down payment of **$150,000.00** made on or about **November 15, 2021**. The remaining balance of **$890,841.25** shall be made in nineteen (19) monthly installment payments according to Exhibit B. All payments shall be paid by Defendants by credit card, debit card, or bank account transfer by going to www.pay.gov and completing the following steps:

A. For electronic payment of the back wages, liquidated damages, and post-judgment

interest totaling **$987,591.49**, Defendants shall follow the following instructions:

1. Go to www.pay.gov and click on the "Find an Agency" tab, then click on the letter "L" and then click on "Labor (DOL): Wage and Hour Division (WHD)."

2. Click on the "Continue to the Form" tab under "**WHD Back Wage Payment Form – Northeast Region**".

3. Click on "Continue the Form" and complete the required fields. For "BW Case Number" enter "**1897401**". The "Date of Assessment" is the date this Consent Judgment is approved by the Court.

B. For electronic payment of the Civil Money Penalties and post-judgment interest in the amount of **$53,249.76**, Defendants shall follow the following instructions:

1. Go to www.pay.gov and click on the "Find an Agency" tab, then click on the letter "L" and then click on "Labor (DOL): Wage and Hour Division (WHD)."

2. Scroll down and click on the "Continue to the Form" tab under "**WHD Civil Money Payment Form – Northeast Region**".

3. Click on "Continue the Form" and complete the required fields. For "CMP Case Number" enter "**1897401**". The "Date of Assessment" is the date this Consent Judgment is approved by the Court.

IV. The Secretary shall distribute Defendants' payments for back wages, liquidated damages, and post-judgment interest less any legal deductions to the former and current employees, or to their estates, as set forth in Exhibit A. Any sums not distributed within a period of three years from the date of receipt shall, pursuant to section 16(c) of the Act, be covered into the Treasury of the United States as miscellaneous receipts. Defendants remain responsible for

paying the employer's share of any applicable taxes to the appropriate state and federal revenue authorities.

V. Defendants, and anyone acting on their behalf, shall not in any way directly or indirectly demand, require or accept any of the back wages, liquidated damages, interest, or Civil Money Penalties from any person listed in Exhibit A or from their personal representatives or estates. Defendants, and anyone acting on their behalf, shall not threaten or imply that adverse action will be taken against any person because of his or her receipt of funds due under the provisions of this Consent Judgment or the Act. Violation of this Paragraph V may subject Defendants to equitable and legal damages, including punitive damages and civil contempt.

VI. Defendants shall assist the Plaintiff in the distribution of the back wages, liquidated damages, and interest due by providing the last known addresses and social security numbers, if such is available, of the current and former employees listed in Exhibit A.

VII. If Defendants fail to make any of the payments as set forth in Paragraph III, a seven calendar-day grace period shall be allowed for receipt of such payment. If the U.S. Department of Labor does not receive the payments by the eighth calendar-day after which they are due, the U.S. Department of Labor's representatives will notify Defendants through their attorney, Matthew Cohen, Esq. Defendants are responsible for timely notifying the U.S. Department of Labor of any change in the identity or contact information of their attorney. If the U.S. Department of Labor does not receive payment within 10 days of notifying Defendants' attorney of an overdue payment, then the total amount due under this Judgment of **$1,040,841.25**, less any amounts already received by the Secretary pursuant to this Judgment, shall become due immediately and the Court shall appoint a Receiver to effectuate all of the terms of this Consent Judgment. In the event a Receiver is appointed, it is ORDERED that:

(1) Defendants shall cooperate with the Receiver in all respects, and shall provide to the Receiver any and all reasonable information which the Receiver may require to carry out its appointment and in accordance with the authority given to the Receiver pursuant to applicable law at the time of appointment.

(2) All the expenses of the accountant or Receiver shall be borne solely by Defendants.

(3) The Receiver shall serve only until the monetary terms of Paragraph III of this Consent Judgment are satisfied.

(4) The Receiver shall have full authority to: collect Defendants' assets and report his/her findings to the Court and the parties; to redeem and/or liquidate Defendants' assets and turn over the proceeds to the Secretary; if the asset is a debt that is due, collect it and turn over the proceeds to the Secretary; to analyze all indebtedness and where deemed appropriate seek restructuring; to analyze all transfers of Defendants' assets; to prevent waste or fraud; and to do all acts and take all measures necessary or proper for the efficient performance of the duties under this Consent Judgment.

VIII. ORDERED that Defendants shall distribute a copy of the attached Exhibit C in English and Spanish to each current employee within 20 calendar days of the date of entry of this Consent Judgment.

IX. Neither the commencement of this action nor the provisions of this Consent Judgment shall in any way affect, determine, or prejudice any and all legal rights of any employees not listed in Exhibit A of this Consent Judgment, be they current or former employees, to file any action against Defendants under section 16(b) of the Act or likewise for any current or former employee listed in Exhibit A of this Consent Judgment to file any action against Defendants under

section 16(b) of the Act for violations alleged to have occurred after February 6, 2021.

X. Each party will bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

XI. The Court retains jurisdiction over this matter for the purposes of enforcing this Consent Judgment.

DATED: November 7, 2021

CENTRAL ISLIP, NY

SO ORDERED:

HONORABLE
UNITED STATES DISTRICT JUDGE

Defendants appeared by the undersigned counsel and waived their answer and any defense to the Complaint, and consent to the entry of this Judgment.

BY:

MACEDO CONSTRUCTION, INC.
By: MANUEL MACEDO, Owner

MACEDO CONTRACTING SERVICES, INC.
By: MANUEL MACEDO, Owner

ODECAM CONCRETE SUPPLY CORP.
By: MANUEL MACEDO, Owner

MANUEL MACEDO, Individually

MATTHEW COHEN, ESQ.
Kaufman Dolowich Voluck
135 Crossways Park Drive, Suite 201
Woodbury, NY 11797
Telephone: 516-283-8754
Email: mcohen@kdvlaw.com

Attorney for Defendants

STATE OF NEW YORK)

COUNTY OF Suffolk) :SS:

On the 7 day of ~~October~~ November, 2021 before me came **MANUEL MACEDO**, to me known, who, being by me duly sworn, did depose and say that he is a duly authorized officer of **MACEDO CONSTRUCTION, INC.,** described in and which executed the foregoing instrument, that he signed his name thereto by like order.

Cheyenne A Keelan
NOTARY PUBLIC

CHEYENNE A KEELAN
Notary Public - State of New York
NO. 01KE6396745
Qualified in Suffolk County
My Commission Expires Aug 26, 2023

STATE OF NEW YORK)

COUNTY OF Suffolk) :SS:

On the 7 day of ~~October~~ November, 2021 before me came **MANUEL MACEDO**, to me known, who, being by me duly sworn, did depose and say that he is a duly authorized officer of **MACEDO CONTRACTING SERVICES, INC.,** described in and which executed the foregoing instrument, that he signed his name thereto by like order.

Cheyenne A Keelan
NOTARY PUBLIC

CHEYENNE A KEELAN
Notary Public - State of New York
NO. 01KE6396745
Qualified in Suffolk County
My Commission Expires Aug 26, 2023

STATE OF NEW YORK)

:SS:

COUNTY OF Suffolk)

On the 7 day of ~~October~~ November, 2021 before me came **MANUEL MACEDO**, to me known, who, being by me duly sworn, did depose and say that he is a duly authorized officer of **ODECAM CONCRETE SUPPLY CORP.,** described in and which executed the foregoing instrument, that he signed his name thereto by like order.

NOTARY PUBLIC

CHEYENNE A KEELAN
Notary Public - State of New York
NO. 01KE6396745
Qualified in Suffolk County
My Commission Expires Aug 26, 2023

STATE OF NEW YORK)

:SS:

COUNTY OF Suffolk)

On the 7 day of ~~October,~~ November 2021 before me came **MANUEL MACEDO**, to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

NOTARY PUBLIC

CHEYENNE A KEELAN
Notary Public - State of New York
NO. 01KE6396745
Qualified in Suffolk County
My Commission Expires Aug 26, 2023

EXHIBIT A

First Name	Last Name	Back Wages Due	Liquidated Damages Due	Interest Due	Total Due
Mario	Agustin	[redacted]			
Felix	Alas				
Diego	Alas Gomez				
Roberto	Alcantar				
Manuel	Alcantara				
Jaime	Alicea				
Rodrigo	Alvarado				
Ulises	Argueta				
Antonio	Arriaza				
Amaury	Baez				
Jose	Balbuca-Condo				
Helmer	Brightley				
Valentine	Campbell				
Alberto	Casas Corea				
Jose	Casas Leon				
Marcos	Castillo				
Carlos	Castillo Mendoza				
Francisco	Correa				
Pedro	Correa Rodriguez				
Henrik	Cruz				
Theodore	Cubillos				
Frank	Deblanco				
Santiago	Delgado				
Guillermo	Delgado Vega				
Jose	DePaz Vasquez				
Francisco	Diaz				
Michael	Digregorio				
Carlos	Encarnacion				
Yatzon	Flores				
Jean	Foronda-Martinez				
Edwin	Gamez				
Jose	Garcia				
Antonio	Gevara				
Eduer	Gonzalez				
Santos	Gonzalez				
Christopher	Guadalupe				
Reynaldo	Gutierrez Mejia				
Liam	Hendricks				

Felix	Hernandez
Luis	Hernandez
Miguel	Hernandez
Rodolfo	Hernandez
Miguel	Hernandez Escobar
Juan	Hernandez Nunez
Osmar	Jiron Lara
Mateo	Landa
Steve	Lannon
Jose	Leon
Juan	Leon
Guillermo	Leon Casas
Jose	Leon Landin
Rodolfo	Leon Salinas
Manuel	Lopez
Edwin	Lopez Aviles
Jonas	Marquez Martinez
Amilcar	Martinez
Luis	Martinez Palencia
Gerson	Mata
Marvin	Mazariegos
Alfonso	Medrano
Nicolas	Mendoza
Marvin	Mendoza Salinas
Daniel	Mesquita
Joseph	Modesto
Luis	Molina
Joel	Moreno Munguia
Raul	Moreno-Hernandez
Alan	Naut
Enrique	Olan Deli
Elmer	Orellana
Israel	Ortega
Reinaldo	Paez Fernandez
Manuel	Paz
Alan	Paz Reyes
Juan	Perez
Juan	Perez Nunez



Manuel	Pimentel	[redacted]
Omar	Portillo	
Juan	Quintanilla	
Wilfredo	Quintanilla	
Juan	Quintanilla Morales	
Francisco	Reyes	
Pedro	Rodriguez	
Cristofer	Rodriguez Solis	
Rodrigo	Saldana	
Hector	Saldana Espinosa	
Yago	Sanchez	
Jesus	Santana	
Anthony	Sinatra	
Eli	Soto Cove	
Narciso	Tineo	
Jairo	Torrez Romero	
Rogelio	Trejo	
Rogelio	Trejo-Saldana	
Brian	Vilchez Garcia	
Ricardo	Villalta	
Samuel	Villatoro	
Wilmer	Villatoro	
Gilmer	Zavala	
TOTALS		

EXHIBIT B

Payment Schedule

Date Due	Amount Type	Principal Amount Due	Post-Judgment Interest Due	Total Due
11/15/2021	Liquidated Damages	[redacted]		
12/15/2021	Liquidated Damages			
1/15/2022	Liquidated Damages			
2/15/2022	Liquidated Damages			
3/15/2022	Liquidated Damages			
4/15/2022	Liquidated Damages			
5/15/2022	Liquidated Damages			
6/15/2022	Liquidated Damages			
7/15/2022	Liquidated Damages			
7/15/2022	Back Wages			
8/15/2022	Back Wages			
9/15/2022	Back Wages			
10/15/2022	Back Wages			
11/15/2022	Back Wages			
12/15/2022	Back Wages			
1/15/2023	Back Wages			
2/15/2023	Back Wages			
3/15/2023	Back Wages			
4/15/2023	Back Wages			
5/15/2023	Back Wages			
6/15/2023	Civil Money Penalties			
	TOTALS			

EXHIBIT C

Aviso a Los Empleados

Macedo Construction, Inc., Macedo Contracting Services, Inc., Odecam Concrete Supply Corp., and Manuel Macedo (en conjunto, los "Demandados") han llegado a un acuerdo con el Departamento de Trabajo de EE. UU. y en un acuerdo de conciliación con respecto a sus empleados. El acuerdo de conciliación ha sido aprobado por un juez.

Según el acuerdo de conciliación, los Demandados pagarán al Departamento de Trabajo de los EE. UU los salarios atrasados y los indemnización de danos y perjuicios para ciertos empleados actuales y ex empleados quienestrabajaron en su tienda desde febrero de 2018 y febrero de 2021, y el Departamento deTrabajo distribuirá los salarios atrasados y los indemnización de danos y perjuicios directamente a los empleados.

Usted tiene derecho a recibir el total de cualquier monto de los salarios atrasados (menos impuestos) y los daños y perjuicios justos que se le deben. Es contra la ley que los Demandadoso cualquier persona que actúe en su nombre soliciten la devolución de este dinero o pedirle que renuncie a su salario actual o futuro para obtener el dinero del acuerdo.

Usted está protegido por la Ley de Normas Laborales Justas (FLSA por sus siglas en ingles), y también es contra la ley que su empleador lo despida, denunciarlo a inmigración, tome represalias en su contra de cualquier manera o lo amenace con hacer cualquiera de estas cosaspor aceptar el dinero del acuerdo o negarse a devolver cualquier dinero que se le haya pagadocomo parte del acuerdo con el Departamento de Trabajo de EE. UU. Su empleador también tiene prohibido ~~de~~ tomar represalias contra usted por proporcionar información alDepartamento de Trabajo de los EE. UU. y/o quejarse por no recibir el salario mínimo o las horas extra por las horas que trabajó. Su empleador debe pagar a los empleados por todas las horas trabajadas, incluidas las horas extras trabajadas sobre 40 en una semana laboral a una tasa de al menos 1,5 veces la tasa de pago regular del empleado.

Si es un empleado y no se le paga por todas sus horas trabajadas, no se le paga el salario mínimopor todas las horas que trabaja, no se le pagan por las horas extras, si se le ha pedido que devuelva el dinero del acuerdo, si se ha tomado represalias contra usted, o si necesita actualizarsu información de contacto, llame al Departamento de Trabajo de EE. UU. al (866) 487-9243.Su nombre se mantendrá confidencial en la máxima medida permitida por la ley.

Notice to Employees

Macedo Construction, Inc., Macedo Contracting Services, Inc., Odecam Concrete Supply Corp., and Manuel Macedo (together, "Defendants") have settled a lawsuit with the U.S. Department of Labor and entered into a settlement agreement regarding their employees. The settlement agreement has been approved by a judge.

Under the settlement agreement, Defendants will pay the U.S. Department of Labor back wages and liquidated damages for certain current and former employees who worked for them between February 2018 and February 2021, and the Department of Labor will distribute the back wages and liquidated damages directly to the employees.

You have the right to receive the full amount of any back wages (after taxes) and liquidated damages you are owed. It is against the law for Defendants or any person acting on their behalf to ask for this money back or ask you to give up your current or future wages to get money from the settlement.

You are protected by the Fair Labor Standards Act (FLSA), and it is also against the law for your employer to fire you, report you to immigration, retaliate against you in any way, or threaten to do any of these things for accepting settlement money or refusing to return any money paid to you as part of the settlement with the U.S. Department of Labor. Your employer is also prohibited from retaliating against you for providing information to the U.S. Department of Labor and/or complaining about not receiving minimum wage or overtime for the hours that you worked. Your employer must pay employees for all hours worked, including overtime for all hours worked over 40 in a workweek at a rate of at least 1.5 times the employee's regular rate of pay.

If you are an employee and are not paid for all of your hours worked, are not paid minimum wage for all the hours you work, are not paid overtime, if you have been asked to return your settlement money, if you have been retaliated against, or if you need to update your contact information, please call the U.S. Department of Labor at (866) 487-9243. Your name will be kept confidential to the maximum extent permitted by law.

Gmail

Macedo Inc <info@macedoinc.com>

RE: Macedo Construction DOL settlement

1 message

DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>
To: Macedo Inc <info@macedoinc.com>

Good Morning Ms. Pimentel,

I hope you are doing well. I apologize for not responding sooner. The last check cleared on 4/30/2026 and there is a zero balance on this case. This matter is closed.

Please let me know if you have any other questions.

Thank you,

Jeyce DeClue

Investigative Specialist II

New York State Department of Labor

Division of Labor Standards

400 Oak Street, Suite 102, Garden City, NY 11530

(516) 240-2876 | jeyce.declue@labor.ny.gov

dol.ny.gov

Facebook | Twitter | YouTube | Linkedin

NEW YORK STATE | Department of Labor

WORKING FOR YOU

From: Macedo Inc <info@macedoinc.com>
Sent: Wednesday, April 29, 2026 6:20 PM
To: DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>
Subject: Re: Macedo Construction DOL settlement

ATTENTION: This email came from an external source. Do not open attachments or click on links f

Good afternoon by now you should have received our last and final payment completing our stipulated payment agreement. I know you previously told me you don't send any kind of satisfacti

I am just writing to request if you can send me some sort of confirmation email that our case is fully satisfied and paid in full and officially closed. During the course of our business the issues future inquiries aware that this is officially closed. Thank you very much

Sandra Pimentel

Office Administrator

631-698-1120

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On Mon, Jan 26, 2026, 12:20 PM DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov> wrote:

> You are very welcome, enjoy the rest of your day!
>
> **Jeyce DeClue**
>
> Investigative Specialist II
>
> **New York State Department of Labor**
>
> **Division of Labor Standards**
>
> 400 Oak Street, Suite 102, Garden City, NY 11530
>
> (516) 240-2876 | jeyce.declue@labor.ny.gov
>
> dol.ny.gov
>
> Facebook | Twitter | YouTube | Linkedin
>
> 
>
>
> **From:** Macedo Inc <info@macedoinc.com>
> **Sent:** Monday, January 26, 2026 12:13 PM
> **To:** DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>
> **Subject:** Re: Macedo Construction DOL settlement
>
> *ATTENTION: This email came from an external source. Do not open attachments or click on links*
>
> No apology necessary. Thank you for your response I'm glad that we are on the same page. When I send the final payment shortly after all requests a confirmation email. Thank you so mu
>
> **Sandra Pimentel**
>
> **Office Administrator**
>
> **631-698-1120**

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On Mon, Jan 26, 2026, 12:07 PM DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov> wrote:

> Good Afternoon Pimentel,
>
> I hope you are doing well, and I apologize for not getting back to you sooner. You are correct, the remaining balance on the case is **$28,412.94**. Unfortunately, we do not send any papen know if you have any other questions.
>
> Best Regards,
>
> **Jeyce DeClue**
>
> Investigative Specialist II
>
> **New York State Department of Labor**
>
> **Division of Labor Standards**
>
> 400 Oak Street, Suite 102, Garden City, NY 11530
>
> (516) 240-2876 | jeyce.declue@labor.ny.gov
>
> dol.ny.gov
>
> Facebook | Twitter | YouTube | Linkedin
>
> NEW YORK STATE | Department of Labor
> WORKING FOR YOU

From: Macedo Inc <info@macedoinc.com>
Sent: Thursday, January 22, 2026 11:36 AM
To: DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>
Subject: Re: Macedo Construction DOL settlement

> *ATTENTION: This email came from an external source. Do not open attachments or click on lini*

Good morning,

We are getting close to the end of our payment settlement agreement and just would like to make sure we are all on the same page, since there is no way of me actually getting receipt c

As of today, January 22, 2026 My records reflect that the following instalments payments remain:

february 1, 2026 $7,105.00

March 1, 2026 $7,105.00

April 1, 2026 $7,105.00

May 1, 2026 $7,097.94

At the last payment is there some sort of confirmation/ satisfaction we can receive to reflect everything made in good order?

Thank you. I await your response.

Sandra Pimentel

Macedo Contracting Services Inc

631-698-1120

On Tue, Mar 11, 2025 at 9:40 AM DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov> wrote:

> No apologies necessary, Garden City is fine. Enjoy the rest of your day!
>
> **Jeyce DeClue**
> Investigative Specialist II
>
> **New York State Department of Labor | Division of Labor Standards**
>
> 400 Oak Street Suite 102 Garden City, NY 11530
>
> Office: 516-240-2876 | Work Cell: 516-737-7943 | Fax: 516-794-1046
>
> Jeyce.Declue@labor.ny.gov
>
> Facebook | Twitter | YouTube | Linkedin
>
> WE ARE YOUR DOL
> NEW YORK STATE OF OPPORTUNITY. Department of Labor
>
> ---
>
> **From:** Macedo Inc <info@macedoinc.com>
> **Sent:** Tuesday, March 11, 2025 9:37 AM
> **To:** DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>
> **Subject:** Re: Macedo Construction DOL settlement
>
> *ATTENTION: This email came from an external source. Do not open attachments or click on li*
>
> Yes unfortunately i tried 2 different post offices and they won't let me use that Albany address.
>
> I apologize for the inconvenience.
>
> Sandra
>
> On Tue, Mar 11, 2025, 9:31 AM DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov> wrote:
>
> > Good Morning Ms. Pimental,
> >
> > If you are still having an issue mailing the check to the new address, you may continue mailing it to the address below in Garden City and we will forward to the
> >
> > Regards,
> >
> > **Jeyce DeClue**
> > Investigative Specialist II
> >
> > **New York State Department of Labor | Division of Labor Standards**
> >
> > 400 Oak Street Suite 102 Garden City, NY 11530
> >
> > Office: 516-240-2876 | Work Cell: 516-737-7943 | Fax: 516-794-1046
> >
> > Jeyce.Declue@labor.ny.gov
> >
> > Facebook | Twitter | YouTube | Linkedin
> >
> > WE ARE YOUR DOL
> > NEW YORK STATE OF OPPORTUNITY. Department of Labor

From: Macedo Inc <info@macedoinc.com>
Sent: Tuesday, March 4, 2025 10:19 AM
To: DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>
Subject: Re: Macedo Construction DOL settlement

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thank you

On Tue, Mar 4, 2025 at 10:04 AM DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov> wrote:

> Also, I emailed my Supervisor regarding the address and will let you know as soon as I hear back.
>
> **Jeyce DeClue**
> Investigative Officer II
>
> **New York State Department of Labor | Division of Labor Standards**
>
> 400 Oak Street Suite 102 Garden City, NY 11530
>
> Office: 516-240-2876 | Work Cell: 516-737-7943 | Fax: 516-794-1046
>
> Jeyce.Declue@labor.ny.gov
>
> Facebook | Twitter | YouTube | Linkedin
>
> WE ARE YOUR DOL
> NEW YORK STATE OF OPPORTUNITY. Department of Labor
>
> **From:** Macedo Inc <info@macedoinc.com>
> **Sent:** Tuesday, March 4, 2025 9:57 AM
> **To:** DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>
> **Subject:** Re: Macedo Construction DOL settlement
>
> *ATTENTION: This email came from an external source. Do not open attachments or click o*
>
> Thank you . So there is no way of knowing If NYS DOL processed and sent out w2s to people receiving money?
>
> Or if forms were sent to the IRS indicating if NYS took out taxes - FICA from any settlement money paid to employees?
>
> I have dealt with the US Dept of labor years ago and they filed all the necessary reporting, such as W2s directly to employees and IRA Fica reports directly to IRS
>
> Does the NYS dept of labor do the same?
>
> also - I was told by my attorney to submit remaining payments to this address:
>
> Harriman State Office Campus
>
> Building 12, Room 266B
>
> Albany, NY 12226
>
> Attn: Ken Harnett
>
> however- the US post office does not accept this address they told me they need a physical number and street?
>
> please advise
>
> thank you

On Tue, Mar 4, 2025, 9:06 AM DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov> wrote:

> Good Morning Ms. Pimental,
>
> Please see the attached spreadsheet. We do not have an official form as requested. Please let me know if you have any questions.
>
> Regards,
>
> **Jeyce DeClue**
> Investigative Officer II
>
> **New York State Department of Labor | Division of Labor Standards**
>
> 400 Oak Street Suite 102 Garden City, NY 11530
>
> Office: 516-240-2876 | Work Cell: 516-737-7943 | Fax: 516-794-1046
>
> Jeyce.Declue@labor.ny.gov
>
> Facebook | Twitter | YouTube | Linkedin
>
> 
>
>
> ---
>
> **From:** Macedo Inc <info@macedoinc.com>
> **Sent:** Thursday, February 13, 2025 4:00 PM
> **To:** DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>
> **Subject:** Re: Macedo Construction DOL settlement
>
> *ATTENTION: This email came from an external source. Do not open attachments or click*
>
> thank you for the update
>
> On Thu, Feb 13, 2025 at 3:21 PM DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov> wrote:
>
> > Good Afternoon Ms. Pimentel,
> >
> > I wanted to let you know that I discussed your request with my supervisor, and she is checking to see if we can provide you with a report such as this. I will let you know onc
> >
> > Regards,
> >
> > **Jeyce DeClue**
> > Investigative Officer II
> >
> > **New York State Department of Labor | Division of Labor Standards**
> >
> > 400 Oak Street Suite 102 Garden City, NY 11530
> >
> > Office: 516-240-2876 | Work Cell: 516-737-7943 | Fax: 516-794-1046
> >
> > Jeyce.Declue@labor.ny.gov
> >
> > Facebook | Twitter | YouTube | Linkedin
> >
> > 
> >
> >
> > ---
> >
> > **From:** Macedo Inc <info@macedoinc.com>
> > **Sent:** Tuesday, February 11, 2025 12:38 PM
> > **To:** DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>
> > **Subject:** Re: Macedo Construction DOL settlement
> >
> > You don't often get email from info@macedoinc.com. Learn why this is important
> >
> > *ATTENTION: This email came from an external source. Do not open attachments or clici*

Is there any kind of report that you can provide that would identify how much wages were paid out to each employee at the end of 12-31-2024?

I know in the settlement agreement there was a "Recapitulation sheet " which identified wages to be paid out to each person- however being that the wages are being sprea

thank you

On Tue, Feb 11, 2025 at 12:23 PM DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov> wrote:

> Good Afternoon Ms. Pimentel,
>
> Regarding your questions below:
>
> - Do the employees receiving back wages receive W2 from NYS dept of labor? **No**
> - Does NYS dept labor submit wage information to IRS, Social security Administration, etc. ? **No**
> - If so, DO we (macedo) receive a copy of the w2 for our records? **N/A**
> - Are there any documents we need to Amend or report for the tax year ending 2024? **Please contact your CPA, NYS Tax and Finance and IR**
>
> Please let me know if you have any other questions.
>
> Regards,
>
> **Jeyce DeClue**
> Investigative Officer II
>
> **New York State Department of Labor | Division of Labor Standards**
>
> 400 Oak Street Suite 102 Garden City, NY 11530
>
> Office: 516-240-2876 | Work Cell: 516-737-7943 | Fax: 516-794-1046
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>
> WE ARE YOUR DOL
>
> NEW YORK STATE OF OPPORTUNITY. Department of Labor
>
> ---
>
> **From:** Macedo Inc <info@macedoinc.com>
> **Sent:** Tuesday, February 11, 2025 12:07 PM
> **To:** DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>
> **Subject:** Fwd: Macedo Construction DOL settlement
>
> You don't often get email from info@macedoinc.com. Learn why this is important
>
> *ATTENTION: This email came from an external source. Do not open attachments or cli*
>
> Good morning-
>
> I am writing because we are in the middle of a payment settlement with New York DOL and I was given your name and email as contact for our case.
>
> I am just inquiring about tax and end of the year reporting for any wages paid through this settlement.
>
> Do the employees receiving back wages receive w2 from NYS dept of labor?
>
> Does NYS dept labor submit wage information to IRS, SOcial security Administration, etc. ?
>
> If so, DO we (macedo) receive a copy of the w2 for our records?
>
> Are there any documents we need to Amend or report for the tax year ending 2024?
>
> Please advise.
>
> Thank you
>
> --

Sandra Pimentel

Office Administrator

631-698-1120

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--

Sandra Pimentel

Office Administrator

631-698-1120

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–

Sandra Pimentel

Office Administrator

631-698-1120

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Sandra Pimentel

Office Administrator

631-698-1120

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Sandra Pimentel

Office Administrator

631-698-1120

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--

Sandra Pimentel

Office Administrator

631-698-1120

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responsible for delivering to the addressee, be advised that you have received this e-mail in error and that any use of it is strictly prohibited.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
manuel macedo [MMACEDO@MACEDOINC.COM]

Dated: 05/29/2026 11:12:51 am

Vendor: macedo contracting services inc

Title: president

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Manuel Macedo
   Date of birth: [redacted]
   Home address: [redacted]

City:	[redacted]	State/Province/ Territory:	[redacted]	Zip/Postal Code:	[redacted]
Country:	US				

Business Address:	685 Station Rd				
City:	Bellport	State/Province/ Territory:	NY	Zip/Postal Code:	11713
Country	US				
Telephone:	6316981120				

Other present address(es):	PO BOX 64				
City:	Ronkonkoma	State/Province/ Territory:	NY	Zip/Postal Code:	11779
Country:	US				
Telephone:	6316981120				

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	08/01/2016	Treasurer	08/01/2016
Chairman of Board		Shareholder	
Chief Exec. Officer	08/01/2016	Secretary	08/01/2016
Chief Financial Officer		Partner	
Vice President	08/01/2016		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.

   As the sole owner of Macedo contracting services inc I, Manuel Macedo have financial equity interest in the company with regards to any assets and equity described in our most recent financial statement as of 12/31/2025, which is attached.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

I am the sole owner of other companies named, Auction Factory East Coast Corp and Blueye Logistics corp. These 2 entities are separate corporations, the only affiliation with Macedo contracting services is that they all have the same common ownership being Manuel Macedo being 100 percent owner of all these entities. Also, Meso Holding LLC, I am sole member. of this LLC which is holding company for our facility location for Macedo Contracting Services inc
I was the sole owner of multiple closed businesses, including Macedo Construction inc, Indigo restaurants inc, Empire Concrete puming corp, Liv Resicosta inc, Odecam concrete supply, corp, and Alamc house lifting corp. All these companies have not operated for over 4 years. And all these former entities have been formally dissolved with proper paperwork filed with the State of New York- all atttached.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

   On February 16, 2024 Incorporated Village of Patchogue and/ its Engineers recommended not to award us a contract for project Gerard Street Sewer reason" due to absence of experience in Sanitary sewer jobs of similar size and scope".

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period,

been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

Manuel Macedo, and a former company owned (now closed) Macedo Contruction inc and Macedo contracting services inc during a US department of Labor audit and NYS dept of labor audit for time period 2016-2019 was found to guilty of violations of the Fair labor standard's act.. A stipulated settlement agreement was made with the US federal dept of labor agency for which settlement payments were made in accordance with the agreement. and all monies were paid in accordance with agreement and the matter has been settled and closed since April 2023. The NYS department of labor also has been settled and payment agreement has been fully satisified. These violations did not have anything to do with prevailing wage rates.
Per Nassau Countys inquiry on 11/12/2024 regarding current and former business entities having federal; Motor carrier safety Administration violations- please see the attached scan of Macedo's email on 11/12/24 w/ attachments

2 File(s) uploaded: Explanation of Dept of Labor violations and outcomes.pdf, email inquiries and response to Almac and DOT violations.pdf

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed

at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

Manuel Macedo, and a former company owned (now closed) Macedo Contruction inc and Macedo contracting services inc during a US department of Labor audit and NYS dept of labor audit for time period 2016-2019 was found to guilty of violations of the Fair labor standard's act.. A stipulated settlement agreement was made with the US federal dept of labor agency for which settlement payments were made in accordance with the agreement. and all monies were paid in accordance with agreement and the matter has been settled and closed since April 2023. The NYS department of labor also has been settled and payment agreement has been made and payments are being made in accordance with such agreement. These violations did not have anything to do with prevailing wage rates.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

Manuel Macedo, and a former company owned (now closed) Macedo Contruction inc and Macedo contracting services inc during a US department of Labor audit and NYS dept of labor audit for time period 2016-2019 was found to guilty of violations of the Fair labor standard's act.. A stipulated settlement agreement was made with the US federal dept of labor agency for which settlement payments were made in accordance with the agreement. and all monies were paid in accordance with agreement and the matter has been settled and closed since April 2023. The NYS department of labor also has been settled and payment agreement has been made and payments are being made in accordance with such agreement. These violations did not have anything to do with prevailing wage rates.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, manuel macedo , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, manuel macedo , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

macedo Contracting Services inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
manuel macedo MMACEDO@MACEDOINC.COM

president

Title

07/08/2026 05:08:58 pm

Date

Gmail

Manny Macedo <mmacedo@macedoinc.com>

Contract Review for B-17-24 & B-23-24; Macedo Contracting Services Inc

5 messages

Dionisio, Loretta V <ldionisio@nassaucountyny.gov> Tue, Nov 12, 2024 at 11:26 AM
To: "mmacedo@macedoinc.com" <mmacedo@macedoinc.com>
Cc: "Houdek, Jane M" <jhoudek@nassaucountyny.gov>, "Kobel, Elizabeth" <Ekobel@nassaucountyny.gov>

Hi Manuel,

We received the following request from the Inspector General with respect to your pending contracts:

OIG had the following for B-17-24 and B-23-24 for Macedo Contracting Services Inc, DBA Macedo Construction.

It appears the vendor and multiple affiliates possibly received violations from the Federal Motor Carrier Safety Administration (attached):

- **Macedo Contracting Services Inc**
  - **1 driver fitness violation December 2023**
- **Macedo Construction Inc**
  - **although this entity is no longer active, it received 10 vehicle maintenance violations in February 2023**
- **Blueye Logistics Corp**
  - **9 vehicle maintenance violations August 2023**
  - **1 driver fitness violation August 2023**

Although the vendor disclosed an affiliated entity, Almac House Lifting Inc., on its BHF, the vendor indicated that the entity was dissolved. However, its corporate filing is still active according to the NYS Department of State (attached).

PLEASE ADVISE/CLARIFY THESE ITEMS AS SOON AS YOU POSSIBLY CAN.

Thank you.

Loretta Dionisio

Assistant to Deputy Commissioner for Administration

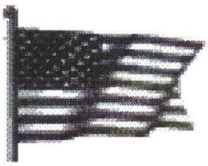
Nassau County Dept. of Public Works

1194 Prospect Avenue

Westbury, New York 11590

LDionisio@nassaucountyny.gov





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7 attachments

- **Safety Measurement System - MCSI violation NYSPWL062579 (U.S. DOT# 3319364).pdf**
  160K
- **Safety Measurement System - MCI Violations Inspection NY0L35002265 (U.S. DOT# 1466220).pdf**
  224K
- **Safety Measurement System - BLC Violations - Vehicle Maint. BASIC (U.S. DOT# 4026666).pdf**
  371K
- **Safety Measurement System - BLC Driver Fitness Violation BASIC (U.S. DOT# 4026666).pdf**
  350K
- **Safety Measurement System - BLC Details 8 1 23 - Inspection NY0L18001928 (U.S. DOT# 4026666).pdf**
  259K
- **Safety Measurement System - BLC Details 8 15 23 Inspection NY0L90000123 (U.S. DOT# 4026666).pdf**
  191K
- **NYS Corp Filing - almac house.pdf**
  179K

Manny Macedo <mmacedo@macedoinc.com> Tue, Nov 12, 2024 at 1:48 PM
To: "Dionisio, Loretta V" <ldionisio@nassaucountyny.gov>
Cc: "Houdek, Jane M" <jhoudek@nassaucountyny.gov>, "Kobel, Elizabeth" <Ekobel@nassaucountyny.gov>

Good afternoon:

In response to your inquiries please note the following information:

Upon receiving your email and inquiry about a past affiliated entity ALMAC HOUSE LIFTING INC., wherein you stated the corporate filing is still listed as active. I just now looked back at my Consent to Dissolve forms submitted to officially close

this entity, which by the way, was just a name formed, the company NEVER operated, never even opened a bank account or got insurance. In any event, I just now re- read the letter I received dated June 7, 2024 from the New York State Department of State- which is attached hereto. I originally believed this letter to be the official confirmation of the acceptance of my Dissolution forms. However, upon re- review just now I see that the letter indicated that I made an error in my submission forms. I have now just called the the Department of State and had to re- request a new CONSENT TO DISSOLUTION (because these expire within 6 months)- once I receive the new form I can resubmit my Dissolution application to the Department of State and correct my error in the company name. I apologize, for the confusion, this was an honest error. I filed a few dissolution forms for my old company names all at the same time, and the response letters all look very similar to this even though this one said that my form was actually not accepted because of my typo- error. This will be corrected and resubmitted shortly.

With regards to the FMCSA violations:
Between Macedo Contracting Services Inc and my other company Blueye Logistics corp, we operate over a dozen trucks, tractor- trailer units. Random DOT stops and periodic violations are par for the course in this industry.
It is IMPORTANT to NOTE that none of the violations stops listed in your email were a result of any moving violations or accidents. These were random DOT stops. It is also important to note that it is not uncommon for 1 stop to result in dozens of random safety violations. But none of these stops ever stemmed from our drivers receiving moving violations or doing anything unlawful.

We comply with FMCSA and DOT requirements and maintain servicing, repair and maintenance logs for our units. Our drivers perform and sumit driver inspection reports daily. But heavy duty trucks and trailers sometimes have issues, and these issues can be as simple as a reflective stick falling off because a machine on a job site scraped against it and that is a "Safety Violation" to a light going out.
In any event, our practice is to have repairs conducted as soon as any documents of violations occur.
I am attaching my attorneys' results from each violation's court appearances. You can see that most of the violations result in Dismissal. We are allowed 24 hours to conduct necessary repairs from these violations to dismiss them.

The December 2023 Driver Fitness violation was dropped - driver was not in possession of his DMV medical card on him at the time - that violation was issued to him personally.
The same goes for Blueye Logistics' August 2023 driver fitness violation- that as you can see from my attorneys disposition that is was dismissed as well, as we provided proof that driver did in fact have active medical card at that time of the violation, he just could not find it on his person at the time of the stop.

Also, in the past year and half we have significantly reduced the amount of units we maintain and operate, discarding older units, which significantly reduces chances of service issues and potential violations. We have also reduced the number of drivers, maintaining only the best ones that have clean records and are more diligent in their maintenance of the units, potentially reducing future violations. We also maintain a policy of reprimanding employees who fail to maintain and inspect their uits properly, 3 violations of our procedures result in potential termination or suspension. This policy and with the reduction of our units on the road has helped maintain clean records and no violations in the past 11 months of 2024 to eithe rMacedo Contracting Services inc or Blueye Logistics corp

I appreciate your time. I hope this answers your inquiries. Please advise if you need any other information.

Thank you
Manuel Macedo

[Quoted text hidden]

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6 attachments

Proof of dissolution of corp.pdf
20K

Dissolution of Corp documents .pdf
1530K

8-15-23 BE DOT violations.pdf
1274K

12-13-23 violation driver.pdf
837K

2-13-23 Macedo construction DOT violation.pdf
1217K

Gmail

Manny Macedo <mmacedo@macedoinc.com>

FW: Adverse Memo Needed: Macedo Contracting Services-T62801-01G *AND* H66309-01G plus Cleary e-mail

Manny Macedo <mmacedo@macedoinc.com> Wed, Sep 18, 2024 at 2:47 PM
To: "Houdek, Jane M" <jhoudek@nassaucountyny.gov>
Cc: "Cleary, Robert" <RCleary@nassaucountyny.gov>, Macedo Inc <info@macedoinc.com>, "Dionisio, Loretta V" <ldionisio@nassaucountyny.gov>, "Kobel, Elizabeth" <Ekobel@nassaucountyny.gov>

Good Afternoon Ms. Houdek and ALL:

In response to your email dated September 17th, I respectfully request your time and review of this response to further explain the details that occurred in Macedo's Department of Labor audits.

To start, there were two audits that occurred mainly at the same time. However, the Federal Department of Labor's audit period under review was February 2018 thru February 2021. Just before the conclusion of the settlement of this audit the Federal DOL requested and reviewed payroll records up to and including November 2021 -just prior to the final settlement being signed, to ensure that Macedo was currently compliant with all rules and regulations and that there were no further violations found between the ending audit period of February 2021 thru November 2021. This concluded that there were no further issues and the Federal Department of labor settled and closed the matter with the stipulation of payment agreement in November 2021. All the proof of payments and fully paid off settlement was previously provided.

The New York State Department of Labor audit reviewed February 2017 to February 2018 and February 2021 to July 2021. The New York State audit review was concluded later in June 2024. This audit ended more recently BECAUSE the New York State Department of Labor was periodically reviewing records up to and including most recently through 2024 to ensure that there were no further violations after the July 2021 audit end time period. NYS Department of Labor concluded that there were NO FURTHER violations after the audit end period of july 2021 through their last review in 2024 and finalized their conclusion of the audit and entered into the payment agreement/settlement arrangements shortly thereafter.

When these audits began in around early 2020- we worked diligently to re-structure and correct past errors and mistakes and ignorance's. To reiterate- both audits (Federal and State) required follow up review and periodic up to date records of our payroll records up to and including 2024, from all companies, just before the State closed/settled its audit and both Agencies found no violations after their initial audit review periods.

These audits did not find any prevailing wage issues. There were never and have never been prevailing wage issues found in our business conduct.

Unfortunately the settlement agreements and stipulations the Labor Agencies had signed do not go into depth about what our "side" of things were nor give any insight as to the fact that nothing done in the past by my prior organization was intentional or done in malice. It was in fact just a lack of knowledge. For a more in depth background as to why these violations even occurred, unfortunately the main reason was inexperience with the complexities of payroll issues that can occur when you have multiple companies, and incorrect professional advice by a former accounting firm. At the time I started the original Macedo contraction inc company in 2004, it performed residential concrete work. Then in around 2016 I decided to focus more on commercial and industrial work. I was poorly I advised by a former accountant that we should form a separate company to conduct commercial work. We were also ill advised that the multiple companies would not have anything to do with one another with regards to payroll, especially since employees had different tasks at the different companies.
Since the audit's began and after retaining legal counsel to assist Macedo during these audits- we fired our previous accountant. We retained a new accounting firm, with specific extensive experience with construction firms. Having now learnt a great deal more than what was originally explained by our former accountant, I now understand and know that the Department of Labor views companies with similar owners and when employing the same employees as "one". So, any employees that work for one company, that also work for another entity with same ownership ,even if their duties and tasks are completely different, are and should be paid as if they are one full combined work week. I'm sure anyone can see how confusing this could get and it is not easy knowing all the rules nor is it common knowledge in our industry. Fortunately, we have learned that labor laws change often and are extremely extensive and it is a task all to itself to keep up with those rules and regulations, which I now strive to uphold.

Therefore several "safeguards" and multiple changes have been put into place by our organization since 2020 when the audits began and the depth of new knowledge began to be implemented.
We started our restructure and changes by closing out the original company of Macedo construction inc, and began the process to dissolve it. This took us a few years, but we started by no longer having employees. We finished any open residential contacts by subcontracting any remaining work. Then we started the lengthy process of closing and/or merging finances and assets. We also closed other businesses as well including odecam concrete supply, empire concrete pumping corp, etc. We focused only on Macedo Contracting services inc- one Operating business. We also took measures by hiring additional office administrative staff to focus solely on human resources and payroll. We retained legal counsel even after the Department of Labor audits concluded to maintain constant contact and openness about changes and questions related to Département of labor standards/ Fair labor standards Act. We also changed accounting firms a few years back, when the audits bagan, as a result of the information learnt about overtime and travel time and all the ill advice obtained prior to the audits by our former accountant.

Also, in the audits an employee made a claim that they were not paid travel time. Unfortunately we learned that the burden of proof is on the employer not the employee making allegations. And that is unfortunately where a big issue lied. In the past we did not keep extensive records and therefore allegations made by a disgruntled former employee were validated by the fact that I didn't have physical proof to refute their allegations. However, travel time/over time was proven to be paid to employees who were required to meet at our facility and drive work vehicles. However, we did not have more detailed records of "proof " that not every worker was supposed to come to the facility and travel to the job site from our facility. But one employee claimed they did, and we did not have proof that they did not or were not supposed to. This issue prompted extensive further changes. For starters, we eliminated half of our truck fleet. Making it less likely for anyone to use our trucks to get them to jobs sites. We have job site trailers that are mobilized to projects and everything needed is there, eliminating unnecessary need to travel or having employees need to travel with work trucks or materials. We installed security cameras at our facility that can show if someone is at the facility when they should not be.

The biggest and most important change we made is the extent and details of our record keeping since these audits. This of course was only able to be handled with additional office staff. The first implemented change to record keeping we initiated was requiring all employees to utilize a mobile app that is on their phones to clock in and out and track their GPS location while on duty. So there can no longer be disputed claims of over time or travel time. Everything is recorded by the employee on their app, they clock in ,clock out, take their mandatory lunch break and if they do travel from our facility to the job site -the Gps tracks that. We have been successfully utilizing this application since 2020. Furthermore, with the use of this application time cards are generated automatically. Employees are then required to review their printed times cards and sign off on their time as correct and accurate. These time cards indicate the job location each day, their hours clocked in and out and of course tracks any over time if applicable.

Other changes that were made since the audits are electronic emails everyday to all employees of the next day's schedule. These emails go out every afternoon to all employees and tell them where and what time to check in for work. In the past before we did emails, employees would sometimes unnecessarily show up at the facility even when not needed because they did not speak to or forget to speak to their supervisor the day before to find out where they needed to report the following day. This resulted in confusion and employees showing up at the facility and then going from the facility to the job and then making claims that they were owed travel time. This has not happened since 2020. Everyone is emailed where to report to. If anyone is required to report to the facility for anything it is indicated specifically in their email and they are to clock in as soon as they get to the facility. And if this results in over time, then it is all recorded.

Another safeguard which was already previously mentioned is the additional staff- and specific staff to keep maintenance and track of all employees utilizing the app every day and properly. Ensuring they sign off on their weekly time cards and that payroll is issued according to the employees time. Legal counsel on retainer specifically for Labor law and Business related issues and new accountant firm on retainer with extensive experience in the construction industry.

Another significant change we made was signing with the local unions. Since focusing exclusively on Macedo Contracting services and our municipal/ public works for the past several years we have now signed labor contracts with 2 main unions that our work force utilizes. These are now other agencies that periodically audits us and look for payroll accuracy according to labor law standards and ensure everything is accurate and in order when it comes to labor's pay. Also, on the subject of exclusively performing municipal work now, we also produce certified payroll reports that tie to the employees time and match their time cards, so every minute and hour are accounted for as well on the certified payroll forms, which are produced every week for every project we are on.

The other important safeguard we implemented was that we do not have multiple companies or "shared employees". The companies we have open as of today are:
Meso HoldingLLC- which is only a holding company for the facility we utilize
Auction Factory East Coast Corp: which is an online auction company I have that I myself do online auctions of repossession of items for lenders. It has no employees. It is something I do in my spare time in the off winter seasons.
Blueye logistics corp- is a trucking / hauling company I started in 2023 to subcontract trucks to haul materials. This company does not "share employees" with Macedo contracting services inc. It is run independently from Macedo contractings with its own separate employees. As a side note, at the end of the State department of labor review, just

before settlement, we offered them a review of our Blueye logistics payroll records and they concluded there were no shared employes and no link between Macedo contracting services and Blueye logistics, and therefore no issues existed with regards to labor standards

So, at this time Macedo Contracting Services Inc. is the main company that I maintain with a labor force of machine operators and laborers and masons. These employees that work for MACEDO do not work for any of my other businesses listed above.

Respectfully, being that I started my first business, Macedo construction inc, over 24 years ago and have maintained in business for this long, it would be inevitable to have been the subject to any kind of audit,even by the department of labor. I honestly do not know anyone in the construction industry that has been around as long as myself that has not at one time or another been subject to a review by the Department of labor.
But I can only speak for my specific experience and that is that I started my first company when I was only 20 years old. I built something on my own and kept it a small tight family business with only myself and my wife for the first 17 years. When we saw the expansion and our growth happening obviously more and more had to be learned and more administrative staff was hired. But like many things in life, sometimes you don't learn something until it's too late, and ignorance is no excuse for what occurred in the past. But it was not intentional, not malicious. I honored the audit results and paid all that was required and continue to do so. And all of the above described safeguards and measures have been in full effect since. I lived and learned through the experience and only came out better and more efficient and maintain no further issues with the department of labor.

I apologize if my email is excessively long and drawn out. But, my business is my life, and it is all very personal to me, so I hope this explains all that is needed.

Again, please keep me informed as to any review or meeting on the awards of these contracts so that I can make myself available and attend and /or respond to any further questions anyone might have.

SIncerely,

Manuel Macedo
[Quoted text hidden]

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Macedo Contracting Services Inc

Address: PO Box 64

City: ronkonkoma State/Province/Territory: NY Zip/Postal Code: 11779

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Closely Held Corp (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: Consulants.docx

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Manuel Macedo, [redacted] president, vice president, treasure, secretary, chief exec, officer. There are no other shareholders or partners of this firm. Manuel Macedo is only shareholder.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Manuel Macedo is [redacted] common owner of other companies (auction factory east coast corp, Blueye Logistiscs Corp) , However these other entities have no affiliation to Macedo contracting services inc

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements.

The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Manuel Macedo [MMACEDO@MACEDOINC.COM]

Dated: 07/10/2026 11:04:23 am

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Consulants, Contractor and vendors disclosure form

Question #4

President:

Manuel Macedo, [redacted]

Vice president:

Manuel Macedo, [redacted]

Treasurer:

Manuel Macedo, [redacted]

Secretary:

Manuel Macedo, [redacted]

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: May 20, 2026

SUBJECT: **RECOMMENDATION OF AWARD**

Contract Number:	H90059-01G
Title:	Supreme Court Loading Dock Rehabilitation
Engineer's Estimate:	$5,245,775.66
BIDS RECEIVED ON:	February 3, 2026

The bids received for the above referenced contract have been examined and the bid submitted by Macedo Contracting Services, Inc. in the amount of $6,272,409.00 is acceptable (see the attached bid tabulation).

The bid by Macedo Contracting Services, Inc. is 19.57% above the engineer's estimate of $5,245,775.66. Adequate funding is available (Capital Project number 90059).

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

Michael Kwaschyn

Michael Kwaschyn
Commissioner

MK:TMG:jd
Attachments
c: Thomas M. George, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Paggi, Chief Civil Engineer
Saji Varughese, Project Manager IV
Daniel Wong, Civil Engineer II

APPROVED:

5/20/26

Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

S:\SAN\Support Staff\Author\Wong, Daniel\MK to ATW ROA Memo H90059-01G Supreme Ct Loading Dock Rehab.dw.docx

H90059-01G - General Contracting
Supreme Court Loading Dock Rehabilitation

Bid Opening: 2 /3 /2026 **Engineer:** Daniel Wong **Phone:** (516) 571-6886

Contractor	Address	Insurance	Payment	Bid Amount	Alternate Bid
Sasco Construction Service LLC	3 Grace Ave Great Neck, NY 11021	The Gray Casualty & Surety Co	10% of Bid Amount	$3,290,098.59	$0.00
Macedo Contracting Services, Inc.	PO Box 64 Ronkonkoma, NY 11779	Hudson Insurance Company	10% of Bid Amount	$6,272,459.00	$0.00
Darcon Construction Inc	360 Meacham Ave. Elmont, NY 11003	Philadelphia Indemnity Insuranc	10% of Bid Amount	$8,079,200.00	$0.00

The above is a review of the bids and subsequent list of all the bids that were read aloud at the public bid opening. Listed bids may be subsequently withdrawn or disqualified. The list does not reflect the Department's determination of the lowest responsible bidder.

LiRo Engineers, Inc.
GISI Consulting Group Company
235 East Jericho Tpke, Mineola, NY 11501 Telephone 516.746.2350 www.liro-hill.com

April 29, 2026

Michael Kwaschyn, PE,
Commissioner
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

ATTN: Daniel Wong

Re: NCDPW Contract H90059-01G Supreme Court Loading Dock Rehabilitation
Bid Review Analysis

Dear Commissioner Kwaschyn,

Bids were received on the above referenced project on February 3, 2026. Three (3) Contractors submitted cost proposals. The results were as follows:

Contractor	**Bid Opening Amount**	**Corrected Bid Amount**
Sasco Construction Service, LLC	$3,290,098.59	$3,333,130.34
Macedo Contracting Services, Inc.	$6,272,459.00	$6,272,409.00
Darcon Construction Inc.	$8,079,200.00	$8,274,200.00

Attached for your review and consideration is a Bid Analysis Table. The lowest bid received was below the Engineer's Estimate, while the other two bids exceeded the Engineer's Estimate. Upon completion of the standard bid analysis, the Department has found several concerns with the low bidder's proposal, including inconsistencies in unit pricing, calculation errors, and disclaimers related to their submitted unit prices. Additionally, several line items in the low bidder's proposal were significantly below the Engineer's Estimate, raising concerns regarding the bidder's ability to successfully complete the project at the bid price. Therefore, SASCO Construction Service LLC does not meet the required goals for this project.

Based on our evaluation, we have determined that the second-low bidder, Macedo Contracting Services, Inc., has submitted a fair and reasonable bid for the work. Macedo's corrected bid amount of $6,272,409.00 is 19.57% above the Engineer's Estimate of $5,245,775.66.

Based on our review of the bid submissions, Macedo Contracting Services, Inc. has the necessary experience and wherewithal to undertake this project and successfully complete the work.

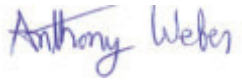
Accordingly, we recommend award of this contract to Macedo Contracting Services, Inc. in the amount of $6,272,409.00.

The bid tabulation is enclosed for your review.

If you have any questions or require any further information, do not hesitate to contact me.

Very truly yours,

LiRo Engineers, Inc.



Anthony Weber, P.E.
Vice President

Encl.

COMPARISON OF BIDS RECEIVED AND OPENED

Bid Opening Date: February 3rd, 2026

Project Name: Supreme Court Loading Dock Rehabilitation (H90059-01G)
Location: Nassau County, New York
Client Name: Nassau County Department of Public Works

= Error

				Engineers Estimate		Lowest Bidder Sasco Construction Service, LLC				2nd Lowest Bidder Macedo Contracting Services, LLC				Darcon Construction Inc.				
Item	Description	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	Amount Difference	% From Engineers Estimate	*Major & At Least 50% Above or Below EE	UNIT PRICE	AMOUNT	Amount Difference	Unit Price % Difference	*Major & At Least 50% Above or Below EE	UNIT PRICE	AMOUNT	Amount Difference	Unit Price % Difference	*Major & At Least 50% Above or Below EE
1M/F	Mobilization With Field Office	LS	1	$296,930.70	$296,930.70	$48,000.00	$48,000.00	$(248,930.70)	-83.83%	Major Below	$475,000.00	$475,000.00	$ 178,069.30	59.97%	Major Above	$380,000.00	$380,000.00	$ 83,069.30	27.98%	
2	Unclassified Excavation	CY	1570	$160.00	$251,200.00	$63.00	$98,910.00	$(152,290.00)	-60.63%	Major Below	$55.00	$86,350.00	$ (164,850.00)	-65.63%	Major Below	$75.00	$117,750.00	$(133,450.00)	-53.13%	Major Below
3	Trench, Culvert and Bridge Excavation	CY	210	$185.00	$38,850.00	$98.00	$20,580.00	$ (18,270.00)	-47.03%		$55.00	$11,550.00	$ (27,300.00)	-70.27%		$100.00	$21,000.00	$ (17,850.00)	-45.95%	
4A	Cement Concrete Breaking (Pavement)	SY	1140	$100.00	$114,000.00	$45.00	$51,300.00	$ (62,700.00)	-55.00%	Major Below	$48.00	$54,720.00	$ (59,280.00)	-52.00%		$95.00	$108,300.00	$ (5,700.00)	-5.00%	
5C	Selected Fill	CY	310	$62.00	$19,220.00	$72.00	$22,320.00	$ 3,100.00	16.13%		$55.00	$17,050.00	$ (2,170.00)	-11.29%		$80.00	$24,800.00	$ 5,580.00	29.03%	
9	Topsoil	CY	200	$115.00	$23,000.00	$72.00	$14,400.00	$ (8,600.00)	-37.39%		$60.00	$12,000.00	$ (11,000.00)	-47.83%		$150.00	$30,000.00	$ 7,000.00	30.43%	
10A-1	Excavation Protection System	SF	140	$20.00	$2,800.00	$17.80	$2,492.00	$ (308.00)	-11.00%		$25.00	$3,500.00	$ 700.00	25.00%		$150.00	$21,000.00	$ 18,200.00	650.00%	
12H	Clean Existing Drainage System	LF	30	$20.00	$600.00	$62.50	$1,875.00	$ 1,275.00	212.50%		$20.00	$600.00	$ -	0.00%		$150.00	$4,500.00	$ 3,900.00	650.00%	
12E-8	8" Cast Iron Culvert Pipe	LF	210	$200.00	$42,000.00	$75.00	$15,750.00	$ (26,250.00)	-62.50%		$120.00	$25,200.00	$ (16,800.00)	-40.00%		$300.00	$63,000.00	$ 21,000.00	50.00%	
12P-4	4 Inch Smooth Interior Corrugated Polyethylene Drainage Pipe	LF	127	$38.00	$4,826.00	$65.00	$8,255.00	$ 3,429.00	71.05%		$29.00	$3,683.00	$ (1,143.00)	-23.68%		$80.00	$7,620.00	$ 2,794.00	57.89%	
12P-6	6 Inch Smooth Interior Corrugated Polyethylene Drainage Pipe	LF	35	$42.00	$1,470.00	$65.00	$2,275.00	$ 805.00	54.76%		$48.00	$1,680.00	$ 210.00	14.29%		$80.00	$2,800.00	$ 1,330.00	90.48%	
12P-10	10 Inch Smooth Interior Corrugated Polyethylene Drainage Pipe	LF	450	$48.00	$21,600.00	$75.00	$33,750.00	$ 12,150.00	56.25%		$39.00	$17,550.00	$ (4,050.00)	-18.75%		$85.00	$38,250.00	$ 16,650.00	77.08%	
13BP-4	Precast Manhole, 4'-0" Diameter	LF	7	$300.00	$2,100.00	$3,000.00	$21,000.00	$ 18,900.00	900.00%		$600.00	$4,200.00	$ 2,100.00	100.00%		$1,000.00	$7,000.00	$ 4,900.00	233.33%	
13C	Area Drain	EA	12	$250.00	$3,000.00	$625.00	$7,500.00	$ 4,500.00	150.00%		$1,875.00	$22,500.00	$ 19,500.00	650.00%		$500.00	$6,000.00	$ 3,000.00	100.00%	
14	Connections to Existing Drainage Facilities	EA	5	$300.00	$1,500.00	$4,000.00	$20,000.00	$ 18,500.00	1233.33%		$500.00	$2,500.00	$ 1,000.00	66.67%		$1,000.00	$5,000.00	$ 3,500.00	233.33%	
15	Rehabilitation of Catch Basins	EA	3	$2,000.00	$6,000.00	$825.00	$2,475.00	$ (3,525.00)	-58.75%		$1,500.00	$4,500.00	$ (1,500.00)	-25.00%		$3,000.00	$9,000.00	$ 3,000.00	50.00%	
20	Broken Stone, Loose Measure	CY	30	$105.00	$3,150.00	$120.00	$3,600.00	$ 450.00	14.29%		$100.00	$3,000.00	$ (150.00)	-4.76%		$100.00	$3,000.00	$ (150.00)	-4.76%	
24	Cement Concrete Pavement	CY	90	$800.00	$72,000.00	$430.00	$38,700.00	$ (33,300.00)	-46.25%		$500.00	$45,000.00	$ (27,000.00)	-37.50%		$1,000.00	$90,000.00	$ 18,000.00	25.00%	
26MOD	Concrete Curb - Edge Restraint Assembly	LF	1025	$35.00	$35,875.00	$45.00	$46,125.00	$ 10,250.00	28.57%		$60.00	$61,500.00	$ 25,625.00	71.43%		$90.00	$92,250.00	$ 56,375.00	157.14%	
*26	Concrete Curb	LF	10	$60.00	$600.00	$60.00	$600.00	$ -	0.00%		$100.00	$1,000.00	$ 400.00	66.67%		$80.00	$800.00	$ 200.00	33.33%	
27	Cement Concrete Sidewalk	SF	12190	$26.00	$316,940.00	$35.00	$426,650.00	$ 109,710.00	34.62%		$18.00	$219,420.00	$ (97,520.00)	-30.77%		$18.00	$219,420.00	$ (97,520.00)	-30.77%	
30	Metal Reinforcement for Concrete Pavement	SY	250	$10.00	$2,500.00	$400.00	$100,000.00	$ 97,500.00	3900.00%	Major Above	$20.00	$5,000.00	$ 2,500.00	100.00%		$10.00	$2,500.00	$ -	0.00%	
58RPC	Saw Cutting Existing Roadway Pavement and Concrete	LF	930	$17.00	$15,810.00	$16.00	$14,880.00	$ (930.00)	-5.88%		$2.00	$1,860.00	$ (13,950.00)	-88.24%		$100.00	$93,000.00	$ 77,190.00	488.24%	
*81	Structural Steel	LBS	100	$15.00	$1,500.00	$150.00	$15,000.00	$ 13,500.00	900.00%		$10.00	$1,000.00	$ (500.00)	-33.33%		$5.00	$500.00	$ (1,000.00)	-66.67%	
*95	Metal Protection Plates for Curbs	LF	50	$75.00	$3,750.00	$80.00	$4,000.00	$ 250.00	6.67%		$200.00	$10,000.00	$ 6,250.00	166.67%		$300.00	$15,000.00	$ 11,250.00	300.00%	
102	Work Zone Traffic Control	LS	1	$143,582.18	$143,582.18	$72,057.80	$72,957.60	$ (70,624.58)	-49.19%		$675,000.00	$675,000.00	$ 531,417.82	370.11%	Major Above	$50,000.00	$50,000.00	$ (93,582.18)	-65.18%	
104XF	Remove Existing Fence	LF	52	$15.00	$780.00	$25.00	$1,300.00	$ 520.00	66.67%		$20.00	$1,040.00	$ 260.00	33.33%		$100.00	$5,200.00	$ 4,420.00	566.67%	
106A	Post Painting	LF	16	$10.00	$160.00	$37.05	$592.80	$ 432.80	270.50%		$100.00	$1,600.00	$ 1,440.00	900.00%		$300.00	$4,800.00	$ 4,640.00	2900.00%	
106VBG	Vehicle Barrier Gate	LF	52	$250.00	$13,000.00	$275.00	$14,300.00	$ 1,300.00	10.00%		$400.00	$20,800.00	$ 7,800.00	60.00%		$300.00	$15,600.00	$ 2,600.00	20.00%	
133	Clean & Fill Joints & Cracks	LF	780	$35.00	$27,300.00	$90.00	$70,200.00	$ 42,900.00	157.14%		$30.00	$23,400.00	$ (3,900.00)	-14.29%		$10.00	$7,800.00	$ (19,500.00)	-71.43%	
136	Survey Stakeout	LS	1	$93,788.98	$93,788.98	$10,000.00	$10,000.00	$ (83,788.98)	-89.34%	Major Below	$5,000.00	$5,000.00	$ (88,788.98)	-94.67%		$50,000.00	$50,000.00	$ (43,788.98)	-46.69%	
141B	Silt Protection for Surface Inlet Drainage Structure	EA	21	$135.00	$2,835.00	$370.00	$7,770.00	$ 4,935.00	174.07%		$200.00	$4,200.00	$ 1,365.00	48.15%		$750.00	$15,750.00	$ 12,915.00	455.56%	
142D	Structural Steel Painting, Paint System D	LS	1	$5,000.00	$5,000.00	$200.00	$200.00	$ (4,800.00)	-96.00%		$200,000.00	$200,000.00	$ 195,000.00	3900.00%	Major Above	$10,000.00	$10,000.00	$ 5,000.00	100.00%	
144MOD	Waterproofing Membrane	SY	2000	$100.00	$200,000.00	$11.50	$23,000.00	$(177,000.00)	-88.50%	Major Below	$185.00	$370,000.00	$ 170,000.00	85.00%	Major Above	$200.00	$400,000.00	$ 200,000.00	100.00%	Major Above
145MOD	Protective Coating	GAL	460	$250.00	$115,000.00	$88.60	$40,756.00	$ (74,244.00)	-64.56%	Major Below	$150.00	$69,000.00	$ (46,000.00)	-40.00%		$400.00	$184,000.00	$ 69,000.00	60.00%	
158A	Geotextile Cloth	SF	1290	$10.00	$12,900.00	$51.00	$65,790.00	$ 52,890.00	410.00%	Major Above	$1.00	$1,290.00	$ (11,610.00)	-90.00%		$2.00	$2,580.00	$ (10,320.00)	-80.00%	
162A-1	Groundcovers & Ornamental Grass (1 Gallon Container)	EA	850	$20.00	$17,000.00	$27.00	$22,950.00	$ 5,950.00	35.00%		$55.00	$46,750.00	$ 29,750.00	175.00%		$100.00	$85,000.00	$ 68,000.00	400.00%	
162A-2	Groundcovers & Ornamental Grass (2 Gallon Container)	EA	2	$20.00	$40.00	$27.00	$54.00	$ 14.00	35.00%		$55.00	$110.00	$ 70.00	175.00%		$200.00	$400.00	$ 360.00	900.00%	
162B	Perennial Bulbs	EA	45	$20.00	$900.00	$5.00	$225.00	$ (675.00)	-75.00%		$55.00	$2,475.00	$ 1,575.00	175.00%		$100.00	$4,500.00	$ 3,600.00	400.00%	
179C	Aluminum Plant Bed Edge	LF	1025	$5.00	$5,125.00	$20.00	$20,500.00	$ 15,375.00	300.00%		$25.00	$25,625.00	$ 20,500.00	400.00%		$30.00	$30,750.00	$ 25,625.00	500.00%	
180	Trench Drain	LF	30	$610.00	$18,300.00	$270.00	$8,100.00	$ (10,200.00)	-55.74%		$320.00	$9,600.00	$ (8,700.00)	-47.54%		$450.00	$13,500.00	$ (4,800.00)	-26.23%	
199	Interim Payments	LS	1	$140,000.00	$140,000.00	$140,000.00	$140,000.00	$ -	0.00%		$140,000.00	$140,000.00	$ -	0.00%		$140,000.00	$140,000.00	$ -	0.00%	
199S	Steel/Iron Price Adjustment	LS	1	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$ -	0.00%		$5,000.00	$5,000.00	$ -	0.00%		$5,000.00	$5,000.00	$ -	0.00%	
361B	Planting Trees and Shrubs	EA	1	$250.00	$250.00	$600.00	$600.00	$ 350.00	140.00%		$1,500.00	$1,500.00	$ 1,250.00	500.00%		$5,000.00	$5,000.00	$ 4,750.00	1900.00%	
361E	Planting Trees and Shrubs	EA	230	$250.00	$57,500.00	$95.00	$21,850.00	$ (35,650.00)	-62.00%		$135.00	$31,050.00	$ (26,450.00)	-46.00%		$350.00	$80,500.00	$ 23,000.00	40.00%	
361F	Planting Trees and Shrubs	EA	7	$250.00	$1,750.00	$95.00	$665.00	$ (1,085.00)	-62.00%		$400.00	$2,800.00	$ 1,050.00	60.00%		$200.00	$1,400.00	$ (350.00)	-20.00%	
365	Sodding	SF	8640	$10.00	$86,400.00	$8.00	$69,120.00	$ (17,280.00)	-20.00%		$1.65	$14,256.00	$ (72,144.00)	-83.50%		$3.00	$25,920.00	$ (60,480.00)	-70.00%	
*420R	Regrade a Pullbox Frame and Cover	EA	1	$500.00	$500.00	$400.00	$400.00	$ (100.00)	-20.00%		$1,000.00	$1,000.00	$ 500.00	100.00%		$2,500.00	$2,500.00	$ 2,000.00	400.00%	
*442W	Epoxy Reflectorized Pavements Markings (White)	LF	10	$2.50	$25.00	$8.00	$80.00	$ 55.00	220.00%		$10.00	$100.00	$ 75.00	300.00%		$30.00	$300.00	$ 275.00	1100.00%	
442Y	Epoxy Reflectorized Pavements Markings (Yellow)	LF	525	$2.50	$1,312.50	$8.00	$4,200.00	$ 2,887.50	220.00%		$10.00	$5,250.00	$ 3,937.50	300.00%		$30.00	$15,750.00	$ 14,437.50	1100.00%	
701	Remove, Store and Reset Existing Bench	EA	8	$1,000.00	$8,000.00	$500.00	$4,000.00	$ (4,000.00)	-50.00%		$1,000.00	$8,000.00	$ -	0.00%		$2,000.00	$16,000.00	$ 8,000.00	100.00%	
702	Remove, Dispose and Replace Brick Facing	SF	7490	$100.00	$749,000.00	$7.00	$52,430.00	$(696,570.00)	-93.00%	Major Below	$250.00	$1,872,500.00	$1,123,500.00	150.00%	Major Above	$110.00	$823,900.00	$ 74,900.00	10.00%	
703	Remove, Store and Reinstall Existing Granite Cap	LF	750	$167.00	$125,250.00	$90.00	$67,500.00	$ (57,750.00)	-46.11%		$100.00	$75,000.00	$ (50,250.00)	-40.12%		$100.00	$75,000.00	$ (50,250.00)	-40.12%	
704	Maintenance and Repair of Cast-in-Place Concrete	SF	10090	$60.00	$605,400.00	$35.00	$353,150.00	$(252,250.00)	-41.67%		$80.00	$807,200.00	$ 201,800.00	33.33%		$300.00	$3,027,000.00	$2,421,600.00	400.00%	Major Above
705	Slip Slab	LF	100	$10.00	$1,000.00	$25.00	$2,500.00	$ 1,500.00	150.00%		$200.00	$20,000.00	$ 19,000.00	1900.00%		$25.00	$2,500.00	$ 1,500.00	150.00%	
706	Remove, Store and Reuse Existing Granite Block Facing	SF	3750	$100.00	$375,000.00	$95.00	$356,250.00	$ (18,750.00)	-5.00%		$10.00	$37,500.00	$ (337,500.00)	-90.00%	Major Below	$110.00	$412,500.00	$ 37,500.00	10.00%	
707	Joint Sealants	LF	1585	$20.00	$31,700.00	$32.00	$50,720.00	$ 19,020.00	60.00%		$25.00	$39,625.00	$ 7,925.00	25.00%		$10.00	$15,850.00	$ (15,850.00)	-50.00%	
708	Grouting	SF	940	$50.00	$47,000.00	$17.50	$16,450.00	$ (30,550.00)	-65.00%		$10.00	$9,400.00	$ (37,600.00)	-80.00%		$100.00	$94,000.00	$ 47,000.00	100.00%	
709	Remove, Store and Reset Existing Light Pole	EA	8	$2,000.00	$16,000.00	$600.00	$4,800.00	$ (11,200.00)	-70.00%		$2,300.00	$18,400.00	$ 2,400.00	15.00%		$5,000.00	$40,000.00	$ 24,000.00	150.00%	
710	Remove and Replace Flashing	LF	38	$75.00	$2,850.00	$45.00	$1,710.00	$ (1,140.00)	-40.00%		$200.00	$7,600.00	$ 4,750.00	166.67%		$200.00	$7,600.00	$ 4,750.00	166.67%	
711	Clean and Repoint Granite Stones	SF	8400	$50.00	$420,000.00	$25.00	$210,000.00	$(210,000.00)	-50.00%	Major Below	$20.00	$168,000.00	$ (252,000.00)	-60.00%	Major Below	$25.00	$210,000.00	$(210,000.00)	-50.00%	Major Below
712	Remove, Store and Reset Landscape Appurtenances	EA	1	$2,000.00	$2,000.00	$1,000.00	$1,000.00	$ (1,000.00)	-50.00%		$2,000.00	$2,000.00	$ -	0.00%		$5,000.00	$5,000.00	$ 3,000.00	150.00%	
713	Hand and/or Pneumatic Excavation	CY	50	$240.00	$12,000.00	$865.00	$43,250.00	$ 31,250.00	260.42%		$10.00	$500.00	$ (11,500.00)	-95.83%		$300.00	$15,000.00	$ 3,000.00	25.00%	
714	Align Aluminum Edging	LF	354	$12.00	$4,248.00	$20.00	$7,080.00	$ 2,832.00	66.67%		$25.00	$8,850.00	$ 4,602.00	108.33%		$30.00	$10,620.00	$ 6,372.00	150.00%	
715	Round Stone	SF	700	$15.00	$10,500.00	$51.00	$35,700.00	$ 25,200.00	240.00%		$8.00	$5,600.00	$ (4,900.00)	-46.67%		$150.00	$105,000.00	$ 94,500.00	900.00%	
716	Bark Chip Mulch	SY	200	$20.00	$4,000.00	$60.00	$12,000.00	$ 8,000.00	200.00%		$50.00	$10,000.00	$ 6,000.00	150.00%		$30.00	$6,000.00	$ 2,000.00	50.00%	
717	Integral Color Pigment for Cement Concrete	LBS	2315	$5.00	$11,575.00	$2.00	$4,630.00	$ (6,945.00)	-60.00%		$10.00	$23,150.00	$ 11,575.00	100.00%		$6.00	$13,890.00	$ 2,315.00	20.00%	
718	Imprinting on Concrete Pavement or Sidewalk	SF	14480	$20.00	$289,600.00	$5.00	$72,400.00	$(217,200.00)	-75.00%	Major Below	$2.00	$28,960.00	$ (260,640.00)	-90.00%	Major Below	$20.00	$289,600.00	$ -	0.00%	
719	Low-Voltage Electrical Power Conductors and Cables	LS	1	$20,203.30	$20,203.30	$62,250.00	$62,250.00	$ 42,046.70	208.12%		$28,000.00	$28,000.00	$ 7,796.70	38.59%		$28,000.00	$28,000.00	$ 7,796.70	38.59%	
720	Grounding and Bonding for Electrical Systems	LS	1	$2,500.00	$2,500.00	$17,031.00	$17,031.00	$ 14,531.00	581.24%		$3,500.00	$3,500.00	$ 1,000.00	40.00%		$1,000.00	$1,000.00	$ (1,500.00)	-60.00%	
721	Raceways and Boxes for Electrical Systems	LS	1	$33,069.00	$33,069.00	$11,508.09	$11,508.09	$ (21,560.91)	-65.20%		$70,000.00	$70,000.00	$ 36,931.00	111.68%		$80,000.00	$80,000.00	$ 46,931.00	141.92%	
722	Underground Ducts and Raceways for Electrical Systems	LS	1	$4,620.00	$4,620.00	$16,759.96	$16,759.96	$ 12,139.96	262.77%		$2,900.00	$2,900.00	$ (1,720.00)	-37.23%		$35,000.00	$35,000.00	$ 30,380.00	657.58%	
723	Identification for Electrical Systems	LS	1	$5,000.00	$5,000.00	$7,500.00	$7,500.00	$ 2,500.00	50.00%		$200.00	$200.00	$ (4,800.00)	-96.00%		$6,000.00	$6,000.00	$ 1,000.00	20.00%	
724	Foundation for Lights	EA	8	$3,000.00	$24,000.00	$954.38	$7,635.04	$ (16,364.96)	-68.19%		$1,875.00	$15,000.00	$ (9,000.00)	-37.50%		$1,500.00	$12,000.00	$ (12,000.00)	-50.00%	
725	Hangers and Supports for Electrical Systems	LS	1	$1,615.00	$1,615.00	$3,435.79	$3,435.79	$ 1,820.79	112.74%		$4,000.00	$4,000.00	$ 2,385.00	147.68%		$1,000.00	$1,000.00	$ (615.00)	-38.08%	
726	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	LS	1	$2,500.00	$2,500.00	$2,227.89	$2,227.89	$ (272.11)	-10.88%		$1,000.00	$1,000.00	$ (1,500.00)	-60.00%		$1,000.00	$1,000.00	$ (1,500.00)	-60.00%	
727	Lighting Control Devices	LS	1	$6,740.00	$6,740.00	$7,566.27	$7,566.27	$ 826.27	12.26%		$7,500.00	$7,500.00	$ 760.00	11.28%		$14,000.00	$14,000.00	$ 7,260.00	107.72%	
728	Enclosed Switches and Circuit Breakers	LS	1	$190.00	$190.00	$8,322.90	$8,322.90	$ 8,132.90	4280.47%		$3,400.00	$3,400.00	$ 3,210.00	1689.47%		$1,000.00	$1,000.00	$ 810.00	426.32%	
729	LED Exterior Lighting	LS	1	$25,910.00	$25,910.00	$55,500.00	$55,500.00	$ 29,590.00	114.20%		$96,500.00	$96,500.00	$ 70,590.00	272.44%		$150,000.00	$150,000.00	$ 124,090.00	478.93%	
730	Replace Granite Block Facing	SF	50	$200.00	$10,000.00	$57.00	$2,850.00	$ (7,150.00)	-71.50%		$200.00	$10,000.00	$ -	0.00%		$400.00	$20,000.00	$ 10,000.00	100.00%	
731	Painting of Fire Sprinkler Piping	LF	760	$5.00	$3,800.00	$90.00	$68,400.00	$ 64,600.00	1700.00%	Major Above	$15.00	$11,400.00	$ 7,600.00	200.00%		$40.00	$30,400.00	$ 26,600.00	700.00%	
732	Remove, Store and Reset Existing Handrail	LF	60	$100.00	$6,000.00	$240.00	$15,996.00	$ 9,996.00	166.60%		$60.00	$3,600.00	$ (2,400.00)	-40.00%		$200.00	$12,000.00	$ 6,000.00	100.00%	
733	Overlay Concrete, Class DP	SY	723	$145.00	$104,835.00	$110.00	$79,530.00	$ (25,305.00)	-24.14%		$105.00	$75,915.00	$ (28,920.00)	-27.59%		$200.00	$144,600.00	$ 39,765.00	37.93%	
744	Force Account Work	LS	1	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$ -	0.00%		$50,000.00	$50,000.00	$ -	0.00%		$50,000.00	$50,000.00	$ -	0.00%	

* A Major Item is a contract pay item for which the original unit bid price multiplied by the original item quantity exceeds 1.5% of the total contract bid price.

TOTAL	$5,245,775.66

TOTAL	$3,338,130.30 REJECTED
Difference from EE	-$1,912,645.32
% Diff. from EE	-36.46%

TOTAL	$6,272,409.00
Difference from EE	$1,026,633.34
% Diff. from EE	19.57%

TOTAL	$8,274,200.00
Difference from EE	$3,028,424.34
% Diff. from EE	57.73%

Note: All individual item amounts were inputted correctly, however the total amount was wrongly calculated.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: March 30, 2026

SUBJECT: **RECOMMENDATION OF BID REJECTION**

Contract Number:	H90059-01G
Title:	Supreme Court Loading Dock Rehabilitation
Engineer's Estimate:	$ 5,245,775.66
BIDS RECEIVED ON:	February 3, 2026

The Bids received for the above referenced contract have been examined, as tabulated in the bid comparison (attached). The bid submitted by Sasco Construction Service, LLC, in the amount of $ 3,333,130.34 is not acceptable as the lowest responsible bidder for the following reasons:

1. Sasco, had multiple inconsistencies in their prices, as the numerical amounts for the unit prices did not always align with the written words. Additionally, there were errors in the calculation of the amounts of several items. Errors are highlighted in the attached spreadsheet with revised numbers.

2. It should also be noted that for several written words amounts, their input was based on a different Qty and/or a written amount wasn't even provided or had a disclaimer. Below are the several items in question:

    a. Item 1M/F – gave unit price per month. Additionally, the amount of the bid item was based on 18 months, when the contract duration should be 12 months. As such the bid price/amount was modified to $48,000. This is also concerning as it suggests they don't know that the contract is for 12 months.
    b. Item 81- With the written amount they wrote the following disclaimer 'Price Subject to change due to market fluctuations. Please note that we have a Steel Price Adjustment item in the contract, so they will be locked into the $150/lbs, which is about ten times higher than market value currently.
    c. Item 102 – Did not provide a written price, as they wrote the following 'Based on Laborer Heavy Highway wage rate for a duration of up to 90 days. This is a lump sum item so we used the numerical value provided in the spreadsheet, but we would need clarification on if we can even use the numerical value since as per Instructions to Bidder Item 2: "In case of any discrepancy in the unit price or amount bid for any item in the proposal, the unit price, as expressed in written words, shall govern.".

3. In addition to the errors and added disclaimers, several line items in their bid came in significantly below the engineer's estimate, with the following items of particular concern:

    a. Item 144MOD – Waterproofing Membrane
    b. Item 702 – Remove, Dispose and Replace Brick Facing
    c. Item 718 – Imprinting on Concrete pavement or sidewalk (However, the 2nd bidder also came in very low on this item, whereas the 3rd bidder had the same price as our engineers estimate.)

4. Items 144MOD and 702 are among the essential components of the project and their pricing appears to be an order of magnitude lower.

SUBJECT: RECOMMENDATION OF BID REJECTION

Contract Number: H90059-01G
Title: Supreme Court Loading Dock Rehabilitation
Engineer's Estimate: $ 5,245,775.66
BIDS RECEIVED ON: February 3, 2026

5. Under Question 4 of the Qualification Statement, which asks to list the projects Contractor has performed in the past few years which they feel would qualify them for this work, they only put one project "Seratoga State Park" which included Masonry and Sitework for $400,000.00. We are unaware of any previous work our department has with this Contractor.

The low bid by Sasco Construction Service, LLC, is 36.46% below the engineer's estimate. After reviewing all documentation submitted by the contractor, it was found that Sasco Construction Service, LLC, does not meet the required goals for this project.

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action. If you approve of our recommendation to reject the apparent low bid we will begin review of the apparent second low bidder.

Joseph J Pecora

for Michael Kwaschyn
Commissioner

MK:TMG:jd
c: Thomas M. George, Deputy Commissioner
Jane Houdek, Attorney for Department of Public Works
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Paggi, Chief Civil Engineer
Saji Varughese, Project Manager IV
Daniel Wong, Civil Engineer II

APPROVED:

3/31/26

Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

Via Certified Mail Return Receipt Requested

April 2, 2026

SASCO Construction Service LLC
3 Grace Avenue
Great Neck, New York 11021

Att: Tahir Bhutta, President

Re: Supreme Court Loading Dock Rehabilitation
Contract No.:H90059-01G

To Whom It May Concern:

Please be advised that upon completion of the standard bid analysis, the Department has found multiple inconsistencies and issues. Therefore, SASCO Construction Service LLC does not meet the required goals for this project:

1. For several written words amounts, the input was based on a different quantity and/or a written amount wasn't even provided or had a disclaimer. Below are the several items in question:

    a. Item 1M/F – Gave unit price per month. Additionally, the amount of the bid item was based on 18 months, when the contract duration should be 12 months.
    b. Item 81- Wrote the following disclaimer 'Price Subject to change due to market fluctuations.'
    c. Item 102 – Did not provide a written price and wrote the following 'Based on Laborer Heavy Highway wage rate for a duration of up to 90 days.'

2. In addition to the errors and added disclaimers, several line items in the bid came in significantly low, with the following items of particular concern:

    a. Item 144MOD – Waterproofing Membrane
    b. Item 702 – Remove, Dispose and Replace Brick Facing
    c. Item 718 – Imprinting on Concrete pavement or sidewalk

3. Under Question 4 of the Qualification Statement, which asks to list the projects Contractor has performed in the past few years which they feel would qualify them for this work, only one project "Seratoga State Park",(sic) which included Masonry and Sitework for $400,000.00 was listed. We are unaware of any previous work our department has with SASCO.

Via Certified Mail Return Receipt Requested

SASCO Construction Service LLC
Att: Tahir Bhutta, President
April 2, 2026

Re: Supreme Court Loading Dock Rehabilitation
Contract No.:H90059-01G

As a result, the Department will not be proceeding with an award of the above-referenced contract to your firm.

The Department will proceed with an award of the contract to the next lowest responsible bidder.

Very truly yours,

Joseph J Pecora P.E.

for Michael Kwaschyn, P.E.
Commissioner of Public Works

MK:TMG:jd
c: Thomas M. George, Deputy Commissioner of Public Works
Douglas Tuman, Deputy Commissioner of Public Works
Loretta Dionisio, Assistant to Deputy Commissioner for Administration
Jane Houdek, Counsel, Department of Public Works
Christopher Paggi, Chief Civil Engineer
Saji Varughese, Project Manager IV
Elizabeth Kobel, Administrative Officer
Daniel Wong, Civil Engineer II

Request to Initiate - R25-0230 (P25-0141 - Supreme Court Loading Dock Rehabilitation)

RTI Status	**Active**		
Request Type	**RFBC**		
Service Requested	**Construction of Supreme Court Loading Dock Rehabilitation**		
Justification	**The Nassau County Supreme Court loading dock deck, access ramps, retaining walls, plaza and walkway around the building are in need of rehabilitation due to water infiltration and deterioration.**		
Requested By	**Public Works**	Project Manager	**Daniel Wong**
Project Cost for this Phase / Contract	**Construction**		
PIR Phase Amount Listed	**5,100,000.00**	Phase Cost	**5,100,000.00**
Total Project Cost	**$5,100,000.00**		
Start Work	**08/03/2026**	Duration	**12 months**
Renewal Options			
Procurement Method	**Formal Sealed Bid**		
Procurement Method Reason			
Priority Justification	**Other**		

Funding Source

Funding Type	Capital Project	Capital Detail	Funding Code	County	Federal (Direct)	Federal (Pass Thru State)	State	Other	Created On	Created By
Capital	90059 - Nassau County Supreme Court Loading Dock Underpass	000	PWCAPCAP	5,100,000.00		0			09/17/2025	James Woytysiak

State Environmental Quality Review Act

Type II Action

Supplemental Environmental Documentation

Outsourcing Questionnaire

Question	Answer
Does the County own the proper equipment to do the work?	
If the County does not own the proper equipment can it rent/lease the equipment?	
If the County does not own the proper equipment what is the time frame to buy the equipment?	
If the County does not own the proper equipment what is the cost of the equipment?	
If the Department, chooses to buy the equipment is the cost budgeted?	
If Yes and choosing to outsource, please explain why?	
What is the duration of the project if done inhouse? • Employee / Man Hours • Number of DaysShow calculations.	
What is the duration of the project if out sourced?	
What is the priority of the project? (Emergency, High, Medium, Low)	
Is the project subject to seasonality?	
What is the project cost of the project in done in-house? • Labor • MaterialsShow calculation if possible.	
What is the project cost of the project if outsourced?	
Does this require a specific skill set not currently within the County work force?	
Does the Title exist to perform the function?	
Does the skill set require specific training?	
Does the Skill set require certification certificates?	
Are continuing education credits required to maintain certification?	
Is this a task that must be performed often?	
If the task is not performed often would the employee remain proficient in the duties required?	
Is this project installing an operation system requiring a licensed installer from the manufacture?	
Are there any warranties that would be voided if not installed by a licensed person or company?	
Do County employees always perform this function?	
If County employees do not normally perform the function, please specify why?	
If County employees normally perform the function why is DPW choosing to outsource?	
Is there associated risk liability that would necessitate outsourcing?	
Is the project paid via outside funding?	
Does the outside funding require outsourcing for it to be reimbursed?	

Approvals

Request Submitted	**Daniel Wong**	**09/17/2025 03:17 pm**
Funding Added	**See Funding Source Tab**	
Capital Funding Approved	**James Woytysiak**	**09/17/2025 03:46 pm**
AIM Entered	**Deanna Funk**	**09/18/2025 06:15 am**
Time Sheet Code	**25-0230**	
Commissioner Approved	**William Nimmo**	**09/22/2025 09:14 am**
DCE / Ops Approved	**Arthur Walsh**	**09/23/2025 09:37 am**

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Daniel Wong, Civil Engineer II

FROM: Office of the Commissioner

DATE: October 8, 2025

SUBJECT: CSEA Sub-Contracting Approval
C25-0230 Contract Number: n/a
Supreme Court Loading Dock Rehabilitation

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C25-0230.**

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

Sean McBride
Deputy Commissioner

SM:jd
c: Michael Kwaschyn, Commissioner
Thomas M. George, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS

C25-0230

Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Kris Kalender, President

FROM: Department of Public Works

DATE: September 29, 2025

SUBJECT: CSEA Notification of a Proposed DPW Contract
Supreme Court Loading Dock Rehabilitation

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a construction contract for the following services: Supreme Court Loading Dock Rehabilitation

2. The work involves the following: waterproofing underpass structure, rehabilitating concrete structural slabs and concrete encased steel beams, replacing brick face and coping stones of ramp walls, upgrading drainage, upgrading lighting, rehabilitating concrete pavement, replacing plaza and walkways around the Supreme Court building, landscaping, painting sprinkler system.

3. An estimate of the cost is: $5,100,000.00

4. An estimate of the duration is: Twelve (12) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Sean McBride, Deputy Commissioner, telephone 1-6887, fax 1-9657.

Sean McBride
Deputy Commissioner

SM:TMG:jd

c: Melissa Gallucci, Commissioner, Shared Services
Ross Bratin, Deputy Director, Office of Labor Relations
Thomas M. George, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Yansick, Unit Head, Financial Management Unit
Tracy Ritchie, Unit Head, Human Resources Unit
Christopher Paggi, Chief Civil Engineer
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Daniel Wong, Civil Engineer II
Elizabeth Cotton, Special Assistant, Office of Labor Relations

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
1M/F	1	LS	Mobilization With Field Office	For: four hundred seventy five thousand, dollars, zero cents	475,000.00	475,000.00
2	1570	CY	Unclassified Excavation	For: fifty five dollars, zero cents	55.00	86,350.00
3	210	CY	Trench, Culvert and Bridge Excavation	For: fifty five dollars, zero cents	$55.00	11,550.00
4A	1140	SY	Cement Concrete Breaking (Pavement)	For: fourty eight dollars, zero cents	48.00	54,720.00
5C	310	CY	Selected Fill	For: fifty five dollars, zero cent	55.00	17,050.00
9	200	CY	Topsoil	For: sixty dollars, zero cents	60.00	12,000.00
10A-1	140	SF	Excavation Protection System	For: Twenty five dollars, zero cent	25.00	3500.00
12H	30	LF	Clean Existing Drainage System	For: Twenty dollars, zero cents	20.00	600.00
12E-8	210	LF	8" Cast Iron Culvert Pipe	For: one hundred and twenty dollars, zero cents	120.00	25,200.00
12P-4	127	LF	4 Inch Smooth Interior Corrugated Polyethylene Drainage Pipe	For: Twenty nine dollars, zero cents	29.00	3,683.00
12P-6	35	LF	6 Inch Smooth Interior Corrugated Polyethylene Drainage Pipe	For: fourty eight dollars, zero cents.	48.00	1,680.00

NO TEXT ON THIS PAGE

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
12P-10	450	LF	10 Inch Smooth Interior Corrugated Polyethylene Drainage Pipe	For: Thirty nine dollars, zero cents	39.00	17,550.00
13BP-4	7	LF	Precast Manhole, 4'-0" Diameter	For: Six hundred dollars, zero cents	600.00	4,200.00
13C	12	EA	Area Drain	For: one thousand, eight hundred Seventy five dollars, zero cents	1,875.00	22,500.00
14	5	EA	Connections to Existing Drainage Facilities	For: five hundred dollar, zero cents	500.00	2,500.00
15	3	EA	Rehabilitation of Catch Basins	For: one thousand five hundred dollars, zero cents	1,500.00	4,500.00
20	30	CY	Broken Stone, Loose Measure	For: one hundred dollars, zero cents	100.00	3,000.00
24	90	CY	Cement Concrete Pavement	For: five hundred dollars zero cents	500.00	45,000.00
26MOD	1025	LF	Concrete Curb - Edge Restraint Assembly	For: sixty dollars, zero cents	60.00	61,500.00
26	10	LF	Concrete Curb	For: one hundred dollars, zero cents	100.00	1,000.00
27	12190	SF	Cement Concrete Sidewalk	For: eighteen dollars, zero cents	18.00	219,420.00
30	250	sy	Metal Reinforcement for Concrete Pavement	For: Twenty dollars, zero cents.	20.00	5,000.00

NO TEXT ON THIS PAGE

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
58RPC	930	LF	Saw Cutting Existing Roadway Pavement and Concrete	For: Two dollars, Zero cents	2.00	1,860.00
81	100	LBS	Structural Steel	For: Ten dollars, Zero cents	10.00	1,000.00
95	50	LF	Metal Protection Plates for Curbs	For: Two hundred dollars, zero cents	200.00	10,000.00
102	1	LS	Work Zone Traffic Control	For: Six hundred seventy five ~~thousand~~ dollars, zero cents	675,000.00	675,000.00
104XF	52	LF	Remove Existing Fence	For: Twenty dollars, zero cents	20.00	1,040.00
106A	16	LF	Post Painting	For: One hundred dollars, zero cents	100.00	1,600.00
106VBG	52	LF	Vehicle Barrier Gate	For: Four hundred dollars, zero cents	400.00	20,800.00
133	780	LF	Clean & Fill Joints & Cracks	For: Thirty dollars, zero cents	30.00	23,400.00
136	1	LS	Survey Stakeout	For: Five thousand dollars, zero cents	5,000.00	5,000.00
141B	21	EA	Silt Protection for Surface Inlet Drainage Structure	For: Two hundred dollars, zero cents	200.00	4,200.00
142D	1	LS	Structural Steel Painting, Paint System D	For: Two hundred thousand dollars, zero cents	200,000.00	200,000.00

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
144MOD	2000	SY	Waterproofing Membrane	For: ~~one hundred~~ eighty five dollars, zero cents	~~100.00~~ 185.00	~~200,000.00~~ 370,000.00
145MOD	460	GAL	Protective Coating	For: one hundred fifty dollars, zero cents	150.00	69,000.00
158A	1290	SF	Geotextile Cloth	For: One dollar, zero cents	1.00	1,290.00
162A-1	850	EA	Groundcovers & Ornamental Grass (1 Gallon Container)	For: fifty five dollars, zero cents	55.00	46,750.00
162A-2	2	EA	Groundcovers & Ornamental Grass (2	For: fifty five dollars, zero cents	55.00	110.00
162B	45	EA	Perennial Bulbs	For: fifty five dollars, zero cents	55.00	2,475.00
179C	1025	LF	Aluminum Plant Bed Edge	For: Twenty five dollars, zero cents	25.00	25,6250.00
180	30	LF	Trench Drain	For: Three hundred twenty dollars, zero cents	320.00	9,600.00
199*	1	LS	Interim Payments	For: one hundred forty thousand dollars, zero cents	$140,000.00	140,000.00
199S*	1	LS	Steel/Iron Price Adjustment	For: Five thousand dollars zero cents	$5,000.00	5,000.00
361B	1	EA	Planting Trees and Shrubs	For: one thousand five hundred dollars zero cents	1,500.00	1,500.00

NO TEXT ON THIS PAGE

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
361E	230	EA	Planting Trees and Shrubs	For: one hundred thirty five dollar Zero Cents	135.00	31,050.00
361F	7	EA	Planting Trees and Shrubs	For: four hundred dollars, zero cents	400.00	2,800.00
365	8640	SF	Sodding	For: one dollar, sixty five cents	1.65	14,256.00
420R	1	EA	Regrade a Pullbox Frame and Cover	For: one thousand dollars, zero cents	1,000.00	1,000.00
442W	10	LF	Epoxy Reflectorized Pavements Markings (White)	For: Ten dollars, zero cents	10.00	100.00
442Y	525	LF	Epoxy Reflectorized Pavements Markings (Yellow)	For: Ten dollars, zero cents	10.00	5,250.00
701	8	EA	Remove, Store and Reset Existing Bench	For: one thousand dollars, zero cents	1,000.00	8,000.00
702	7490	SF	Remove, Dispose and Replace Brick Facing	For: two hundred fifty dollars, zero cents	250.00	1,872,500.00
703	750	LF	Remove, Store and Reinstall Existing Granite Cap	For: one hundred dollars, zero cents	100.00	75,000.00
704	10090	SF	Maintenance and Repair of Cast-in-Place Concrete	For: eighty dollars, zero cent	80.00	807,200.00
705	100	LF	Slip Slab	For: two hundred dollar zero cents.	200.00	20,000.00

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Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
706	3750	SF	Remove, Store and Reuse Existing Granite Block Facing	For: Ten dollars, no cents	10.00	37,500.00
707	1585	LF	Joint Sealants	For: Twenty five dollars, no cents	25.00	39,625.00
708	940	SF	Grouting	For: Ten dollar, zero cent	10.00	9,400.00
709	8	EA	Remove, Store and Reset Existing Light Pole	For: Two thousand, three hundred dollars, zero cent	2,300.00	18,400.00
710	38	LF	Remove and Replace Flashing	For: Two hundred dollars, zero cent	200.00	7,600.00
711	8400	SF	Clean and Repoint Granite Stones	For: Twenty dollar, no cent	20.00	168,000.00
712	1	EA	Remove, Store and Reset Landscape Appurtenances	For: Two thousand dollars, zero cent	2,000.00	2,000.00
713	50	CY	Hand and/or Pneumatic Excavation	For: Ten dollar zero cent	10.00	500.00
714	354	LF	Align Aluminum Edging	For: Twenty five dollar, zero cent	25.00	8,850.00
715	700	SF	Round Stone	For: eight dollars, zero cent	8.00	5,600.00
716	200	SY	Bark Chip Mulch	For: fifty dollars, zero cent	50.00	10,000.00

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Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
717	2315	LBS	Integral Color Pigment for Cement Concrete	For: Ten dollars, zero cents	10.00	23,150.00
718	14480	SF	Imprinting on Concrete Pavement or Sidewalk	For: Two dollars, zero cents	2.00	28,900.00
719	1	LS	Low-Voltage Electrical Power Conductors and Cables	For: Twenty eight thousand dollars, zero cents	28,000.00	28,000.00
720	1	LS	Grounding and Bonding for Electrical Systems	For: Three thousand, five hundred dollars, zero cents	3,500.00	3,500.00
721	1	LS	Raceways and Boxes for Electrical Systems	For: Seventy thousand dollars zero cents	70,000.00	70,000.00
722	1	LS	Underground Ducts and Raceways for Electrical Systems	For: Two thousand nine hundred dollars, zero cents	2,900.00	2,900.00
723	1	LS	Identification for Electrical Systems	For: Two hundred dollars, zero cents	250.00	250.00
724	8	EA	Foundation for Lights	For: One thousand eight hundred seventy five dollars zero cents	1,875.00	15,000.00
725	1	LS	Hangers and Supports for Electrical Systems	For: Four thousand dollars, zero cents	4,000.00	4,000.00
726	1	LS	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	For: one thousand dollars, zero cents	1,000.00	1,000.00
727	1	LS	Lighting Control Devices	For: Seven thousand ~~five~~ hundred dollars zero cents	7,500.00	7,500.00

NO TEXT ON THIS PAGE

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
728	1	LS	Enclosed Switches and Circuit Breakers	For: Three thousand four hundred dollar, zero cent	3,400.00	3,400.00
729	1	LS	LED Exterior Lighting	For: Ninety six thousand, five hundred dollars, zero cent	96,500.00	96,500.00
730	50	SF	Replace Granite Block Facing	For: Two hundred dollars zero cent	200.00	10,000.00
731	760	LF	Painting of Fire Sprinkler Piping	For: fifteen dollars no cent	15.00	11,400.00
732	60	LF	Remove, Store and Reset Existing Handrail	For: Sixty dollar no cent	60.00	3,600.00
733	723	SY	Overlay Conrete, Class DP	For: One hundred and five dollar, no cent	105.00	75,915.00
744*	1	LS	Force Account Work	For: fifty dollar no zero	$50,000.00	50,000.00

*Force Bid

Total Bid in Numbers $ 6,272,459.00

Total Amount in Words Six million, two hundred seventy two thousand, four hundred fifty-nine dollars and zero cent

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 10 years.

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 22 years

   b. as a Subcontractor 22 years.

3. List below the construction projects your firm has under way as of this date: See attached

	Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
1)	[redacted]	Roadway Reconstructions	<10%	NCDPW - Quaker Meeting House Rd Project # T-62801-01G 1194 Prospect Ave. Westbury, NY 11590
2)	[redacted]	Road construction + fencing.	50%	Town of Brookhaven, 1 Independence Hill Farmingville, NY 11773
3)	[redacted]	Drainage project	0%	Village of Floral Park one Floral Blvd, Floral Park NY 11002

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer

See attached sheet

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to You? NO
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? NO
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

NO TEXT ON THIS PAGE

c. ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? NO
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? NO
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

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d. that has ever been barred from bidding municipal or public contracts? NO
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? NO
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State. NO Violations of Prevailing wage or Supplemental payment Requirement by DoL of NYS.

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.
US DoL audit resulted in consent judgement of settlement which was fully satisfied → regaing. over time wages + travel time pay. audit period 2016-2019.
NYS DoL audit resulted in consent judgment of settlement - which is paid up according to payment agreement - re - overtime pay + travel wages - audit period 2016-2021.

10. In what other lines of business are you financially interested?
~~[illegible]~~
Bhuyel logistics corp - Trucking hauling company
Melo Haldy LLC - office Prorsed space.

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11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
manuel macedo	owner President	25 years.	Involved in all phases of Business	Full capacity

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
See attached.			

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

NO.

(use additional blank sheets if additional space is necessary)

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14. In what manner have you inspected this proposed work? Explain in detail.

Reviewed plans + specifications, on site visit / observe + noted existing conditions, etc.

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

- Plan Layout
  - Utility Mark out - Coordination.
  - ~~Excavation~~ / Demolition
  - Drainage install
  - Concrete work.
  - Brick work.
  - Repairs.

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

Manuel Macedo, owner.

- See attached

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
GL	Berkley	1/2M	7/1/25 - 7/1/26
Umbrella	Travelers	5M	7/1/25 - 7/1/26
WC	NYSIF	1M - 1	7/1/25 - 7/1/26
Auto	Riverport	1M	7/1/25 - 7/1/26

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18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

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NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

manuel macedo Being duly sworn, deposes and says:
That he resides at [redacted] Street,
in the City of [redacted] that he is the president of
Macedo contracting services inc.
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
this 2 day of February 20 24

SANDRA PIMENTEL
Notary Public, State of New York
No. 01PI6129920
Qualified in Suffolk County
Commission Expires July 5, 20 26

Notary

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says:
That he is a member of
the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says:
That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

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NOTICE OF AWARD

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WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and Covered Private Construction Projects in the State of New York, Subject to the Prevailing Wage Requirements of NYS Labor Law Article 8

MACEDO CONTRACTING SERVICES, INC.
DBA: Macedo Construction
685 Station Road
Bellport, New York 11713
Phone Number: 6316981120
Registration Number: 24-64BNF-CR
Date of Issue: 2024-12-13
Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

Roberta Reardon
Commissioner
New York State Department of Labor

New York State Department of Labor
Bureau of Public Work & Prevailing Wage Enforcement
State Office Campus, Building 12, Room 130
Albany, NY 12226

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

MACEDO CONTRACTING SERVICES, INC.
PO BOX 64
Ronkonkoma, New York 11779

Hello,

Enclosed is your **Certificate of Contractor Registration**. Please keep this document as proof of your registration.

This Certificate is valid for two (2) years, unless revoked or suspended.

If you bid or commence work on a public work project or covered private project without being properly registered, you may be subject to a civil penalty and denial of your registration application pursuant to NYS LL § 220-l(8).

If your registration or a subcontractor's registration lapses while performing contracted work on a covered project, the work for that project may be completed.

If you are determined unfit and your certificate is revoked or suspended, then a monitor approved by the Commissioner must be appointed to oversee the completion of the work at your expense.

If your certificate is to be suspended or revoked for any reason, you will receive a notice and an opportunity to contest at a hearing prior to the suspension or revocation taking effect.

Please note that any subcontractors or independent contractors you hire to work on a public work or covered private construction project must obtain their own Certificate of Contractor Registration to perform such work.

If you allow a subcontractor or independent contractor to perform work on a public work or covered private project without being properly registered, you and the other contractor may be subject to a civil penalty and revocation/suspension/denial of your registration pursuant to NYS LL § 220-l(8).

Any project where work is performed in violation of Contractor Registration requirements, or any provisions of NYS Labor Law Article 8, is subject to the issuance of a Stop Work Order, pursuant to NYS LL § 224-B.

Shaun McCready

Shaun McCready
Director of Public Work &
Prevailing Wage Enforcement

Macedo Contracting Services Inc
Attached sheet page 1 of 3

Bid: County of Nassau Department of Public works:
Supreme Court Loading Dock Rehabilitation

Contract No: H90059-01G
Bid date: February3, 2026

CONTRACTOR QUALIFICATIONS STATEMENT:

#3 List below the construction projects your firm has underway as of this date:

A) Nassau County DPW: Quaker Meeting House rd. Roundabout
Contract amount [redacted]
Percentage complete <10%%

B) Village of Floral Park: 2024 Recharge Basin and Drainage Improvements Program
Contract amount [redacted]
Percentage complete 0%

C) Town of Brookhaven: Calabro Airport security Access Road And fence
Contract amount [redacted]
Percentage complete: 70%

D) Town of Oyster Bay: Highway Improvements to the Parkway Drive Area Phase 1 Contract amount: [redacted]
Percentage complete 95%

#4 List the projects which your firm as a firm performed in the past few years which you feel will qualify you for this work:

A) Nassau County DPW: Parking Field #14 and South rd improvements
Contract amount [redacted]
Full site renovation, drainage, asphalt, concrete, plantings, signs, fencing
Completed December 2025

B) Town of Brookhaven: Storm Water improvements to ST George Drive area
Owner: Town Of Brookhaven
Drainage installation, recharge basin, and paving, and landscape
Nelson & Pope
Contract [redacted]
Completed October 2025

C) Town of Hempstead: PW 16-24
Owner: Town of Hempstead
Drainage , excavation, concrete, asphalt
ZIE Engineering
Contract: [redacted]
Completed: October 2025

D) Terryville Fire District Station 2- Phase 1 Sitework
Class work: Site work, excavation, drainage
Completed December 2025

E) Garden City UFSD concrete slab replacement:
Class of work: excavation, concrete
Completed august 2025

F) Town of East Hampton: Cantwell Court Road & Drainage project
Owner Town of East Hampton 159 Pantigo Rd East Hampton, NY 11937
Heavy& highway/road work and drainage
DB Bennet PC
Contract amount: [redacted]
Class of work: asphalt, concrete, drainage, land clearing
Completed December 2025

G) Town of Oyster Bay: Hicks Avenue Phase 3
Owner Town of Oyster Bay 74 Audrey Ave, Oyster Bay
Roadway improvements, drainage, concrete Milling & paving
LKMA Engineering
Contract amount: [redacted]

H) Village of Hempstead 2024 Roadway Improvements
Roadway improvements, curb/gutter, sidewalk, drainage, milling and paving
H2M engineering
Contract amount: [redacted]

I) Town of Brookhaven: Hilltop Drive Improvements.
Asphalt, drainage, landscape
LMKA engineering
Contract amount [redacted]

J) Town of Hempstead: PW 27-23
Owner Town of Hempstead, 1 Washington St, Hempstead, NY 11550
Heavy& highway/road work.
Cashin Associates PC
Contract amount: [redacted]
Class of work: asphalt, concrete
Date completed: June 2024

K) Town of Oyster Bay: PW 028-24
Owner Town of Oyster bay 74 Audrey Ave, Oyster Bay
Roadway improvements
Cameron Engineering
Contract Amount: [redacted]
Class of work: Paving, concrete, etc..
Date completed: July 2024

L) Town of Hempstead: PW 58-21
Owner Town of Hempstead, 1 Washington St, Hempstead, NY 11550
NV5 Engineering PC

Heavy& highway/road work
Contract amount: [redacted]
Class of work: Drainage, asphalt, concrete, recharging basin, trenching, soil removals
Date complete: June 2023

M) Town of Hempstead: PW 35-22
Owner Town of Hempstead, 1 Washington St, Hempstead, NY 11550
Debruin Engineering PC
Heavy& highway/road work, Culvert, drainage construction
Contract amount: [redacted]
Class of work: Drainage, asphalt, concrete, trenching, culvert and drainage installation
Date complete: December 2023

N) Village of Mineola 2021 Roadway Improvements
Owner: Village of Mineola, 155 Washington st, Mineola, NY 11501
D&B Engineers and Architects
Heavy& highway/road work
Contract amount: [redacted]
Class of work: Drainage, asphalt, concrete
Date complete: June 2022

O) Village of Mineola 2022 Roadway Improvements
Owner: Village of Mineola, 155 Washington st, Mineola, NY 11501
D&B Engineers and Architects
Heavy& highway/road work
Contract amount: [redacted]
Class of work: Drainage, asphalt, concrete
Date complete: December 2022

P) Project: Oakland Court Stormwater Drainage Improvements
Owner: Town of Hempstead, 1 Washington St, Hempstead, NY 11550
Heavy& highway/road work
NV5 engineering
Contract Amount: [redacted]
Class of work: Drainage, asphalt, concrete
Date complete: May 2022

Q) Project: Town of Hempstead PW 08-21
Owner: Town of Hempstead
Engineer: ZI Engineering
Class of work: remove asphalt, sidewalk, curb and install new asphalt roadways and sidewalk and curbs.
Location of work: various streets
Contract amount: [redacted]
Class of work: Drainage, asphalt, concrete
Date complete: October 2021

R) Project: GOSR Island Park Downtown Revitalization & Complete Streets
Owner: County of Nassau Office of Public Works, 1194 Prospect Ave, Westbury, NY 11590
The Liro Group
Heavy& highway/road work
Contract amount: [redacted]
Class of work: Drainage, asphalt, concrete
Completed: July 2022

S) Project: 2021 recon./repl Stormwater catch basins on various streets HEMV Bid #3 & Second YEAR Term, 22-23 HEMV#& Same scope& third year awarded and completed
Owner: Village of Hempstead, 99 James A Garner way, Hempstead, NY 11550
Heavy& highway/road work
Village of Hempstead Engineering
Contract amount [redacted]
Class of work: Concrete, drainage, asphalt
Completed: September 2022 &20223 & 2024

T) Project: Landfill Transfer station slab repair
Owner: Town of Brookhaven, 1 Independence Hill Farmingville, NY
Concrete repair
LKMA engineering
Contract amount [redacted]
Class of work: Concrete
Completed: December 2023

U) Project: 2023 Park Lane Drainage upgrades
Owner: Village of Rockville Centre
Site improvements drainage
Village Of Rockville Centre engineering
Contract amount [redacted]
Class of work: drainage, concrete
Completed: July 2023

V) Town of Hempstead: PW 24-23
Owner Town of Hempstead, 1 Washington St, Hempstead, NY 11550
Heavy& highway/road work. Drainage installation
D&B Engineers and Architects
Contract amount: [redacted]
Class of work: Drainage, asphalt, concrete
Completed: May 2024

W) City of Long Beach, One west Chester St Long Beach, NY
Contract amount [redacted]
Class of work: Sewer replacement, asphalt
Completed: April 2024

#11 Construction experience of principal individuals:

A) Manuel Macedo – president/ owner. 23 years' experience in construction, self-employed for last 19 years. Specializing in all phases of concrete, asphalt, drainage, and masonry work. He supervised and monitors all major projects at full capacity.

B) Kevin Degore- 25+ years' experience in road work, streetscape, asphalt, drainage. Current position- major municipality work supervisor at full capacity.

#15 List below equipment that you own that is available for the proposed work, giving present location where it may be inspected.

1.Item: Case CX
Description, year, size: excavator 2018
Condition: good condition
Years in service: 7
Present location: 685 Station Rd Bellport,
2. Item: Hyndai
Description, year, size: excavator 2019
Condition: good condition
Years in service: 6
Present location: 685 Station Rd Bellport
3. Item: CAT paver
Description, year, size: roller, CB 34 paver
Condition: good condition
Years in service: 5
Present location: 685 Station Rd Bellport
4. Item: Leeboy paver
Description, year, size: paver 2022
Condition: good condition
Years in service: 2
Present location: 685 Station Rd Bellport
5. Item: Dynapc roller
Description, year, size: roller 2022
Condition: good condition
Years in service: 2
Present location: 685 Station Rd Bellport
6. Item:Kenworth
Description, year, size: roll off truck 2016
7. Much more completely owned equipment and trucks, too much to list. Can provide if lowest bidder.

Manuel C. Macedo
[redacted]

Phone: (516) 852-4593 **E-mail: macedomanuel14@gmail.com**

Professional Goal:
Continue to leverage my 25+ years of experience in the road construction industry to guide projects from inception to completion

Employment Skills & History:

Macedo Contracting Services Inc. 2004-Present
(former company name Macedo Construction Corp)

- Owner and full-on executive and on-site supervisor for successful Roadway reconstruction, concrete, asphalt, drainage, foundation work, concrete site work, landscape and more.
- Estimate/bid projects, read blue prints, take-offs
- Proven ability to complete municipal/site-work with jobs ranging between $1M - $7M on-time and under budget
- Ability to maximize daily production by motivating crews and building a strong network of relationships with townships, engineers and industry professionals (i.e. Town of Hempstead, Town of Brookhaven, Nassau DPW, Liro Group, Cameron Engineering, D&B etc.)
- Independent, creative problem solver, focusing on efficient use of resources with strict adherence to safety protocols
- Proven ability to troubleshoot and negotiate creative solutions between contractors and townships/Engineering team/ owners representative

Significant Accomplishments:
-NCDPW: Parking Field #14 & South Rd Improvements- Full site renovation, drainage, asphalt, concrete, plantings, signs, fencing . Completed December 2025. Project Amount [redacted]
- Village of Hempstead 2024 Roadway Improvements- Roadway improvements, curb/gutter, sidewalk, drainage, milling and paving. H2M engineering. Project Amoun[redacted]. Completed over Million dollars under budget.
- Town of Hempstead: PW 35-22 Culvert and Drainage and Roadway Improvements to Washington Ave Area, North Bellmore. Heavy& highway/road work, Culvert, drainage construction. Project amount:[redacted]complete dunder budget. [redacted]

Professional Associations:
Member of Local 138 Operating Engineers
30+Hour OSHA Certification
Class "A" CDL Drivers License

References Available Upon Request

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

manuel macedo, President — 2/2/2024
Name and Title of Authorized Representative — m/d/yy

Signature — 2/2/24
Date

macedo Contracting Services Inc.
Name of Organization

685 Stetson Rd Bellpca NY 11713
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	Macedo Contracting Services Inc.
Address (street/city/state/zip code):	685 Station Road, Bellport, NY 11713
Authorized Representative (name/title):	Manuel Macedo, President
Authorized Signature:	
Contract Number:	H90059-01G
Contract/Project Name:	County of Nassau- Supreme Court Loading Dock Rehabilitation
Contract/Project Description:	Supreme Court Loading Dock Rehabiliteton.-Rehabilitate Brickface, apply New waterproofing, drainage, Concrete and pavement and Landscaping.

Part 2- Projected MBE/WBE/SDVOB Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	6,272,409.00		
Total MBE Dollar Amount	95,000.00	MBE Contract Percentage	1.5%
Total WBE Dollar Amount	85,000.00	WBE Contract Percentage	1.36%
Total SDVOB Dollar Amount	Ø	SDVOB Contract Percentage	0%
Total Combined M/WBE/SDVOB Dollar Amount	180,000.00	Combined M/WBE/SDVOB Contract Percentage	2.87%

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: Liaviv Construction Corp (Trucking) Address: 87-40 Elmhurst Ave. City: Queens. State/Zip Code: NY. 11373 Authorized Representative: Luis Vicuna Telephone No. 347-567-8276		Amount ($): 95,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Ponderosa Fence Enterprises. Address: 110 Stewart Ave. City: Micksville, NY 11801 State/Zip Code: Authorized Representative: Mike Telephone No. 516-433-9471	Supply + Install Fence	Amount ($): 10,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Concrete by Design Ltd. Address: 68 Horseblock Rd. City: Centereach, NY 11720 State/Zip Code: Authorized Representative: Paula Simoes Telephone No. 631-981-1036	Concrete imprinting Rental, materials	Amount ($): 5,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: HSP Equipment Rental Address: 15-11 130 St College Pt. City: College Point, NY 11354 State/Zip Code: Authorized Representative: Telephone No. 718-358-4040	Equipment Rental	Amount ($): 10,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Holbrook Pipe Supply Inc. Address: 790 Grundy Ave. City: Holbrook NY 11741 State/Zip Code: Authorized Representative: Telephone No. 631-588-6880	Drainage, Pipe Material.	Amount ($): 10,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: GTS Builders Supply Address: 4701 Veterans Memorial Hwy. City: Holbrook State/Zip Code: NY 11741 Authorized Representative: Stephen. Telephone No. 631-585-7171	masonry materials	Amount ($): 50,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 5- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount ($) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.	Unable to utilize	Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Certified: --

E-96-26

FILED BY THE NASSSAU COUNTY CLERK OF THE LEGISLATURE AUGUST 27, 2026 11:37 PM

NIFS ID: CLAT26000021

Capital:

Contract ID #: **CQAT23000041**

NIFS Entry Date: **06/09/2026**

Department: County Attorney

Service: **special counsel (Workers' Comp Board)**

Term: **October 1, 2023 to September 30, 2028**

Contract Delayed:

Slip Type: **Amendment**		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Vecchione, Vecchione & Cano LLP**	ID#:**113242561**
Main Address: **147 Herricks Road Garden City Park, NY 11040**	
Main Contact: **Michael Vecchione**	
Main Phone: **(516) 741-7575**	

Department:
Contact Name: **Mary Nori**
Address: **1 West Street Mineola, New York 11501**
Phone: **(516) 571-6083**
Email: **hoggeri@nassaucountyny.gov,mnori@nassaucountyny.gov,acaruso@nassaucountyny.gov**

Contract Summary

Purpose: This is an amendment (1) with the firm Vecchione, Vecchione & Cano, LLP, (formerly known as Vecchione, Vecchione, Connors & Cano, LLP) the firm selected as special counsel to represent the County in legal proceedings mandated by and before the NYS Workers' Compensation Board.

Procurement History: The contract was entered into after a written RFP was issued on May 15, 2023, for law firms specializing in workers' compensation law. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and by publication on the County's bid board. Proposals were due on June 7, 2023. Two (2) proposals were received. The proposals were ranked and scored by an evaluation committee. The committee selected the highest-ranking proposer, which was Vecchione, Vecchione & Cano, LLP, (formerly known as Vecchione, Vecchione, Connors & Cano, LLP).

Description of General Provisions: The services ("Services") to be provided by Counsel under this Agreement shall consist of

representing Nassau County at hearings and all other legal proceedings mandated by the New York State Workers' Compensation Board.

Impact on Funding / Price Analysis: The term shall be extended for two (2) additional one (1) year periods. Each year shall have a maximum amount of $210,000, and also, for each year, an additional maximum amount of $4,000 for disbursements. So, the total maximum amount of $617,000 shall be increased by $428,000, for a new total maximum amount of $1,045,000.

There will be no partial encumbrance at this time.

Change in Contract from Prior Procurement: The Original Term shall be amended to extend the term by two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be September 30, 2028, unless sooner terminated.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 08/01/2024

Original procurement method: RFP issued May 15, 2023.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1100	DE	ATGEN1100	DE502	ATGEN1100 DE502	05	$0.01
						TOTAL		**$0.01**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.01
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$0.01**

Routing Slip

Department			
NIFS Entry	Mary Nori	06/26/2026 01:13PM	Approved
NIFS Final Approval	Mary Nori	06/26/2026 01:13PM	Approved
Final Approval	Mary Nori	07/07/2026 10:36AM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	07/07/2026 03:36PM	Approved
RE & Insurance Verification	Shannon Molloy	07/14/2026 04:00PM	Approved
NIFS Approval	Mary Nori	07/16/2026 11:40AM	Approved
Final Approval	Mary Nori	07/16/2026 11:40AM	Approved
OMB			
NIFS Approval	Raquel Rosen	07/07/2026 11:09AM	Approved
NIFA Approval	Irfan Qureshi	07/13/2026 12:41PM	Approved
Final Approval	Irfan Qureshi	07/13/2026 12:41PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	07/16/2026 11:57AM	Approved
DCE Compliance Approval	Robert Cleary	07/20/2026 12:40PM	Approved
Vertical DCE Approval	Arthur Walsh	08/26/2026 07:20PM	Approved
Final Approval	Arthur Walsh	08/26/2026 07:20PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	08/27/2026 11:11AM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND VECCHIONE, VECCHIONE & CANO LLP

WHEREAS, the County has negotiated an amendment to a personal services agreement with Vecchione, Vecchione & Cano LLP, to provide professional legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an amendment to the agreement with Vecchione, Vecchione & Cano LLP.

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Vecchione, Vecchione & Cano, LLP**, formerly known as **Vecchione, Vecchione, Connors & Cano, LLP**, with an office located at 147 Herricks Road, Garden City Park, New 11040 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT23000041 between the County and Counsel, executed on behalf of the County on August 1, 2024 (the "Original Agreement"), Counsel represents the County at hearings and all other legal proceedings mandated by the New York State Workers' Compensation Board, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from October 1, 2023, until September 30, 2026, provided that the County may renew under the same terms and conditions for two (2) additional one (1) year periods, for a possible term of five (5) years, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full consideration for the Services, was Six Hundred Seventeen Thousand Dollars ($617,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to amend the Original Term by exercising the two (2) available one (1) year renewal periods and increase the Maximum Amount of the Original Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Term shall be amended to extend the term by two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be September 30, 2028, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Amended Term").

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Four Hundred Twenty-Eight Thousand Dollars ($428,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be One Million Forty-Five Thousand Dollars ($1,045,000.00) (the "Amended Maximum Amount").

3. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that there will be no initial encumbrance. The

Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

VECCHIONE, VECCHIONE & CANO, LLP

By: _____

Name: Michael F. Vecchione, Esq

Title: Managing Partner

Date: June 2, 2026

NASSAU COUNTY

By: _____

Name: Thomas A Adams

Title: County Attorney

Date: June 5, 2026

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive
□ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 2nd day of June in the year 2026 before me personally came Michael F. Vecchione, Esq to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Managing Partner of Vecchione, Vecchione and Cano, LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

RONALD BALTER
Notary Public, State of New York
No. 02BA6254292
Qualified in Kings County
Commission Expires January 17, ~~2010~~ 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 5th day of June in the year 2026 before me personally came **Thomas A. Adams** to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Vecchione, Vecchione & Cano LLP

2. Amount requiring NIFA approval: $428,000.00

Amount to be encumbered: $0.01

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to October 1, 2023 to September 30, 2028

Has work or services on this contract commenced? Yes

If yes, please explain: This is an amendment to an existing contract.

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is an amendment (#1) with the firm Vecchione, Vecchione & Cano, LLP, (formerly known as Vecchione, Vecchione, Connors & Cano, LLP) the firm selected as special counsel to represent the County in legal proceedings mandated by and before the NYS Workers' Compensation Board.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 07/13/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [X] NO [ ] If yes, to what campaign committee?

2016 Friends of Mangano $2,500
2017 Citizens for Nicolello $500
2018 Curran for Nassau $1,000
2019 Citizens for Nicolello $500
2019 Curran for Nassau $1,000
2019 Jack Schnirman for Nassau $350.00
2020 Curran $1,000
2020 Citizens for Nicolello $500
2020 Jack Schnirman $250
2021 Citizens for Nicolello $250.00
2021 Curran for Nassau $1,500.00
2021 Curran for Nassau $1,000.00
2021 Citizens for Nicolello $125.00
2022 Nassau County Republican Committee $175.00
2022 Blakeman 2021 (Inauguration) $1,000.00
2022 Blakeman for Nassau $1,000.00
2023 Nicolello $250
2023 Blakeman $2,250
2024 Blakeman for Nassau $3,000
2024 Blakeman for Nassau $1,000
2025 Blakeman for Nassau $2,750
No additional donations from 5/15/2025 -12/31/2025
2026 Blakeman for New York $4,000

Electronically signed and certified at the date and time indicated by:
Michael F. Vecchione, Esq [MVECCHIONE@VECCHIONELAW.COM]

Dated: 06/04/2026 12:47:15 pm

Vendor: Vecchione, Vecchione & Cano, LLP

Title: Managing Partner

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Michael F. Vecchione, Esq

Date of birth: [redacted]

[redacted]

[redacted]

Country: US

Business Address: 147 Herricks Road

City:	Garden City Park	State/Province/ Territory:	NY	Zip/Postal Code:	11040
Country	US				
Telephone:	(516) 741-7575				

Other present address(es): 269 Hillside Ave

City:	Williston Park	State/Province/ Territory:	NY	Zip/Postal Code:	11596
Country:	US				
Telephone:	516 741-7575				

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	01/15/1985
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Maintains the largest percentage of equity compared to the other equity partner 80% - is the Managing Partner

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

The businesses are: 147 Herrick Reality, LLC is a real estate holding company for 147 Herricks Road Garden City Park, NY 11040 in which the main office of the Law Firm of Vecchione, Vecchione & Cano, LLC is located.
269 Hillside Reality, LLC is a real estate holding company that covers the addresses of 263 through 271 Hillside Ave Williston Park, 11596 which is back office of law firm-Vecchione, Vecchione & Cano, LLC & 3 rental properties

I do not own any not-for-profit organizations nor am I an officer of any not-for-profit organization.

These LLC's hold real estate ownership only. The above properties were created to hold the titles of the two offices the firm occupies and the 3 rentals. They are so closely related to the firm that they hold title to the properties the firm occupies. Both are passive entities and not active businesses.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such

business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Michael F. Vecchione, Esq , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Michael F. Vecchione, Esq , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Vecchione, Vecchione & Cano, LLP

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Michael F. Vecchione, Esq MVECCHIONE@VECCHIONELAW.COM

Managing Partner

Title

06/04/2026 11:36:36 am

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 06/08/2026

1) Proposer's Legal Name: Vecchione, Vecchione & Cano, LLP

2) Address of Place of Business: 147 Herricks Road

City: Garden City Park State/Province/ Territory: NY Zip/Postal Code: 11040

Country: US

Address: 269 Hillside Avenue

City: Williston Park State/Province/ Territory: NY Zip/Postal Code: 11596

Country: US

Start Date: End Date:

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone: (516) 741-7575

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: 861496446

5) Federal I.D. Number: [redacted]

6) The proposer is a: Other (Describe) Limited Liability Partnership

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

(1) Each time our firm receives a new matter we:
(a) Have either the Firm's Managing Partner or Equity Partner review it to make certain that there is no

conflict.
(b) The matter is searched in our database to confirm that there is no conflict of interest & a conflict of interest query is run.
(2) When our firm interviews potential new employees we question them as to whether there could be a potential conflict of interest

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/15/1985

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Michael F. Vecchione, Managing Partner, Office: 147 Herricks Road, Garden City Park, NY 11040, Home: 29 Post Ave East Williston NY 11596
Gina Cano, Equity Partner, Office: 147 Herricks Road Garden City Park, NY 11040 Home: 20 Pineridge Road Old Brookville, NY 11548

2 File(s) uploaded: VVCC Partners updated 10 2024 (4).docx, VVCC Partners updated 10 2024 (4).docx

iii) Name, address and position of all officers and directors of the company. If none, explain.

Michael F. Vecchione, Managing Partner, Office: 147 Herricks Road, Garden City Park, NY 11040, Home: 29 Post Ave East Williston NY 11596
Gina Cano, Equity Partner, Office: 147 Herricks Road Garden City Park, NY 11040 Home: 20 Pineridge Road Old Brookville, NY 11548

1 File(s) uploaded: VVCC Partners updated 10 2024 (4).docx

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

85

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

See Attached

1 File(s) uploaded: A viii Law Firm Accomplishments prior submitted accomplishments (2).docx

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

41

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

See Attached 1) Prior Related Experience 2) Prior Experience with Public Sector Clients 3) Additional information regarding Firm handling Legal Defense for Workers' Compensation

3 File(s) uploaded: Additional Firm Accomplishments - Current.docx, Prior Experience with Public Sector Clients.xlsx, Prior Related History (1).docx

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Travelers Insurance Company		
Contact Person	Helaine Aledort		
Address	P. O. Box 8924/3 Huntington Quadrangle So		
City	Melville	State/Province/Territory	NY
Country	US		
Telephone	(631) 577-7350		
Fax #	(866) 889-8376		
E-Mail Address	haledort@travelers.com		

Company	St. John's Episcopal Hospital		
Contact Person	Hector Santiago		
Address	377 Oak Street Suite 300		
City	Garden City	State/Province/Territory	NY
Country	US		
Telephone	(718) 869-8549		
Fax #	(718) 869-7792		
E-Mail Address	hsantiago@ehs.org		

Company	Healthcare Risk Advisors, The Doctors Company		
Contact Person	Melessia Bailey		
Address	111 West 33rd Street 8th Fl		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 891-0808		
Fax #	(315) 266-4109		
E-Mail Address	mbailey@tdchra.com		

I, Michael F. Vecchione, Esq , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Michael F. Vecchione, Esq , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Vecchione, Vecchione & Cano LLP

Electronically signed and certified at the date and time indicated by:
Michael F. Vecchione, Esq MVECCHIONE@VECCHIONELAW.COM

Managing Partner
Title

06/08/2026
Date

vii) Summary of relevant accomplishments

Matter of Rocio Zamora v. New York Neurological Associates, WCB No. 20301683. Client Travelers Insurance Company. Responsible Partner – Michael F. Vecchione, Managing Partner. Jurisdiction NYS Workers' Compensation. Opposing counsel – Grey & Grey Esquires. This is a landmark case that comes along once in a generation and our firm succeeded in it. It probably has more impact on New York State Workers' Compensation than any other case decided in the last twenty years. The claim was appealed out of the Workers' Compensation Board to the Appellate Division, 3rd Dept. and finally to the Court of Appeals, the highest court in the State of New York. Our firm successfully argued that a partially disabled worker must look for work within their physical abilities and stay attached to the labor market or they are not entitled to Workers' Compensation benefits. The Court agreed and now every partially disabled worker in the State must look for work and stay attached to the labor market. This case alone has saved the employers and carriers of New York State millions if not billions of dollars. Disposition Year – 2012.

Case No. 2. Matter of Allen Napolitano, WCB No. G1441023. Client – AIG. Responsible Partner – Steven F. Connors. Jurisdiction – Garden City, New York. Opposing counsel – Stewart, Greenblatt et al, Esquires. The New York Convention Center an AIG client approached our firm to ascertain if the issue of general/special employment could be raised in a certain class of their cases. Their prior firm alleged this issue could not succeed, thereby leaving the New York Convention Center liable for millions of dollars in compensation claims. Our firm disagreed and we successfully raised, developed and succeeded on this issue. The significance of this case is it allows the New York Convention Center an AIG client to avoid liability in a significant amount of Workers' Compensation claims brought against them. Our firm had the insight and courage the prior firm lacked and succeeded in this case. We thought out of the box and obtained the necessary finding in the case. Disposition year 2016.

vii) Summary of relevant accomplishments

Case No. 3. - Edward Marshall v. Image Tech - WCB No. G0129831. Client – Amtrust Insurance Co. Responsible Partner – Gina Cano, Esq. Jurisdiction – Queens, Workers' Compensation Board. Opposing Counsel – Pyrros & Serres, LLP. Disposition Year - 2014. This case established that fraud can be proved by demonstrating the injured worker performing activities outside of the restrictions placed on him by his doctor. Doing this led to a finding that the claimant violated Section 14-a (fraud) and for this reason all indemnity benefits were disallowed. This case helped expand the definition of fraud and reinforced that fraud is not limited to finding an injured worker working while he alleges to be disabled.

Case No. 4. – James Leung v. Chemrx. Client – Travelers Insurance Co. Responsible Partner – Gina Cano, Esq. Jurisdiction – Queens, Workers' Compensation Board. Opposing Counsel – Fusco, Brandenstein et al, Esquires. Jurisdiction Year – 2016. The injured worker filed a C-3 noting that he felt lightheaded and overwhelmed about the amount of stress he incurred at work and this led to his stroke. Since the stroke occurred at work, the injured worker had the advantage of the presumption set forth in Section 21 of the Workers' Compensation law. Working with our client, we obtained an expert beyond the usual IME to opine the stress was not related to work. After aggressive development of the record, we were able to overcome the presumption set forth in Section 21 and have the claim disallowed. Our aggressive handling of the claim saved the client an extensive amount of money and avoided a possible death claim. While the odds of winning were great our firm did not shy away from the case and succeeded. The significance of the case is that the presumption set forth in Section 21 can be overcome and our firm does not shy away from cases where the odds are stacked against us when we know we can develop a good record and succeed.

Employer: County of Nassau
WCB No.: G3223146 (May 24, 2023)
This was a controverted claim for Covid-19 filed on behalf of a police service aide. After litigation, the Law Judge established the claim for Covid-19. An appeal was filed to the Workers' Compensation Board. In the appeal, it was pointed out that the claimant failed to describe any prevalence of Covid-19 in his workplace. The claimant's only description of where he worked was that it was a large area with lots of people. The claimant did not work in a healthcare facility, and he did not describe Covid running rampant through his coworkers. It was also pointed out before the Law Judge that the claimant did not testify to exposure to somebody at work who did have Covid. On appeal, the Board Panel reversed the Law Judge and disallowed the claim. The claim was disallowed because the claimant failed to show either that Covid was prevalent in his work location nor did the claimant describe an exposure to a person with Covid at work. It was also brought out that the claimant and his wife had traveled to Florida for slightly over one week where he attended a concert and ate out a number of times. When the Board Panel reviewed all these facts, they felt the claimant had failed to present proof that his exposure to Covid-19 was at such a level of elevated risk as to constitute an extraordinary event and, therefore, the claim was disallowed.

Case No. 2. Patalan v PAL Environmental, 202 AD3d 1252 (2022)
The claimant brought a claim for an occupational disease for injuries to his back, both knees, both wrists and his left foot. The claimant alleged that he was suffering from repetitive use and strain based upon heavy lifting, carrying, pushing, kneeling, and working in an awkward position as an asbestos handler. When medical testimony was taken in this claim, we were able to show that the claimant's physician knew very little about what the claimant actually did at work. All the doctor knew was that he was an asbestos handler for 27 years with repetitive work using both hands, heavy equipment with frequent squatting and kneeling. The doctor diagnosed bilateral wrist strains, a knee strain, a left ankle strain and a lumbar spine strain. At the end of litigation, the Law Judge disallowed the claim. On appeal to a Board Panel, the Law Judge was affirmed as the Board Panel stated that the medical report and testimony from the claimant's physician was insufficient to support the establishment of an occupational disease claim as the doctor failed to have the requisite understanding of the claimant's actual job duties. The claimant then appealed this decision to the Appellate Division which affirmed the Workers' Compensation Board. When affirmed by the Workers' Compensation Board, the Appellate Division set forth a standard that all claimants in the future must comply with in order to have an occupational disease claim established. The Appellate Division held that when the doctor has only the most generalized sense of the claimant's job duties that it is insufficient to establish a claim for an occupational disease. When a doctor "only generically refers to repetitive activities of lifting, carrying and removing asbestos without specifically outlining the knowledge in the time spent or the particular duties performed, the report is insufficient to establish the claim." There was an IME report in this case as well. The IME also found causal relationship but had the same lack of specific knowledge as to the claimant's job duties and, therefore, despite a concession of causal relationship by the IME, the claim is still not compensable.

Case No. 3. Liu v Division of General Internal Medicine, Mount Sinai School of Medicine, 186 AD3d 1770 (2020)

In this case, a timely Notice of Controversy was not filed. Despite that, we were able to overcome the lack of a timely Notice of Controversy and have the claim disallowed. Even if there is a failure to timely controvert a claim, the claimant still has an obligation to prove two things. One is notice to the employer of the claim, and the other is causal relationship. In this case, the claimant's doctors indicated that she had neck, head, and wrist injuries from a fall at work in 2008. The doctors gave that opinion based upon receiving a history from the claimant that she struck her head on a wall and her wrist on a chair when she fell and lost consciousness.

Prior Experience with Public Sector Clients

In terms of our experience with public sector clients, we would like to reiterate that we have represented the interest of Nassau County at the Workers' Compensation Board for twenty-eight years. We have also represented the interests of Suffolk County in the past. Additionally, we represent the interests of many school districts and municipalities [see below]. The Firm also handles State-Wide clients [see below]

School Districts and Municipities:

- BALDWIN UNION FREE SCHOOL DISTRICT
- BAYPORT-BLUE POINT SCHOOL DISTRICT
- BEACON CITY SCHOOL DISTRICT
- BELLMORE-MERRICK CENTRAL HIGH SCHOOL DISTRICT
- BETHPAGE UNION FREE SCHOOL DISTRICT
- GREAT NECK PARK DISTRICT
- DUTCHESS COUNTY BOCES
- BRENTWOOD UNION FREE SCHOOL DISTRICT
- BYRAM HILLS CENTRAL SCHOOL DISTRICT
- CARLE PLACE UNION FREE SCHOOL DISTRICT
- CITY SCHOOL DISTRICT OF NEW ROCHELLE
- CITY SCHOOL DISTRICT OF WHITE PLAINS
- COMMACK UNION FREE SCHOOL DISTRICT
- EAST FARMINGDALE VOLUNTEER FIRE COMPANY
- EAST RAMAPO CENTRAL SCHOOL DISTRICT
- EAST ROCKAWAY SCHOOL DISTRICT
- ELMONT UNION FREE SCHOOL DISTRICT
- ELWOOD UNION FREE SCHOOL DISTRICT
- FLORAL PARK-BELLEROSE UNION FREE SCHOOL DISTRICT
- GARDEN CITY POLICE DEPT
- GLEN COVE CITY SCHOOL DISTRICT
- GREAT NECK SCHOOL DISTRICT
- HALDANE CENTRAL SCHOOL DISTRICT
- HALF HALLOW HILLS CENTRAL SCHOOL DISTRICT
- HEMPSTEAD UNION FREE SCHOOL DISTRICT
- HICKSVILLE UNION FREE SCHOOL DISTRICT
- GARDEN CITY PUBLIC SCHOOLS
- ISLAND PARK UNION FREE SCHOOL DISTRICT
- JERICHO UNION FREE SCHOOL DISTRICT
- KATONAH-LEWISBORO SCHOOLS
- LEVITTOWN PUBLIC SCHOOLS
- MALVERNE UNION FREE SCHOOL DISTRICT
- MANHASSET PARK DISTRICT
- MERRICK UNION FREE SCHOOL DISTRICT
- MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT
- NEW HYDE PARK-GARDEN CITY PARK UNION FREE SCHOOL DISTRICT
- NEW ROCHELLE CITY SCHOOL DISTRICT
- NORTH BELLMORE UNION FREE SCHOOL DISTRICT
- NORTH HEMPSTEAD HIGHWAY DEPARTMENT
- NORTH ROCKLAND CENTRAL SCHOOL DISTRICT
- NORTH SALEM CENTRAL SCHOOL DISTRICT
- NY MUNICIPAL WC ALLIANCE
- NYACK UNION FREE SCHOOL DISTRICT
- OCEANSIDE UNION FREE SCHOOL DISTRICT
- PATCHOGUE-MEDFORD UNION FREE SCHOOL DISTRICT
- PELHAM UNION FREE SCHOOL DISTRICT
- PLAINVIEW-OLD BETHPAGE CENTRAL SCHOOL DISTRICT
- POUGHKEEPSIE CITY SCHOOL DISTRICT
- ROCKVILLE CENTRE UNION FREE SCHOOL DISTRICT
- ROSLYN UNION FREE SCHOOL DISTRICT
- SAYVILLE UNION FREE SCHOOL DISTRICT
- SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT
- SMITHTOWN HIGHWAY DEPARTMENT
- SOUTHAMPTON HIGHWAY DEPARTMENT
- SOUTHERN WESTCHESTER BOCES
- SOUTHOLD TOWN POLICE DEPARTMENT
- TOWN OF BABYLON
- TOWN OF BABYLON SENIOR CITIZENS
- TOWN OF GREENBURGH
- TOWN OF HEMPSTEAD
- TOWN OF NORT HEMPSTEAD
- TOWN OF SMITHTOWN
- VALLEY STREAM UNION FREE SCHOOL DISTRICT
- VILLAGE OF GARDEN CITY
- VILLAGE OF GREAT NECK
- VILLAGE OF MALVERNE
- VILLAGE OF VALLEY STREAM
- VILLAGE OF WESTBURY
- WANTAGH UNION FREE SCHOOL DISTRICT
- WEST HEMPSTEAD UNION FREE SCHOOL DISTRICT
- WEST ISLIP UNION FREE SCHOOL DISTRICT

State-Wide Clients:

- NYSIF - NEW YORK STATE INSURANCE FUND
- NEW YORK PORT AUTHORITY-NY/NJ
- JACOB K JAAVITS CONVENTION CENTER
- MTA RISK & MANAGEMENT - for 3 contracts
- NEW YORK SCHOOL CONSTRUCTION AUTHORITY
- SUFFOLK WATER AUTHORITY

PRIOR RELATED EXPERIENCE

The firm of Vecchione, Vecchione, Connors & Cano, LLP has more than six (6) decades of experience in the field of Workers' Compensation defense. The practice was started approximately sixty-two (62) years ago by Francis J. Vecchione. In 1984, Michael F. Vecchione joined his father in the practice and formed Vecchione & Vecchione, LLP. During the year 2000, Steven F. Connors joined the firm, and the firm name was changed to Vecchione, Vecchione & Connors, LLP. In 2005, Gina Cano joined the firm, and in 2016 became a Partner resulting in the firm name being changed to Vecchione, Vecchione, Connors & Cano, LLP.

The firm is currently comprised of twenty-five (25) attorneys, each of whom has been extensively trained in the area of Workers' Compensation defense. Approximately 99% of the firm's practice is devoted to defending the interests of employers, insurance carriers, third party administrators and self-insureds in the Workers' Compensation forum.

We are one of the larger defense firms in the State of New York and one of the premier defense firms, if not the best defense firm, in the State of New York. Our steady growth from one (1) attorney in 1984 to twenty-five (25) attorneys presently evidences the quality of service we provide our clients.

Our firm has represented the interests of Nassau County at the Workers' Compensation Board for twenty-eight (28) years. We also represent the interests of all of the largest insurance carriers in the State of New York, including Travelers, AIG, Liberty Mutual, Zurich Mutual, Zurich American and many others. Some of the third-party administrators that we represent include Gallagher Bassett, Sedgwick Claims Management Services, PMA, Wright Risk Management, ESIS and many others. Some of the employers we represent include Federal Express, Target, Kohl's, Boar's Head, The New York Times, Manhattan Beer Distributors, Turner Construction, Tishman Speyer and many others. The firm also represents the interests of many school districts and municipalities.

The firm's experience defending Workers' Compensation claims in the State of New York is unparalleled. The majority of our attorneys have in excess of fifteen (15) years' experience, and a few have more than thirty (30) years' experience in the Workers' Compensation venue. We have achieved landmark Decisions in the Appellate Division and Court of Appeals, including the Zamora Decision, which established partially disabled workers must mitigate their damages and seek work within their vocational and physical abilities. This Decision alone has saved the employers of New York State an amount of money that cannot be calculated.

The firm's dedication to its clients is also unparalleled. Over the twenty-eight (28) years the firm has represented Nassau County, the firm has never missed one monthly meeting. The firm provides the County with access to their attorneys and staff seven (7)

days a week. The firm has met with the County's investigators, attorneys, and the District Attorney's office whenever necessary in order to assist the County in defending their claims. The firm has gone above and beyond the requirements of the Contract with the County and has always done so without hesitation to provide the County with excellent service.

The firm is located approximately one (1) mile from the County's offices. This is a tremendous advantage to the County, as it allows for emergency meetings between the firm's staff and the County's personnel. Many meetings with the County's investigators have been held in the firm's office in order to strategize and plan successful defenses to claims.

The proof of our excellent service to the County is seen in every monthly meeting we attend with the County, wherein we discuss the cases we have won on the County's behalf in the past month. Never does a month pass without our firm obtaining a successful Decision on behalf of the County.

In conclusion, we provide twenty-five (25) attorneys who specialize solely in defending Workers' Compensation claims in the State of New York. We also provide fifty (50) staff members who solely work in the same practice.

Our security system is continuously updated to meet the requirements of our clients. Our security system is reviewed almost yearly by clients such as Travelers Insurance Company and the State Insurance Fund. Our firm utilizes Microsoft two-factor authentication, VPN MFA, Select Device MFA, and every year, our firm has a full penetration test performed. These are only some of the security measures our firm implements to protect the County's data and privileged information.

The firm's attorneys and staff members are very diverse and represent the diverse population of Nassau County and New York State. The majority of our Partners are women and minorities.

Michael F. Vecchione, Managing Partner
[redacted]

Gina M. Cano, Partner
[redacted]

Updated 10/22/2024

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Vecchione, Vecchione, Connors & Cano, LLP

Address: 147 Herricks Road

City: Garden City Park State/Province/Territory: NY Zip/Postal Code: 11040

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Ltd. Liability Co (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: VVCC Partners updated 10 2024 (4).docx

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Michael F. Vecchione, Managing Partner
[redacted]

Gina M. Cano, Partner
[redacted]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

There are no affiliated or related companies to the Firm.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None."

The term “lobbyist” means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Gina Cano, Esq [GCANO@VECCHIONELAW.COM]

Dated: 06/05/2026 01:54:11 pm

Title: Equity Partner

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Michael F. Vecchione, Managing Partner
[redacted]

Gina M. Cano, Partner
[redacted]

Updated 10/22/2024

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Vecchione, Vecchione, Connors & Cano, LLP**, a limited liability partnership with offices at 147 Herricks Road, Garden City Park, New York 11040 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter.

NOW; THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on October 1, 2023, and shall terminate on September 30, 2026, unless sooner terminated in accordance with the provisions of this Agreement, provided that this Agreement may be renewed at the County's sole discretion, under the same terms and conditions, for up to two (2) additional one (1) year periods. Each consecutive twelve-month period, commencing October 1, 2023, shall be a "Contract Year" for the purposes of this Agreement.

2. Services. The services ("Services") to be provided by Counsel under this Agreement shall consist of representing Nassau County at hearings and all other legal proceedings mandated by the New York State Workers' Compensation Board ("State Board"). The Services shall include but not be limited to:

(a) Conducting in-depth review and investigation on all submitted files to determine the viability of proposed claims against the Special Fund for Workers Compensation Claims (the "Special Fund");

(b) Timely filing Form C-250 to initiate a claim against the Special Fund for reimbursement on behalf of the County;

(c) Appearing at all pre-trial conferences and advising the County Attorney by written report of the outcome of said conferences;

(d) Representing the County at Special Fund and regular administrative hearings and/or trials before the State Board and advising the County Attorney by written report of the outcome of such hearings and/or trials;

(e) Preparing and forwarding to the County Attorney a concluding report as to the final determination of liability of the Special Fund for each matter for which a Form C-250 has been filed.

(f) Representation shall include appeals of Board decisions to the Board or to the Courts of the State of New York.

3. Payment. (a) Amount of Consideration. (i) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement shall be payable as follows:

(A) **Contract Year One:** Counsel shall be paid a flat fee of Two Hundred Thousand Dollars ($200,000.00), which shall be paid in twelve (12) equal monthly installments. In addition to the flat fee, Counsel shall be reimbursed for the actual cost of disbursements, which shall not exceed a maximum amount of Four Thousand Dollars ($4,000.00).

(B) **Contract Year Two:** Counsel shall be paid a flat fee of Two Hundred Thousand Dollars ($200,000.00), which shall be paid in twelve (12) equal monthly installments. In addition to the flat fee, Counsel shall be reimbursed for the actual cost of disbursements, which shall not exceed a maximum amount of Four Thousand Dollars ($4,000.00).

(C) **Contract Year Three:** Counsel shall be paid a flat fee of Two Hundred Five Thousand Dollars ($205,000.00), which shall be paid in twelve (12) equal monthly installments. In addition to the flat fee, Counsel shall be reimbursed for the actual cost of disbursements, which shall not exceed a maximum amount of Four Thousand Dollars ($4,000.00).

(D) **Contract Renewal Option Year One:** Counsel shall be paid a flat fee of Two Hundred Ten Thousand Dollars ($210,000.00), which shall be paid in twelve (12) equal monthly installments. In addition to the flat fee, Counsel shall be reimbursed for the actual cost of disbursements in an amount to be provided by Counsel upon notice of renewal.

(E) **Contract Renewal Option Year Two:** Counsel shall be paid a flat fee of Two Hundred Ten Thousand Dollars ($210,000.00), which shall be paid in twelve (12) equal monthly installments. In addition to the flat fee, Counsel shall be reimbursed for the actual cost of disbursements in an amount to be provided by Counsel upon notice of renewal.

(ii) Counsel acknowledges that all funds under this Agreement are subject to encumbrance. Counsel further acknowledges that the first encumbrance shall be Two Hundred Four Thousand Dollars ($204,000.00), representing the flat fee for Contract Year One plus the actual cost of disbursements.

(iii) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the

County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Disbursements. Counsel shall be compensated for the following disbursements actually incurred: subpoena witness fees, service of subpoena fees, Appellate Division printing fees, and other court fees. Disbursements shall not exceed the maximum amount provided above for each Contract Year.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, Counsel shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with Counsel on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. Counsel shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, Counsel has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where Counsel employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. Counsel shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) Counsel shall provide the County Attorney with quarterly status reports concerning the matter(s) covered by this Agreement. Counsel shall provide the County Attorney with contemporaneous copies of all pleadings and substantive correspondence produced in connection therewith. At the County Attorney's request, all pleadings and substantive correspondence shall be submitted to the County Attorney for its review prior to final submission.

(d) Counsel shall maintain a separate file for each referred case, containing copies of all pertinent documents. All such files shall remain the property of the County.

(e) In all pleadings and correspondence with courts, administrative tribunals, and/or with parties, the Nassau County Attorney shall be designated as Attorney of Record and Counsel shall be designated "Of Counsel."

(f) Counsel shall make no representations regarding the County's position on material issues, including, without limitation, settlement, County policies and/or past or future conduct of the County without prior consultation with the County Attorney. It is expressly understood and agreed that Counsel has no authority to bind the County to the settlement or resolution of any matter for which Counsel provides services hereunder, and no offer of settlement or resolution shall be made or accepted by Counsel without the prior approval of the County Attorney's Office.

(g) All decisions concerning substantive litigation strategy must be approved by the County Attorney.

(h) Counsel acknowledges and agrees that all information that Counsel acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, used solely for the purpose of performing Services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and

substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all

actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles or such other standard accounting principles that are acceptable within the industry and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt

requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

VECCHIONE, VECCHIONE, CONNORS & CANO, LLP

By: _____

Name: Michael F. Vecchione, Esq.

Title: Managing Partner

Date: September 21, 2023

NASSAU COUNTY

By: _____

Name: Thomas A. Adams

Title: County Attorney

Date: 15 December 2023

NASSAU COUNTY

By: _____

Name:

Title: County Executive

☐ Deputy County Executive

Date: ARTHUR T. WALSH
Chief Deputy County Executive
8 7 24

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 21st day of September in the year 2023 before me personally came Michael F. Vecchione, Esq to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Managing Partner of Vecchione, Vecchione, Connors & Cano, LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC Nancy Miller

NANCY MILLER
Notary Public, State of New York
No. 01MI6181215
Qualified in Nassau County
Commission Expires January 28, 2024

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 15th day of December in the year 2023 before me personally came Thomas A. Adams to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

MARY J. NORI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02NO6266941
Qualified in Nassau County
Commission Expires August 6, 2024

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 1st day of August in the year 2024 before me personally came Arthur T. Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

TRICIA F. FORMATO
Notary Public, State of New York
No. 01FO6261797
Qualified in Nassau County
Commission Expires May 14, 2028

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful,

the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand

dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

APPENDIX L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Michael F. Vecchione, Esq.

147 Herricks Road, Garden City Park, NY 11040

516-741-7575

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated **June 2, 2023**
Signature of Chief Executive Officer

Michael F. Vecchione, Esq.
Name of Chief Executive Officer

Sworn to before me this

2nd day of June, 2023 .

Notary Public

NANCY MILLER
Notary Public, State of New York
No. 01MI6181215
Qualified in Nassau County
Commission Expires January 28, 2024

Docusign Envelope ID: EFC21155-D1F6-8D09-8274-5D2F79229F70

VECCVEC-01 AMIEWRIGHT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/9/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
NFP Property & Casualty Services, Inc. 45 Executive Drive Plainview, NY 11803	PHONE (A/C, No, Ext): (516) 327-2700	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	ACE Fire Underwriters Insurance Company	20702
INSURER B :	Bankers Standard Insurance Company	18279
INSURER C :	Palomar Excess and Surplus Insurance Company	16754
INSURER D :	Allied World Insurance Company	22730
INSURER E :		
INSURER F :		

INSURED

Vecchione, Vecchione & Cano, LLP
147 Herricks Road
Garden City Park, NY 11040

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			SERNYD527508053N	6/5/2026	6/5/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			SERNYD527508053N	6/5/2026	6/5/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			UMBNYD527508173N	6/5/2026	6/5/2027	AGGREGATE	$ 1,000,000
	DED RETENTION $						Products Comple	$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Cyber Liability - Co			PLM-CB-SVE4G9LBA- 003	3/21/2026	3/21/2027	Aggregate	2,000,000
D	E&O/Professional Lia			0314-9691	12/31/2025	6/5/2027	Aggregate/Per Claim	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Nassau County is included as an additional insured for commercial liability

CERTIFICATE HOLDER

Nassau County
One West Street
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
DocuSigned by:
Amie Wright
A3468ACBB3534D0...

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS Disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

VECCHIONE, VECCHIONE & CANO, LLP
147 HERRICKS ROAD
GARDEN CITY PARK, NY 11040

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number

[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

Nassau County
One West Street
Mineola, NY 11501

3a. Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

3b. Policy Number of Entity Listed in Box 1a

LNY318538003

3c. Policy effective period

01-01-2026 to 12-31-2026

4. Policy provides the following benefits:

- [X] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:

- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

_____

_____

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 06-08-2026 **By** Elizabeth Tello

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 553-8074 **Name and Title:** ELIZABETH TELLO – ASSISTANT DIRECTOR, STATUTORY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed **By**

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number **Name and Title**

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12-21)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 113242561
NFP PROPERTY & CASUALTY
SERVICES INC
45 EXECUTIVE DR
PLAINVIEW NY 11803

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
VECCHIONE, VECCHIONE & CANO, LLP 147 HERRICKS RD GARDEN CITY PARK NY 11040	NASSAU COUNTY ONE WEST STREET MINEOLA NY 11501

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
H 584 433-7	271871	01/16/2026 TO 01/16/2027	6/5/2026

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 584 433-7, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY AFFORDS COVERAGE TO THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

MICHAEL F VECCHIONE
GINA-MARIE CANO
VECCHIONE, VECCHIONE & CANO, LLP

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 157196258

U-26.3

Certified: --

E-97-26

FILED BY THE NASSAU COUNTY CLERK
OF THE LEGISLATURE AUGUST 28, 2026
9:30 AM

NIFS ID: CQHS26000059

Capital:

Contract ID #: **CQHS26000059**

NIFS Entry Date: **06/05/2026**

Department: Human Services

Service: **YOUTH DEVELOPMENT**

Term: from **01/01/2026** to **12/31/2028**

Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **P.E.A.C.E. Afterschool Program, Inc.** DBA: **P.E.A.C.E. Afterschool Program**	ID#:**454092560**
Main Address: **100 Terrace Avenue Hempstead, NY 11550** Contract Specific Address: **100 Terrace Avenue Suite 110 Hempstead NY 11550**	
Main Contact: **Fayth Vaughn-Shavuo**	
Main Phone: **(516) 633-1069**	

Department:
Contact Name: **Seema Zaki**
Address: **60 Charles Lindberg Blvd., Suite 220, Uniondale, NY 11553-36886060**
Phone: **(516) 227-7003**
Email: **alok.raman@hhsnassaucountyny.us**

Contract Summary

Purpose: To maintain the four cornerstone programs that support our mission to reduce educational inequity and prevent drug abuse by providing enrichment opportunities for the children of our community. These are as follows: 1) The P.E.A.C.E. Summer STEAM Camp for six weeks of enrichment in July/ August. , 2) The P.E.A.C.E. Afterschool Program, Inc. providing free private and small group tutoring from Sept. - June for 45 children from 3:00 - 6:00 pm. , 3) Robotics Teams #14969- The P.E.A.C.E. Robotics Squad, and # 23724 The Junior P.E.A.C.E. Robotics Squad; and 4) The " Ms. V-" Veronica Deans Annual Chess Tournament now in its 11th year.

Procurement History: This is the second RFP award for this Agency

Description of General Provisions: Maintain partnerships with Adelphi University Ruth S. Ammon College of Education and Health Sciences, the Derner School of Social Work, Island Harvest, the DFD Group, and others. This network of partnerships will

continue to support youth development throughout Nassau County with a focus on 100 Terrace Avenue in Hempstead, NY. This will implement our mission to reduce educational inequity and prevent drug abuse by providing enrichment opportunities for the children of our community.

Impact on Funding / Price Analysis: Agency will provide services to 50 youth at a per capita cost of $3,400.00

Change in Contract from Prior Procurement: Contract amount has been increased from $138,283.00 to $170,000.00

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: HS0630-2536

Advertised On: 06/30/2025

Advertised In: Bid Board, Other memo attached

Proposals Due On: 08/18/2025

Number of proposals received: 25

Evaluation Committee members: • Lionel Chitty • Alicia Williams • Donna Worsley- Hines • Tracy Presti • Nancy Holland

Pursuant to Executive Order No. 1 of 1993 as amended at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received along with the cost of each proposal.

The contract has been awarded to the proposer offering the lowest cost proposal

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1324	DE	HSGEN1324	DE511	HSGEN1324 DE511	01	$170,000.00
						TOTAL		**$170,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$170,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$170,000.00**

Routing Slip

Department			
NIFS Entry	Alok Raman	06/05/2026 02:06PM	Approved
NIFS Final Approval	Seema Zaki	06/08/2026 04:40PM	Approved
Final Approval	Seema Zaki	06/08/2026 04:40PM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	06/10/2026 11:03AM	Approved
RE & Insurance Verification	Julie Silverstein	06/17/2026 03:01PM	Approved
NIFS Approval	Mary Nori	06/24/2026 03:50PM	Approved
Final Approval	Mary Nori	06/24/2026 03:50PM	Approved
OMB			
NIFS Approval	Amanda Cohn	06/09/2026 02:21PM	Approved
NIFA Approval	Irfan Qureshi	06/09/2026 04:15PM	Approved
Final Approval	Irfan Qureshi	06/09/2026 04:15PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	06/24/2026 04:13PM	Approved
DCE Compliance Approval	Robert Cleary	06/26/2026 05:01PM	Approved
Vertical DCE Approval	Anissa Moore	06/29/2026 09:48AM	Approved
Final Approval	Anissa Moore	06/29/2026 09:48AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	08/27/2026 05:34PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HUMAN SERVICES AND P.E.A.C.E. AFTERSCHOOL PROGRAM, INC.

WHEREAS, the County has negotiated a personal services agreement with the P.E.A.C.E. Afterschool Program, Inc., to provide the County with enrichment opportunities for the community, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an agreement with the P.E.A.C.E. Afterschool Program, Inc.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1 West Street, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Human Services, Office of Youth Services having its principal office at 60 Charles Lindbergh Boulevard, Suite 220, Uniondale, New York 11553-369(the "Department"), and P.E.A.C.E. After School Inc.., a New York State not-for-profit corporation, having its principal office at 100 Terrace Avenue, Ste 110, Hempstead New York 11550 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement;

WHEREAS, the Contractor desires to perform the services described in this Agreement;

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1) **Term**.
   A. This Agreement shall commence on January 1, 2026 and shall terminate on December 31, 2026 (the "Initial Term"), unless sooner terminated as provided for herein. The Department may, in its sole discretion, renew the term of this Agreement, on the below agreed upon terms and conditions, for one (1) additional two (2) year period (the "Renewal Term"), for a possible total term of three (3) years, subject to the County's right of early termination as provided in the contract.

   B. The decision to renew the contract(s) will be at the sole discretion of the Department and may be exercised by written notice thereof to the Contractor.

2) **Services.**
   A. The service and scope of work is to maintain the four cornerstone programs that support our mission to reduce educational inequity and prevent drug abuse by providing enrichment opportunities for the children of our community.
   B. The contractor will be required to provide reports to the County, as well as provide all findings and recommended actions to mitigate any issues found. All findings and recommended actions must include prioritization based on risk, factoring current intelligence into the risk level. The contractor will also be required to include guidance on how to remediate each item, as well as estimated internal staff hours needed to address each item. The contractor will not remediate any findings unless instructed by the County. The County will pursue recommended actions using the contractor's guidance as appropriate. The County will make all final decisions regarding their IT system operations.
   C. Additional services are included as **EXHIBIT A.**
   D. Renewal Services: Services to be provided during the renewal period shall be based on the results of the initial contract period services and current needs of the County.

3) **Payment**.

(a) **Amount of Consideration**. The maximum amount to be paid to the Contractor as full consideration for the Services and all Additional Services performed under this Agreement during the Initial Term and Renewal Term, shall not exceed Five Hundred Ten Thousand and 00/100 Dollars ($510,000.00) DOLLARS (the "Maximum Amount"). The Maximum Amount is inclusive of any and all expenses and shall be payable as follows:

(b) **Partial Encumbrance**. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that the initial encumbrance authorized upon approval of this Agreement shall be One Hundred Seventy Thousand and 00/100 Dollars ($170,000.00) DOLLARS.

(i) one third (⅓) of the Initial encumbrance shall be paid in advance upon the final execution of this Agreement; and

(ii) Starting with claims submitted for Services performed in April and continuing until September, the total advance will be deducted in equal installments from the monthly claims submitted. If claims for any of the six (6) months are less than the monthly amount being deducted, the Contractor shall submit with its claim a check payable to the County for the difference.

(iii) Subsequent payments shall be on a reimbursement basis for actual expenses incurred and solely in accordance with the budget attached hereto.

(c) Thereafter, the Department shall notify the Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(d) **Vouchers; Voucher Review, Approval and Audit**. All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(e) **Timing of Payment Claims**. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(f) **No Duplication of Payments**. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the county.

(g) **Payments in Connection with Termination or Notice of Termination**. Unless a provision of this Agreement expressly states otherwise payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

4) **Non-Completion**. Unless otherwise specifically addressed elsewhere in this Agreement, in the event the Agreement is terminated, or the Program cancelled for any reason prior to the date of completion of the Program, the Contractor shall immediately return any and all payment that the Contractor has received. The re-payments shall be made within seven (7) days from the notice of cancellation or when the performance was due, whichever is sooner.

5) **Independent Contractor**. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractors (a "Contractors Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6) **No Arrears, Default and/or Claims.** The Contractor represents it is not in arrears to the County upon any debt or contract and it is not in default as surety, Contractor, or otherwise upon any obligation to the County, including but not limited to any obligation to pay taxes to, or perform services for or on behalf of, the County.

7) **Compliance With Law**.

(a) **Generally**. The Contractor shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures.

(b) **Records Access**. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) to execute a confidentiality agreement, attached hereto as Exhibit A (the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom

of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the "Contract Package"), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of the Contractor to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.

8) **Prohibition of Gifts**. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

9) **Disclosure of Conflicts of Interest**. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

10) **Nassau County Living Wage Law**. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

A. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.

B. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

C. On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

11) **Vendor Code of Ethics**. By executing this Agreement, the Contractor hereby certifies and covenants that:

A. The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

B. All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

C. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

D. The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

E. The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement;

F. The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and

G. The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," ("MWBE") which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)

i) IF APPLICABLE AND AT THE OPTION OF THE OFFICE OF MINORITY AFFAIRS "OMA") In an effort to increase the utilization of minority, woman, veteran and Service-Disabled Veteran-Owned Business ("SDVOB") the County is implementing an overall target of 15% MWBE and 2% SDVOB participation in locally funded procurements. Each vendor and/or subcontractor agrees to cooperate and make its best efforts to assist the procuring Department and OMA in achieving this goal. Such best efforts may include, but are not limited to, providing upon request to OMA, information related to Contractor's utilization of SDVOB and MWBE. The County may utilize such information in determining the ability of the contractor to receive future awards.

12) **Minimum Service Standards**. Regardless of whether required by Law:

A. The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

B. The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.

C. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

13) **Right to Works/Ownership of Work Product/Copyright.**

A. Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non

-exclusive, irrevocable, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.

B. The County retains sole ownership and all right, title, and interest in and to any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement.

C. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.

D. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to Section 101 Of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.

E. the Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.

F. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement.

14) **Confidentiality**.

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.

B. Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;

C. If applicable, Vendor and/or vendors employees/agents, subcontrators, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

D. **Data Protection.** Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects, transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.

E. The provisions of this Section shall survive termination of the Agreement.

15) **Indemnification; Defense; Cooperation.**

A. Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

B. The Contractor shall, at the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suit, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

C. The Contractor shall and shall cause all of Contractor's Agent(s) to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or the Contractor's Agent(s) in connection with this Agreement.

D. In the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

E. **Infringement Indemnification**. The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any infringement, violation or unauthorized use of any copyright, trade secrets, or trademark , patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.

(1) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(2) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.

(3) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

F. The provisions of this Section shall survive the termination of this Agreement.

16) **Insurance**.

A. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single

combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) workers compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, or, if the Contractor is exempt from New York State Workers' Compensation Insurance requirements, the Contractor shall provide the County with appropriate documentation evidencing such exemption, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation or exemption is granted in favor of the County of Nassau.

B. Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

C. Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

17) **Assignment; Amendment; Waiver; Subcontracting**.

A. This Agreement and the rights and obligations hereunder may not be in whole or part and in accordance with General Municipal Law Section 109 (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

B. The Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and the Contractor's subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. Therefore, the

County shall have no obligation to pay or to enforce the payment of any moneys to any Contractor subcontractors.

C. The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive.

18) **Termination**.

A. Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and/or (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

B. As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

C. By the Contractor: This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

D. **Contractor Assistance Upon Termination**. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

19) **Accounting Procedures; Records**.

A. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly

designated representatives. The provisions of this Section shall survive the termination of this Agreement.

20) **Limitations on Actions and Special Proceedings Against the County.** No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

A. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary 6 moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

B. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

21) **Work Performance Liability**. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

22) **Data Breach**:

A. Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:

i) Date and time of the breach;
ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
iii) The nature and extent of the breach;
iv) The Contractor's proposed plan to investigate and remediate the breach.

B. Upon discovery by the Contactor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

C. The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.
D. The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.

23) **Consent to Jurisdiction and Venue; Governing Law**. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

24) **Notices**. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:
A. in writing to the above referenced addresses and in compliance with the below,
B. delivered or sent
   i) by hand delivery, evidenced by a signed, dated receipt,
   ii) postage prepaid via certified mail, return receipt requested, or
   iii) overnight delivery via a nationally recognized courier service,
   iv) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and
      (1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,
      (2) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County,
      (3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and
      (4) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

25) **All Legal Provisions Deemed Included; Severability; Supremacy**.
A. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
B. In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
C. Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set

forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

D. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

26) **Section and Other Headings**. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

27) **Administrative Service Charge**. Unless exempted or excluded by law, the Contractor agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

28) **Executory Clause**. Notwithstanding any other provision of this Agreement:

A. **Approval and Execution**. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless:

i) all County approvals have been obtained, including, if required, approval by the County Legislature, and

ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

B. **Availability of Funds**. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

29) **Entire Agreement**. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

30) **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

31) **Not-For-Profit Merger, Acquisition, Judicial or Non-Judicial Dissolution (if applicable):** The Contractor agrees to provide written notice the Department, Applicable DCE, County Attorney, and Comptroller Ninety (90) days prior to any Merger, Acquisition, Judicial or Non-Judicial Dissolution, as defined under New York State Not-For-Profit Law.

32) **Force Majeure.** Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

33) **Non-Waiver:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but same shall remain in full force and effect. Acceptance by the County of any portion of the Work or the payment or any fees or reimbursements due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

34) **Participation By Political Subdivisions, "PIGGY BACKING" (IF APPLICABLE):** The successful vendor agrees that all political subdivisions of Nassau County and/or New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases thereunder.

New York State Law allows cooperative purchasing between public agencies. General Municipal Law 103, subdivision (16) allow political agencies "to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, … as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein….." Such agencies that meet requirements of NYS GMU 103 may purchase from contracts established by the COUNTY. Unless Vendor declines on the offer submitted by the seller to the County, Vendor agrees to sell services defined in this agreement to other eligible government agencies. The COUNTY accepts no responsibility for the payment of the service price by other governmental agencies.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

P.E.A.C.E. AFTER SCHOOL INC

By: _____

Name: Dr. Fayth Vaughn-Sharpe

Title: Executive Director

Date: May 26, 2026

NASSAU COUNTY

By: _____

Name: _____

Title:

____, County Executive

(or) ___, Chief Deputy County Executive

(or) ___, Deputy County Executive

Date: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 26TH day of May in the year 2026 before me personally came Faith Vaughn-Sharuo to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Ex. Dir. of P.E.A.C.E., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Jennifer T. Rashad
NOTARY PUBLIC

DELILAH T. RASHAD
Notary Public, State of New York
No. O1RA6210227
Qualified in Nassau County
Commission Expires 08/17/2029

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____day of _____ in the year _____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

EXHIBIT A
ENGAGEMENT DELIVERABLES, ASSUMPTIONS, SCOPE OF WORK

CONTRACTING AGENCY:: P.E.A.C.E. After School Inc

AUTHORIZED AGENCY PERSON: Fayth Vaughn Shavuo

ADDRESS: 100 Terrace Avenue, Ste 110, Hempstead, New York 11550

TERM: 01/01/26-12/31/26

CONTRACT AMOUNT: $170,000.00

OBJECTIVE

To maintain the four cornerstone programs that support our mission to reduce educational inequity and prevent drug abuse by providing enrichment opportunities for the children of our community. These are as follows: 1) The P.E.A.C.E. Summer STEAM Camp for six weeks of enrichment in July/ August. , 2) The P.E.A.C.E. Afterschool Program, Inc. providing free private and small group tutoring from Sept. - June for 45 children from 3:00 - 6:00 pm. , 3) Robotics Teams #14969- The P.E.A.C.E. Robotics Squad, and # 23724 The Junior P.E.A.C.E. Robotics Squad; and 4) The " Ms. V-" Veronica Deans Annual Chess Tournament now in its 11th year.

Activity: Maintain partnerships with Adelphi University Ruth S. Ammon College of Education and Health Sciences, the Derner School of Social Work, Island Harvest, the DFD Group, and others. This network of partnerships will continue to support youth development throughout Nassau County with a focus on 100 Terrace Avenue in Hempstead, NY. This will implement our mission to reduce educational inequity and prevent drug abuse by providing enrichment opportunities for the children of our community.

Performance Standards/Measures Instruction:

Our methods for performance and achieving deliverables under the agreement call for the implementation of these four programs with integrity while monitoring for accountability. Attendance sheets and report cards are collected for evidence of student commitment , consistent instruction, and academic gains during the P.E.A.C.E. Afterschool Program. Attendance sheets and digital images provide documentation of achieving deliverables during the P.E.A.C.E. Summer STEAM Camp. Completion of the "Ms. V" Chess Tournament and the Robotics Team activities provide additional evidence of achieving deliverables.

Technical and Capacity Building Instruction:

P.E.A.C.E. Afterschool Program, Inc. will reserve $1,500 for the strict purpose of working with staff to fulfill the Technical and Capacity Building requirement.

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

Definitions:

As used in this Appendix EE the term **"Executive Director"** shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term **"Subcontract"** shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term **"Subcontractor"** shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

As used in this Appendix EE the term **"Best Efforts Checklist"** shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term **"County Contract"** shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term **"County Contractor"** means an individual,

business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE **"Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises"** shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

Rule:

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

A. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

B. At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

C. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

D. The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

E. The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

F. Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

G. Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

H. At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

I. In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

J. Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

K. A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

L. The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

i) Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

ii) If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

iii) Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase

the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

M. The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:
   Fayth Vaughn-Shavuo, Ph.D. (Name)
   176 Delaware Ave., Freeport, NY 11520 (Address)
   516-633-1069 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ (HAS) ___✓___(HAS NOT) been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:
   _____
   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ (HAS) ___✓___(HAS NOT) been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:
   _____
   _____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

5/26/2026
Dated

Signature of Chief Executive Officer

Dr. Fayth Vaughn-Sharpe
Name of Chief Executive Officer

Sworn to before me this
26th day of May, 20 26

Notary Public

DELILAH T. RASHAD
Notary Public, State of New York
No. 01RA6210237
Qualified in Nassau County
Commission Expires 08/17/2029

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: P.E.A.C.E. Afterschool Program, Inc.

2. Amount requiring NIFA approval: $510,000.00

Amount to be encumbered: $170,000.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 01/01/2026 to 12/31/2028

Has work or services on this contract commenced? Yes

If yes, please explain: CONTINUATION OF SERVICES

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

To maintain the four cornerstone programs that support our mission to reduce educational inequity and prevent drug abuse by providing enrichment opportunities for the children of our community. These are as follows: 1) The P.E.A.C.E. Summer STEAM Camp for six weeks of enrichment in July/ August. , 2) The P.E.A.C.E. Afterschool Program, Inc. providing free private and small group tutoring from Sept. - June for 45 children from 3:00 - 6:00 pm. , 3) Robotics Teams #14969- The P.E.A.C.E. Robotics Squad, and # 23724 The Junior P.E.A.C.E. Robotics Squad; and 4) The " Ms. V-" Veronica Deans Annual Chess Tournament now in its 11th year.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 06/09/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [X] NO [ ] If yes, to what campaign committee?

I, Fayth Vaughn-Shavuo, have made personal donations to the campaigns of ACT-Blue. All donations were $100 or less, totally less than $1,500 and were made from my personal accounts.
Peter Florey, Chairperson, Pro Temp, has made personal donations to various campaigns. All donations totaled less than $8000 and were made from his personal accounts.

Electronically signed and certified at the date and time indicated by:
FAYTH VAUGHN-SHAVUO, PH.D. [PEACEAFTERSCHOOLPROGRAM@GMAIL.COM]

Dated: 04/07/2026 01:45:10 pm

Vendor: P.E.A.C.E. AFTERSCHOOL PROGRAM, INC

Title: EXECUTIVE DIRECTOR

Contribution Date	Amount	Contributor Name	Recipient
10/29/2025	$2,500.00	Peter Florey	Nicole for Nassau - ID# 415030
8/7/2025	$1,000.00	Peter G. Florey	Koslow for Nassau - ID# 445748
7/9/2025	$2,500.00	Peter G. Florey	Koslow for Nassau - ID# 445748
7/9/2025	$3,000.00	Peter G. Florey	Koslow for Nassau - ID# 445748
1/14/2025	$500.00	Peter Florey	Friends of Tim Foley - ID# 445507
12/4/2024	$2,000.00	Peter Florey	Nicole for Nassau - ID# 415030
7/8/2024	$5,000.00	Peter Florey	Nicole for Nassau - ID# 415030

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Peter Florey
   Date of birth: 08/08/1958
   Home address: 87 10th St
   City: Garden City State/Province/ Territory: NY Zip/Postal Code: 11530
   Country: US

   Business Address: D&F Development
   City: Levittown State/Province/ Territory: NY Zip/Postal Code: 11756
   Country US
   Telephone: 15166959339

   Other present address(es):
   City: Garden City State/Province/ Territory: NY Zip/Postal Code: 11530
   Country: US
   Telephone: 5166959339

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board	01/01/2015	Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

D& F Development Group LLC

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Peter Florey , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Peter Florey , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

P.E.A.C.E Afterschool Program
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Peter Florey PD@DALMAZIOLAWPC.COM

Chariman Pro temp
Title

04/07/2026 04:04:31 pm
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Zainab Sesay
   Date of birth: 08/24/1986
   Home address: 100 Terrace avenue apt 367
   City: Hempstead State/Province/ Territory: NY Zip/Postal Code: 11550
   Country: US

   Business Address: 100 terrace avenue Apt 110
   City: Hempstead State/Province/ Territory: NY Zip/Postal Code: 11550
   Country US
   Telephone: 5166331069

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	04/13/2022
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Zainab Sesay , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Zainab Sesay , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

P.E.A.C.E. Afterschool Program, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Zainab Sesay SESAYZ516@GMAIL.COM

Secretary
Title

04/06/2026 05:38:58 pm
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Fayth Vaughn-Shavuo
   Date of birth: 05/13/1952
   Home address: 176 Delaware Avenue
   City: Freeport State/Province/ Territory: NY Zip/Postal Code: 11520
   Country: US

   Business Address: 100 Terrace Ave. #110
   City: Hempstead State/Province/ Territory: NY Zip/Postal Code: 11550
   Country US
   Telephone: 5166331069

   Other present address(es):
   City: HEMPSTEAD State/Province/ Territory: NY Zip/Postal Code: 11550
   Country: US
   Telephone: 5166331069

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	12/19/2011
Chairman of Board		Shareholder	
Chief Exec. Officer	04/22/2014	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   Loan made to program for payroll $40,000 unpaid.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
V-S Educational Consulting (Sole Proprietary)

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, FAYTH VAUGHN-SHAVUO, PH.D. , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, FAYTH VAUGHN-SHAVUO, PH.D. , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

P.E.A.C.E. AFTERSCHOOL PROGRAM, INC.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
FAYTH VAUGHN-SHAVUO, PH.D. PEACEAFTERSCHOOLPROGRAM@GMAIL.COM

EXECUTIVE DIRECTOR
Title

06/05/2026 11:28:59 am
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 06/05/2026

1) Proposer's Legal Name: P.E.A.C.E. Afterschool Program, Inc.

2) Address of Place of Business: 100 Terrace Avenue, # 110

City: Hempstead State/Province/ Territory: NY Zip/Postal Code: 11550

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/ Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: (516) 633-1069

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 080588524

5) Federal I.D. Number: 45-4092560

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

No County Public servants are hired in the program. Board Trustees will be asked to sign an annual statement attesting to having a copy of the conflict of interest policy, of having read and understood the policy, and understanding the P.E.A.C.E. Afterschool Program, Inc. is a charitable organization and in order to maintain the Federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax exempt purposes.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

12/19/2011

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

None, no persons have a financial interest in the company. All board positions are voluntary.

iii) Name, address and position of all officers and directors of the company. If none, explain.

Fayth Vaughn-Shavuo, Ph.D. , 176 Delaware Ave., Freeport, NY 11520, Exec. Dir./ Treasurer
Zainab Sesay Ndowu, 100 Terrace Ave., #345, Hempstead, NY 11550 Secretary
Peter Florey, 87 10th St., Garden City, NY 11510, Chairperson, ProTemp

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

13

vi) Annual revenue of firm;

190000

vii) Summary of relevant accomplishments

P.E.A.C.E. is an acronym for Partnerships in Education to Avoid Criminal Justice System Entry. Our mission to reduce educational inequity and prevent drug abuse by providing enrichment opportunities for the children of our community. We serve children across Nassau County with a primary focus on the children of the 100 Terrace Avenue community. Our Afterschool Program focuses on private one to one and small group tutoring. Incentives for appropriate behaviors and accomplishments include computer educational games, robotics, chess, daily reading/response, and fun. Our Summer STEAM Camp includes VR game design and website development (in partnership with Morrison's Mentors), chess, robotics, junior robotics, basketball, (in partnership with the Town Basketball), science experiments (STEM) outdoor games, Spanish, yoga/dance, chess and recycling/ gardening. Our robotics teams, the P.E.A.C.E. Robotics Squad, and the Jr. P.E.A.C.E. Robotics Squad are award-winning teams!

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

15

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

The needs of English as a second language learners are supported through appropriate strategies for language acquisition. Two staff members are bilingual in English and Spanish. The needs of children with special needs and reluctant readers are met through appropriate strategies that motivate and engage the scholars in learning.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or

who are qualified to evaluate the Proposer's capability to perform this work.

Company	Adelphi University		
Contact Person	Dr. Devin Thornburg, Professor Emeritus		
Address	1 South Avenue		
City	Garden City	State/Province/Territory	NY
Country	US		
Telephone	(516) 877-4041		
Fax #			
E-Mail Address	thornburg@adelphi.edu		

Company	Adelphi University		
Contact Person	Dr. Marsha Darling, Professor Emeritus		
Address	1 South Avenue		
City	Garden City	State/Province/Territory	NY
Country	US		
Telephone	(516) 877-4981		
Fax #			
E-Mail Address	darling@adelphi.edu		

Company	Tabernacle of Joy Church		
Contact Person	Apostle Raymond Mackey		
Address	1070 Brookside Avenue		
City	Uniondale	State/Province/Territory	NY
Country	US		
Telephone	(516) 644-7601		
Fax #			
E-Mail Address	Bishop.Mackey@yahoo.com		

I, FAYTH VAUGHN-SHAVUO, PH.D. , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, FAYTH VAUGHN-SHAVUO, PH.D. , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: P.E.A.C.E. AFTERSCHOOL PROGRAM, INC.

Electronically signed and certified at the date and time indicated by:
DR. FAYTH VAUGHN-SHAVUO PEACEAFTERSCHOOLPROGRAM@GMAIL.COM

EXECUTIVE DIRECTOR
Title

06/05/2026
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: P.E.A.C.E. Afterschool Program, Inc.

Address: 100 Terrace Avenue, #110

City: Hempstead State/Province/Territory: NY Zip/Postal Code: 11550

Country: US

2. Entity's Vendor Identification Number: 45-4092560

3. Type of Business: Other (specify) non profit 501(c)(3)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

First Name Fayth
Last Name Vaughn-Shavuo
MI Suffix
Address 100 Terrace Avenue
City Hempstead State/Province/ Territory: NY Zip/Postal Code: 11550
Country US
Position Executive Director

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

None- no shareholders, members, or partners

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):
None- no lobbyists utilized.

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
None- no lobbyists utilized.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
None- no lobbyists utilized.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
DR. FAYTH VAUGHN-SHAVUO [PEACEAFTERSCHOOLPROGRAM@GMAIL.COM]

Dated: 06/05/2026 11:30:21 am

Title: EXECUTIVE DIRECTOR

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Board of Directors

Organization Name: P.E.A.C.E. AFTERSCHOOL PROGRAM, INC.

Chairperson of the Board: Mr. Peter G. Florey, ProTemp

Board Member Name	Position Held on the Board	Employer or other Affiliation (include the name and address of the business)	Years Served on the Board
Peter Florey	Chairperson, ProTcmp	DFD Group 100 Schoolhouse Rd. Levittown NY 11756	14
Katrina Brown	Trustee	DFD Group 100 Schoolhouse Rd., Levittown, NY 11756	14
Zainab Sessay	Trustee,, Secretary	100 Terrace Ave., #507, Hempstead, NY I 1550	4
Dr. Devin Thornburg	Trustee	Adelphi University I South Avenue, Garden City, NY 11530	14
Dr. Bridgette Waite-Wilson	Trustee	Public School Administrator	14
Dr. Fayth Vaughn-Shavuo	Non-voting, Treasurer	P.E.A.C.E. Afterschool Program, Inc. I00 Terrace Ave., #110, NY 11550	14
Patricia Dalmazio, Esq.	Trustee	1225 Franklin Ave., Ste. 325 Garden City, NY 11530	4

2/26/2024

Nassau County Human Services
Universal Budget Form

Face Sheet

Please complete the following information about this contract:

To Be Completed By The Contract Vendor:

Contractor Name: P.E.A.C.E. AFTERSCHOOL PROGRAM, INC.

Program Name: P.E.A.C.E. AFTERSCHOOL PROGRAM, INC.

To Start Working on Your Budget Click Here

The Section Below Will Be Completed By the Human Service Department You Are Contracting With:

Contract # CQHS26000059

Contract Period Start: (MM/DD/YY) 01/01/26

End: (MM/DD/YY) 12/31/26

	Enter Whole # Only
State Reimbursement %	
Federal Reimbursement %	

HS Only: Click Here To See The Fiscal Summary

To Start Working on Your Budget Click Here

Nassau County Human Services
Universal Budget Form

Return to Face Sheet

Contract # CQHS26000059

Contract Name: P.E.A.C.E. AFTERSCHOOL PROGRAM, INC.

Program Name: P.E.A.C.E. AFTERSCHOOL PROGRAM, INC.

Select Line To Work On Here

Budget Summary

	Line #	Expense type	Total $
Work on Salary and Fringe	1a	Salary	$148,410
	1b	Fringe	$15,138
	1 Total	Personnel (Salary plus Fringe)	$163,548
Work on Line 2	2	Consultant(s)	$0
Work on Line 3	3	Travel / Per Diem / Transportation	$6,452
Work on Line 4	4	Equipment	$0
Work on Line 5	5	Supplies	$0
Work on Line 6	6	Contractual Services	$0
Work on Line 7	7a	Rent	$0
	7b	Utilities	$0
Work on Line 8	8	Department Specific Costs	$0
Work on Line 9	9	Other Costs	$0
Work on Line 10	10	Administrative Overhead	$0
		Gross Expenditures (Lines 1 – 10)	$170,000
Work on Line 11	11	Revenue, Income, Agency Contribution, Matches	$0
		Net Budget Total (Lines 1 – 10 minus line 11)	$170,000
Agency Contribution		Agency Contribution	$0
		Net Contract Total (Net Budget Total minus Agency Contribution)	$170,000

Return to Face Sheet

Administrative Approval of Universal Budget Form:

Department Head Approval

Fiscal Approval

Program Head Approval

Line 1 - Personnel

Return to Summary Page

Cost of salaries and/or wages of personnel assigned to the project

-------- Contract Amount Only -------

Staff Title/Name	# of Staff	Explanation/Description of Function/Expense	FTE	Salary $	Fringe $	Total $
Sr. Tutor-A. Heath; C Shavuo; S. Deceus; O. Blaylock	4	$35/hr. x 765 hr. (540 hrs./after school; 225 hrs. summer)= $26,775	4.00	$107,100	$10,924	$118,024
Youth Tutor-D. Boyd; M. Sesay; J. R. Morgan	3	$18/hr. x 765 hr. (540 hrs./ after school; 225 hrs. summer)= $13,770	3.00	$41,310	$4,214	$45,524
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
Line 1 Total		n/a	n/a	$148,410	$15,138	$163,548

Notes:

1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the project.
2. For each position, provide the: job title; name, if known; time commitment to the project as a full-time equivalent; annual salary; and/or hourly wage rate. If salary other than 100% of FTE note salary amount in description
3. All Direct Personnel Costs or Allocations are to be included in this section, not in Other.
4. Hourly Workers: Note hourly wage and number of hours worked in comments. Salary = Wage x Hours.
5. Fringe may be allocated or reported as a lump sum. Check with the department.
6. For FTE: Enter in the whole number if FTE represents the number of people (e.g., 3.5 staff). Enter a decimal if FTE represents a percentage of a person's salary and fringe (e.g., .5 for 50% of salary and fringe).

Return to Summary Page

Line 2 - Consultants ***Return to Summary Page***

Costs of professional consultant services provided by persons who are members of a particular profession or possess a special skill, and who are not employees of the contractor. Excludes Line 2 Personnel Costs and Line 9 Other Costs

Expense type: Consultant(s)	#	Explanation - Description of Expense	FTE	Total $
Line 2 Total		n/a		$0

Note(s): ***Return to Summary Page***

1. For each position, provide the: job title; name, if known; time commitment to the project as a percentage of a full-time equivalent; annual salary; and/or hourly wage rate. For hourly wage rate position provide annual hours to
2. Consultants must either provide a direct client service (e.g., case manager) or support a direct client service (e.g., file clerk).
3. For FTE: Enter in the whole number if FTE represents the number of people (e.g., 3.5 staff). Enter a decimal if FTE represents a percentage of a person's salary and fringe (e.g., .5 for 50% of salary and fringe).

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Return to Summary Page

Line 3 - Travel / Per diem / Transportation

Expense type: Travel / Per Diem	**Explanation - Description of Expense**	**Total $**
Lyfts, vans, and buses ae used for trips	Transportation to robotics tournaments, chess events, and incentive trips to support our token economy for regular attendance, homework completion, and respectful interactions	$6,452
Line 3 Total	n/a	$6,452

Note(s):

Return to Summary Page

1. Costs of transportation, mileage allowance, lodging, subsistence, and related items incurred by contractor staff on project-related travel, and client transportation. This expense type does not include consultant travel costs.
2. Aggregate separately for staff and client expenses.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 4 - Equipment *Return to Summary Page*

Costs of all nonexpendable, tangible personal property.

Expense type: Equipment Rental	**Explanation - Description of Expense**	**Total $**

Note(s): *Return to Summary Page*

1. Rental costs of all nonexpendable, tangible personal property. Includes rental costs of furniture and office equipment such as printers, copy machines, computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total rental cost.

Expense type: Equipment Purchase	**Explanation - Description of Expense**	**Total $**

Note(s): *Return to Summary Page*

1. Purchase costs of all nonexpendable, tangible personal property. Includes purchase costs of furniture and office equipment such as printers, copy machines, desktop computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total purchase cost.
2. Some smaller equipment purchases may be recorded as supplies (e.g., fax machines, etc). Check with the Department.

Line 4 Total	n/a	$0

Note(s): *Return to Summary Page*

1. Total the cost of equipment purchases and rentals.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 5 - Supplies *Return to Summary Page*

Cost of supplies

Expense type: Supplies	**Explanation - Description of Expense**	**Total $**
Various supplies	Instructional and office supplies to support tutoring and student projects, to include tri-fold board, printer ink, & tape.	$0
Line 5 Total	n/a	$0

Return to Summary Page

Note(s):

1. Costs of all tangible personal property other than that included under the Equipment expense type. Includes supplies and materials used on a regular, daily basis to directly support the delivery of the project. Specify general categories of supplies and their costs. Show computations and provide other information that supports the amount requested.
2. Supplies can include some types of small equipment (e.g., fax machine). Please consult with the department regarding equipment that can be recorded as a supply.

Universal Budget Form
Nassau County Human Services

Line 6 - Contractual Services *Return to Summary Page*

Costs of indirect services acquired by the contractor under a separate contract or subcontract.

Expense type: Contractual Services	Explanation - Description of Expense	Total $
		$0
Line 6 Total	n/a	$0

Return to Summary Page

Note(s):

1. Costs of indirect services acquired by the contractor under a separate contract or subcontract.
2. Costs of all contracts for indirect services and goods except for those that belong under other expense types such as equipment, supplies, etc. Provide computations, a narrative description and a justification for each contract under this expens
3. Indirect services include contract consultants providing services such as computer support, payroll, accounts, legal, etc.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 7 a - Rent ***Return to Summary Page***

Cost related to rent and utilities associated with provide direct client services.

Expense type: Misc./Other Costs	Explanation - Description of Expense	Total $
Line 7 Total	n/a	$0

Return to Summary Page

Note(s):

1. Costs of all rent and utility expenses used to directly support the delivery of the project. Specify physical address in the description.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 7 b- Utilities ***Return to Summary Page***

Cost related to rent and utilities associated with provide direct client services.

Expense type: Misc./Other Costs	**Explanation - Description of Expense**	**Total $**
Line 7 Total	n/a	$0

Return to Summary Page

Note(s):

1. Costs of all rent and utility expenses used to directly support the delivery of the project. Specify physical address in the description.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 8 - Department Specific Costs

Please itemize all expenses *Return to Summary Page*

Expense type: Dept. Specific Costs	Explanation - Description of Expense	Total $
Line 8 Total	n/a	$0

Return to Summary Page

Note(s):

1. List any department specific cost or expense that cannot be listed on any other budget line. Provide computations (where appropriate), a narrative description and a justification for each cost under this expense type.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 9 - Misc./Other Costs *Return to Summary Page*

Please itemize all expenses

Expense type: Misc./Other Costs	**Explanation - Description of Expense**	**Total $**
Line 9 Total	n/a	$0

Return to Summary Page

Note(s):

1. Such costs may include but are not limited to: printing and publication, training, conferences and other costs. Provide computations, a narrative description and a justification for each cost under this expense type.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 10 - Administrative Overhead ***Return to Summary Page***

Administrative Overhead costs

-------- Contract Amount Only -------

Expense type: Administrative Overhead	Explanation - Description of Expense	Salary $	Fringe $	Total $
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
Line 10 Total	n/a	$0	$0	$0

Return to Summary Page

Note(s):

1. Includes total administrative and overhead costs indirectly associated with the project but attributable to the overall operation of the contractor such as: costs for the overall direction of the contractor's organization; central executive functions that do not directly support the specific project; costs for general record keeping, budgeting, fiscal management, accounting, personnel and procurement; etc. Provide total administrative / overhead costs as a percentage of total Personnel and Fringe costs.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 11 - Revenue

Please itemize all revenue, income, agency contribution, and matches, if any, expected to be generated from this project.

Return to Summary Page

Revenue type: Income/Matches	**Explanation - Description of Revenue**	**Total $**
Line 11 Total	n/a	$0

Return to Summary Page

Note(s):

1. Describe the nature, source and anticipated use of project revenue, income, agency contribution, and matches, if any. Provide computations, a narrative description and a justification for each category.

Return to Summary Page

Nassau County Human Services
Universal Budget Form

Fiscal Summary

Return to Face Sheet

Contract # CQHS26000059
Contract Period Start: 01/01/26
End: 12/31/26
Contractor Name: P.E.A.C.E. AFTERSCHOOL PROGRAM, INC.
Program Name: P.E.A.C.E. AFTERSCHOOL PROGRAM, INC.

Expense type	Total $
Personnel (Salary plus Fringe)	$163,548
OTPS	$6,452
Administrative Overhead	$0
Gross Expenditures (Lines 1 – 10)	$170,000
Revenue, Income, Agency Contribution, Matches	$0
Net Budget Total (Lines 1 – 10 minus line 11)	$170,000
Agency Contribution	$0
Net Contract Total (Net Budget Total minus Agency Contribution)	$170,000

Return to Face Sheet

Source	Total $	Percentage
State	$-	0
Federal	$-	0
Sub Total – State/Fed	$0	0
Local	$-	100
Total	$0	100

Return to Face Sheet

BRUCE A. BLAKEMAN
COUNTY EXECUTIVE

JILL D. NEVIN
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES

60 Charles Lindbergh Boulevard Uniondale, New York 11553-3687
Phone: (516) 227-8930 Fax: (516) 227-8971

TO: Robert Cleary, Chief Procurement and Compliance Officer, Nassau County

FROM: Seema Zaki, Accounting System Specialist, Department of Human Services

DATE: June 3, 2026

SUBJECT: Delay Memo for PEACE After School -CQHS26000059

The 2026 Contract was sent to the Agency on 05/26/26 after approval of the RFP by the County.

Contract period is from 01/01/26-12/31/26.

The 2026 package was uploaded to ECRS when the required documents were compiled.

If you have any questions, please reach out to me at (516) 227- 7003.

Thank you,

Seema Zaki

PEACAFT-01 TFLOOD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/11/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
New York-Alliant Ins Svc Inc 101 Park Ave 14th Fl New York, NY 10178	PHONE (A/C, No, Ext): (212) 603-0200	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B : Technology Insurance Company Inc	42376
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

P.E.A.C.E. After School Program Inc
c/o Robert M. Currey & Associates, Inc.
One Beacon Street, 22nd Floor
Boston, MA 02108

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2643800-014	1/5/2026	1/5/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2643800-014	1/5/2026	1/5/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB896745-014	1/5/2026	1/5/2027	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			KWC1358484	6/18/2025	6/18/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location: 100 Terrace Avenue, Hempstead, NY 11550

HUMAN SERVICES ORGANIZATION PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS

Certificate holder is additional insured as required by written contract

AGGREGATE LIMIT: $2,000,000
EACH PROFESSIONAL INCIDENT LIMIT: $1,000,000

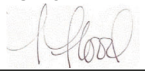
CERTIFICATE HOLDER

Nassau County
1550 Franklin Ave
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/16/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hub International Northeast Limited
401 Broadhollow Road
Suite 200
Melville NY 11747

CONTACT NAME:
PHONE (A/C, No, Ext): 516-677-4700 **FAX (A/C, No):** 516-496-4040
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B : AmTrust Insurance Company	15954
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PEACAFT-01
P.E.A.C.E. Afterschool Program
C/o The D&F Development Group
100 Schoolhouse Rd.
Levittown NY 11756

COVERAGES **CERTIFICATE NUMBER:** 101632352 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			PHPK2643800-014	1/5/2026	1/5/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2643800-014	1/5/2026	1/5/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			PHUB896745-014	1/5/2026	1/5/2027	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		KWC1395667	6/18/2025	6/18/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Nassau County is included as additional insured

CERTIFICATE HOLDER

County of Nassau
1550 Franklin Avenue
Mineola NY 11554

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
P.E.A.C.E. AFTER SCHOOL PROGRAM INC
C/O THE D&F DEVELOPMENT GROUP
100 SCHOOLHOUSE ROAD
LEVITTOWN, NY 11756

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
516-437-0900

1c. Federal Employer Identification Number of Insured or Social Security Number
454092560

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
NASSAU COUNTY DEPARTMENT OF HEALTH
OFFICE OF FOOD & RECREATIONAL FACILITIES
200 COUNTY SEAT DRIVE
MINEOLA, NY 11501

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL534447

3c. Policy effective period
05/21/2025 to 05/20/2027

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 5/5/2026 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Wade Harrison, President

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12-21)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

Insured Detail

1a. Legal Name and address of Insured (Use street address only) P.E.A.C.E. After School Program Inc. 100 Schoolhouse Rd Levittown, NY 11756 Work Location of Insured *(Only required if coverage is specifically limited to certain location in New York State, i.e. a Wrap-Up Policy)*	**1b. Business Telephone Number of Insured** 516-437-0900 **1c. NYS Unemployment Insurance Employer Registration Number of Insured** **1d. Federal Employer Identification Number of Insured or Social Security Number** 454092560
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County Department of Health 200 County Seat Drive Mineola, NY 11501	**3a.Name of Insurance Carrier** AmTrust Insurance Company **3b. Policy Number of entity listed in box "1a":** KWC1447493 **3c. Policy effective period:** 6/18/2026 to 6/18/2027 **3d. The Proprietor, Partners or Executive Officers are:** ☑ **included** (Only check box if all partners/officers included) ☐ **all excluded or certain partners/officers excluded**

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved By: Matt Zender
(Print name of authorized representative or licensed agent of insurance carrier)

Approved By: _____ 5/12/2026
(Signature) (Date)

Title: Senior Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 877-528-7878

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form . Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17) **www.wcb.ny.gov**

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

C-105.2 (9-17) REVERSE

Certified: --

E-98-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE AUGUST 28, 2026 9:31 AM

NIFS ID: CQHS26000062

Capital:

Contract ID #: **CQHS26000062**

NIFS Entry Date: **06/26/2026**

Department: Human Services

Service: **YOUTH DEVELOPMENT**

Term: from **01/01/2026** to **12/31/2028**

Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **The Association for the Community Parent Center, Inc.** DBA: **Community Parent Center**	ID#:**110275007**
Main Address: **Brookside School** **Merrick, NY 11566** Contract Specific Address: **Association for the Community Parent Center** **1260 Meadowbrook Road- Room 31** **North Merrick, NY 11566**	
Main Contact: **Wendy Tepfer**	
Main Phone: **(516) 771-9346**	

Department:
Contact Name: **Seema Zaki**
Address: **60 Charles Lindberg Blvd., Suite 220, Uniondale, NY 11553-36886060**
Phone: **(516) 227-7003**
Email: **alok.raman@hhsnassaucountyny.us**

Contract Summary

Purpose: The Community Parent Center working in collaboration with the Bellmore-Merrick Central High School District, the four component Bellmore and Merrick Elementary School Districts, and public, private, and parochial schools across Nassau County will offer a full complement of school assembly programs, parent/community workshops and school administrator/staff development seminars addressing a wide range of topics suited for diverse audiences which focus on positive youth development and health and safety concerns. Programs can be customized to meet the needs of the schools and community. The Community Parent Center projects to reach approximately 6,000 students ages 10 to 17 annually

Procurement History: This is the third RFP award for this agency

Description of General Provisions: The Community Parent Center will:

- Present prevention-education school assemblies and/or classroom programs

- Offer parent and community-based prevention education programs
- Conduct professional development workshops/trainings for school faculty/staff.
- Host Annual “Shed the Meds” prescription drug take-back event in partnership with local law enforcement and community stakeholders.
- Provide resource materials and information to complement all programs and support families, educators, and youth.

Impact on Funding / Price Analysis: Agency will provide services for 6,000 youth at a per capita cost of $8.50

Change in Contract from Prior Procurement: None

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: HS0630-2536

Advertised On: 06/30/2025

Advertised In: Bid Board, Official Newspaper, Other NY Post

Proposals Due On: 08/18/2025

Number of proposals received: 25

Evaluation Committee members: Lionel Chitty • Alicia Williams • Donna Worsley- Hines • Tracy Presti • Nancy Holland

Pursuant to Executive Order No. 1 of 1993 as amended at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received along with the cost of each proposal.

The contract has been awarded to the proposer offering the lowest cost proposal

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller’s Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1324	DE	HSGEN1324	DE511	HSGEN1324 DE511	01	$51,000.00
						TOTAL		**$51,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$51,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$51,000.00**

Routing Slip

Department			
NIFS Entry	Alok Raman	06/26/2026 01:35PM	Approved
NIFS Final Approval	Seema Zaki	06/26/2026 04:03PM	Approved
Final Approval	Alok Raman	06/29/2026 08:19AM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	07/01/2026 06:40PM	Approved
RE & Insurance Verification	Julie Silverstein	07/01/2026 06:40PM	Approved
NIFS Approval	Mary Nori	07/20/2026 02:08PM	Approved
Final Approval	Mary Nori	07/20/2026 02:08PM	Approved
OMB			
NIFS Approval	Amanda Cohn	07/15/2026 04:27PM	Approved
NIFA Approval	Irfan Qureshi	07/16/2026 11:10AM	Approved
Final Approval	Irfan Qureshi	07/16/2026 11:10AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	07/20/2026 02:16PM	Approved
DCE Compliance Approval	Robert Cleary	07/20/2026 02:56PM	Approved
Vertical DCE Approval	Anissa Moore	07/21/2026 09:27AM	Approved
Final Approval	Anissa Moore	07/21/2026 09:27AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	08/27/2026 05:46PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HUMAN SERVICES AND THE ASSOCIATION FOR THE COMMUNITY PARENT CENTER, INC.

WHEREAS, the County has negotiated a personal services agreement with The Association for the Community Parent Center, Inc., to provide the County with youth development services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an agreement with The Association for the Community Parent Center, Inc.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1 West Street, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Human Services, Office of Youth Services having its principal office at 60 Charles Lindbergh Boulevard, Suite 220, Uniondale, New York 11553-369(the "Department"), and Association for the Community Parent Center, Inc., a New York State not-for-profit corporation, having its principal office at 1260 Meadowbrook Road -Room 31, North Merrick, New York 11566 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement;

WHEREAS, the Contractor desires to perform the services described in this Agreement;

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1) **Term**.
   A. This Agreement shall commence on January 1, 2026 and shall terminate on December 31, 2026 (the "Initial Term"), unless sooner terminated as provided for herein. The Department may, in its sole discretion, renew the term of this Agreement, on the below agreed upon terms and conditions, for one (1) additional two (2) year period (the "Renewal Term"), for a possible total term of three (3) years, subject to the County's right of early termination as provided in the contract.

   B. The decision to renew the contract(s) will be at the sole discretion of the Department and may be exercised by written notice thereof to the Contractor.

2) **Services.**
   A. The services and scope of work to be provided by the Contractor under this Agreement shall increase employment search skills; knowledge of education and career options, and opportunities to increase employment.
   B. The contractor will be required to provide reports to the County, as well as provide all findings and recommended actions to mitigate any issues found. All findings and recommended actions must include prioritization based on risk, factoring current intelligence into the risk level. The contractor will also be required to include guidance on how to remediate each item, as well as estimated internal staff hours needed to address each item. The contractor will not remediate any findings unless instructed by the County. The County will pursue recommended actions using the contractor's guidance as appropriate. The County will make all final decisions regarding their IT system operations.
   C. Additional services are included as **EXHIBIT A.**
   D. Renewal Services: Services to be provided during the renewal period shall be based on the results of the initial contract period services and current needs of the County.

3) **Payment**.
   (a) **Amount of Consideration**. The maximum amount to be paid to the Contractor as full consideration for the Services and all Additional Services performed under this Agreement during the Initial Term and Renewal Term, shall not exceed One Hundred Fifty Three

Thousand and 00/100 Dollars ($153,000.00) DOLLARS (the "Maximum Amount"). The Maximum Amount is inclusive of any and all expenses and shall be payable as follows:

(b) **Partial Encumbrance**. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that the initial encumbrance authorized upon approval of this Agreement shall be Fifty One Thousand and 00/100 Dollars ($51,000.00) DOLLARS.

(i) one third (⅓) of the Initial encumbrance shall be paid in advance upon the final execution of this Agreement; and

(ii) Starting with claims submitted for Services performed in April and continuing until September, the total advance will be deducted in equal installments from the monthly claims submitted. If claims for any of the six (6) months are less than the monthly amount being deducted, the Contractor shall submit with its claim a check payable to the County for the difference.

(iii) Subsequent payments shall be on a reimbursement basis for actual expenses incurred and solely in accordance with the budget attached hereto.

(c) Thereafter, the Department shall notify the Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(d) **Vouchers; Voucher Review, Approval and Audit**. All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(e) **Timing of Payment Claims**. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(f) **No Duplication of Payments**. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the county.

(g) **Payments in Connection with Termination or Notice of Termination**. Unless a provision of this Agreement expressly states otherwise payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

4) **Non-Completion**. Unless otherwise specifically addressed elsewhere in this Agreement, in the event the Agreement is terminated, or the Program cancelled for any reason prior to the date of completion of the Program, the Contractor shall immediately return any and all payment that the Contractor has received. The re-payments shall be made within seven (7) days from the notice of cancellation or when the performance was due, whichever is sooner.

5) **Independent Contractor.** The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractors (a "Contractors Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6) **No Arrears, Default and/or Claims.** The Contractor represents it is not in arrears to the County upon any debt or contract and it is not in default as surety, Contractor, or otherwise upon any obligation to the County, including but not limited to any obligation to pay taxes to, or perform services for or on behalf of, the County.

7) **Compliance With Law**.
   (a) **Generally**. The Contractor shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures.
   (b) **Records Access**. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) to execute a confidentiality agreement, attached hereto as Exhibit A (the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.
   (c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the "Contract Package"), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the

County will post the redacted Contract Package to the County website. Failure of the Contractor to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.

8) **Prohibition of Gifts**. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

9) **Disclosure of Conflicts of Interest**. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

10) **Nassau County Living Wage Law**. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
   A. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.
   B. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
   C. On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

11) **Vendor Code of Ethics**. By executing this Agreement, the Contractor hereby certifies and covenants that:
   A. The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
   B. All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
   C. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
   D. The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
   E. The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the

period the Contractor is required to retain other records pertinent to performance under this Agreement;

F. The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and

G. The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," ("MWBE") which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)

   i) IF APPLICABLE AND AT THE OPTION OF THE OFFICE OF MINORITY AFFAIRS "OMA") In an effort to increase the utilization of minority, woman, veteran and Service-Disabled Veteran-Owned Business ("SDVOB") the County is implementing an overall target of 15% MWBE and 2% SDVOB participation in locally funded procurements. Each vendor and/or subcontractor agrees to cooperate and make its best efforts to assist the procuring Department and OMA in achieving this goal. Such best efforts may include, but are not limited to, providing upon request to OMA, information related to Contractor's utilization of SDVOB and MWBE. The County may utilize such information in determining the ability of the contractor to receive future awards.

12) **Minimum Service Standards**. Regardless of whether required by Law:

A. The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

B. The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.

C. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

13) **Right to Works/Ownership of Work Product/Copyright.**

A. Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non -exclusive, irrevocable, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.

B. The County retains sole ownership and all right, title, and interest in and to any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement.

C. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.

D. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to Section 101 Of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable

Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.

E. the Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.

F. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement.

14) **Confidentiality**.

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.

B. Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;

C. If applicable, Vendor and/or vendors employees/agents, subcontrators, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

D. **Data Protection.** Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects, transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.

E. The provisions of this Section shall survive termination of the Agreement.

15) **Indemnification; Defense; Cooperation.**

A. Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

B. The Contractor shall, at the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suit, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

C. The Contractor shall and shall cause all of Contractor's Agent(s) to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or the Contractor's Agent(s) in connection with this Agreement.

D. In the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

E. **Infringement Indemnification**. The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any infringement, violation or unauthorized use of any copyright, trade secrets, or trademark , patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.

(1) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(2) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.

(3) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

F. The provisions of this Section shall survive the termination of this Agreement.

16) **Insurance.**

A. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) workers compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, or, if the Contractor is exempt from New York State Workers' Compensation Insurance requirements, the Contractor shall provide the County with appropriate documentation evidencing such exemption, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation or exemption is granted in favor of the County of Nassau.

B. Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

C. Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a

material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

17) **Assignment; Amendment; Waiver; Subcontracting**.

A. This Agreement and the rights and obligations hereunder may not be in whole or part and in accordance with General Municipal Law Section 109 (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

B. The Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and the Contractor's subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. Therefore, the County shall have no obligation to pay or to enforce the payment of any moneys to any Contractor subcontractors.

C. The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive.

18) **Termination**.

A. Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and/or (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

B. As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

C. By the Contractor: This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

D. **Contractor Assistance Upon Termination**. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

19) **Accounting Procedures; Records.**

A. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

20) **Limitations on Actions and Special Proceedings Against the County.** No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

A. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary 6 moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

B. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

21) **Work Performance Liability**. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

22) **Data Breach**:

A. Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:

i) Date and time of the breach;
ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
iii) The nature and extent of the breach;
iv) The Contractor's proposed plan to investigate and remediate the breach.

B. Upon discovery by the Contactor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
C. The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.
D. The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.

23) **Consent to Jurisdiction and Venue; Governing Law**. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

24) **Notices**. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:
A. in writing to the above referenced addresses and in compliance with the below,
B. delivered or sent
   i) by hand delivery, evidenced by a signed, dated receipt,
   ii) postage prepaid via certified mail, return receipt requested, or
   iii) overnight delivery via a nationally recognized courier service,
   iv) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and
      (1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,
      (2) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County,
      (3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and
      (4) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

25) **All Legal Provisions Deemed Included; Severability; Supremacy**.
A. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

B. In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
C. Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
D. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

26) **Section and Other Headings**. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

27) **Administrative Service Charge**. Unless exempted or excluded by law, the Contractor agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

28) **Executory Clause**. Notwithstanding any other provision of this Agreement:
A. **Approval and Execution**. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless:
i) all County approvals have been obtained, including, if required, approval by the County Legislature, and
ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
B. **Availability of Funds**. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

29) **Entire Agreement**. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

30) **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

31) **Not-For-Profit Merger, Acquisition, Judicial or Non-Judicial Dissolution (if applicable):** The Contractor agrees to provide written notice the Department, Applicable DCE, County

Attorney, and Comptroller Ninety (90) days prior to any Merger, Acquisition, Judicial or Non-Judicial Dissolution, as defined under New York State Not-For-Profit Law.

32) Force Majeure. Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

33) **Non-Waiver:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but same shall remain in full force and effect. Acceptance by the County of any portion of the Work or the payment or any fees or reimbursements due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

34) **Participation By Political Subdivisions, "PIGGY BACKING" (IF APPLICABLE):** The successful vendor agrees that all political subdivisions of Nassau County and/or New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases thereunder.

New York State Law allows cooperative purchasing between public agencies. General Municipal Law 103, subdivision (16) allow political agencies "to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, … as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein….." Such agencies that meet requirements of NYS GMU 103 may purchase from contracts established by the COUNTY. Unless Vendor declines on the offer submitted by the seller to the County, Vendor agrees to sell services defined in this agreement to other eligible government agencies. The COUNTY accepts no responsibility for the payment of the service price by other governmental agencies.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

ASSOCIATION FOR THE COMMUNITY PARENT CENTER INC

By: _____

Name: NINA LANCI

Title: PRESIDENT BD. OF DIRECTORS

Date: 5/6/2026

NASSAU COUNTY

By: _____

Name: _____

Title:

____, County Executive

(or) ___, Chief Deputy County Executive

(or) ___, Deputy County Executive

Date: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 6th day of May in the year 2026 before me personally came Nina Lanci to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Board of Directors, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

PATTIANNE GUCCIONE
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Nassau County
01GU6382895
MY COMMISSION EXPIRES 11/05/2026

NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____day of _____ in the year _____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

EXHIBIT A
ENGAGEMENT DELIVERABLES, ASSUMPTIONS, SCOPE OF WORK

CONTRACTING AGENCY: Association for the Community Parent Center, Inc

AUTHORIZED AGENCY PERSON: Wendy Tepfer - Director

ADDRESS: 1260 Meadowbrook Road -Room 31– North Merrick, New York 11566

TERM: 01/01/26-12/31/26

CONTRACT AMOUNT: $51,000.00

Objective:
The Community Parent Center working in collaboration with the Bellmore-Merrick Central High School District, the four component Bellmore and Merrick Elementary School Districts, and public, private, and parochial schools across Nassau County will offer a full complement of school assembly programs, parent/community workshops and school administrator/staff development seminars addressing a wide range of topics suited for diverse audiences which focus on positive youth development and health and safety concerns. Programs can be customized to meet the needs of the schools and community. The Community Parent Center projects to reach approximately 6,000 students ages 10 to 17 annually.

Activity:
Using a multifaceted approach, the Community Parent Center will provide health and safety programs, workshops, and resource information for students, parents, schools, and community members. The Community Parent Center will:

The Community Parent Center will:

- Present prevention-education school assemblies and/or classroom programs
- Offer parent and community-based prevention education programs
- Conduct professional development workshops/trainings for school faculty/staff.
- Host Annual "Shed the Meds" prescription drug take-back event in partnership with local law enforcement and community stakeholders.
- Provide resource materials and information to complement all programs and support families, educators, and youth.

Performance Standards/Measures Instruction:
In this section, contractor must provide its methods for performance and achieving deliverables under this Agreement. Please identify and include indicators of program success during the contract year and how planned versus actual performance will be assessed.

The Community Parent Center will utilize three performance measures to evaluate the effectiveness of the programs and workshops presented in schools across Nassau County.

1. Inputs - What did we do?
    - Track the number of programs presented
    - Track topics addressed
    - Track the number of attendees
2. Outputs - How well did we do it:
    - Program evaluation forms from attendees– when possible
    - Feedback from school administrators/faculty
3. Outcomes - Program Effectiveness:
    - Review immediate impact on attendees
    - Review long-term impact on attendees – when possible

Technical and Capacity Building Instruction:

Use of contract funds:
Continue to work towards strengthening the organization's core abilities.
Continue to focus on acquiring essential technical skills and knowledge to achieve mission and goals.

The Contractor of funds exceeding $50,000 shall utilize a percentage of the contract amount to comply with the technical and capacity building requirement. Contractor shall utilize funds of not less than
$1,000 and not greater than $2,000 of the total amount of the Contract.
Contractor of funds totaling less than $50,000 shall receive an additional $1,000 for the strict purpose of complying with the Technical and Capacity Building Requirement

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

Definitions:

As used in this Appendix EE the term **"Executive Director"** shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term **"Subcontract"** shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term **"Subcontractor"** shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

As used in this Appendix EE the term **"Best Efforts Checklist"** shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term **"County Contract"** shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term **"County Contractor"** means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE **"Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises"** shall include, but

is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel

necessary to further demonstrate their Best Efforts regarding their bid documents.

Rule:

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

A. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

B. At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

C. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

D. The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

E. The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

F. Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

G. Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the

Department of Public Works.

H. At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

I. In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

J. Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

K. A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

L. The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

i) Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

ii) If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

iii) Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

M. The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:
   NINA LANCI (Name)
   227 OAK STREET BELLMORE, NY 11710 (Address)
   _____ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ ~~(HAS)~~ ✓ (HAS NOT) been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:
   _____
   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ ~~(HAS)~~ ✓ (HAS NOT) been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:
   _____
   _____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

5/6/2026
Dated

Signature of Chief Executive Officer

NINA LANCI - PRESIDENT - BD of DIRECTORS
Name of Chief Executive Officer

Sworn to before me this
6 day of May, 2026.

Notary Public

PATTIANNE GUCCIONE
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Nassau County
01GU6382895
MY COMMISSION EXPIRES 11/05/2026

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: The Association for the Community Parent Center, Inc.

2. Amount requiring NIFA approval: $153,000.00

Amount to be encumbered: $51,000.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 01/01/2026 to 12/31/2028

Has work or services on this contract commenced? Yes

If yes, please explain: CONTINUATION OF SERVICES

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The Community Parent Center working in collaboration with the Bellmore-Merrick Central High School District, the four component Bellmore and Merrick Elementary School Districts, and public, private, and parochial schools across Nassau County will offer a full complement of school assembly programs, parent/community workshops and school administrator/staff development seminars addressing a wide range of topics suited for diverse audiences which focus on positive youth development and health and safety concerns. Programs can be customized to meet the needs of the schools and community. The Community Parent Center projects to reach approximately 6,000 students ages 10 to 17 annually

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 07/16/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Wendy Tepfer [CPC1260@GMAIL.COM]

Dated: 06/04/2026 05:30:30 pm

Vendor: Community Parent Center

Title: Director

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Camille Raia
   Date of birth: 10/25/1955
   Home address: 2188 Seneca Drive South
   City: Merrick State/Province/Territory: NY Zip/Postal Code: 11566
   Country: US

   Business Address: none
   City: None State/Province/Territory: NY Zip/Postal Code: 11566
   Country US
   Telephone: (516) 546-9138

   Other present address(es): None
   City: N. Merrick State/Province/Territory: NY Zip/Postal Code: 11566
   Country: US
   Telephone: 5167719346

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	07/01/2012
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

President - Bellmore Lions

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Camille Raia , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Camille Raia , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Community Parent Center

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Camille Raia CPC1260A@HOTMAIL.COM

Treasurer

Title

06/04/2026 05:22:10 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Nina Lanci
   Date of birth: 04/22/1963
   Home address: 227 Oak Street
   City: Bellmore State/Province/ Territory: NY Zip/Postal Code: 11710
   Country: US

   Business Address: 1260 Meadowbrook Road Room 31
   City: N. Merrick State/Province/ Territory: NY Zip/Postal Code: 11566
   Country US
   Telephone: 5167719346

   Other present address(es):
   City: N. Merrick State/Province/ Territory: NY Zip/Postal Code: 11566
   Country: US
   Telephone: 5167719346

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	01/01/2007	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Bellmore Lions - Treasurer

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Nina Lanci , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Nina Lanci , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Community Parent Center

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Nina Lanci CPC1260@HOTMAIL.COM

President - Bd. of Directors

Title

06/04/2026 05:02:59 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Wendy Tepfer
Date of birth: 07/14/1950
Home address: 2797 Len Drive
City: Bellmore State/Province/ Territory: NY Zip/Postal Code: 11710
Country: US

Business Address: 1260 Meadowbrook Rd.
City: No. Merrick State/Province/ Territory: NY Zip/Postal Code: 11566
Country US
Telephone: (516) 398-0095

Other present address(es): None
City: N. Merrick State/Province/ Territory: NY Zip/Postal Code: 11566
Country: US
Telephone: 5167719346

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type: Other
Description: Director
Start Date: 01/01/2004

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Wendy Tepfer , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Wendy Tepfer , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Community Parent Center
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Wendy Tepfer CPC1260@GMAIL.COM

Director
Title

06/04/2026 04:07:59 pm
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 01/16/2025

1) Proposer's Legal Name: Asssociation for the Community Parent Center, Inc.

2) Address of Place of Business: 1260 Meadowbrook Road, - Rm 31

City: No. Merrick State/Province/ Territory: NY Zip/Postal Code: 11566

Country: US

3) Mailing Address (if different): Mailing address same as above

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone: (516) 771-9346

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 07-350-7357

5) Federal I.D. Number: 11-0275007

6) The proposer is a: Other (Describe) 501 (c) 3 - not for profit organization

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflict exists -we are a 501 (c)3

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflict exists -we are a 501 (c)3

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflict exists -we are a 501 (c)3

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

We would make an inquiry and present any potential issues to the County for guidance

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

02/01/1988

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

none - no one has a financial interest in the company

iii) Name, address and position of all officers and directors of the company. If none, explain.

Nina Lanci - President - 227 Oak St., Bellmore, NY 11710
Camille Raia - Treasurer - 2188 Seneca Drive South, Merrick, NY 11566
Wendy Tepfer - Director - 2797 Len Drive, Bellmore, NY 11710

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

1

vi) Annual revenue of firm;

200000

vii) Summary of relevant accomplishments

Wendy Tepfer - Executive Director since 2002. She has developed & implemented parent, faculty/staff & student education programs for the Bellmore-Merrick CHSD B-M elementary school districts & numerous Nassau County public & parochial schools. Topics include - safe teen driving, substance abuse prevention, internet safety, bullying/cyber-bullying, adolescent suicide awareness prevention, school violence prevention, youth health, nutrition & fitness. Accomplishments - Developed "Driving in the Safe Lane' Program, Member of the LI Youth Safety, Nassau County Heroin Prevention Tas Farce, NYS Partnership for Teen Driver Safety, Nassau County Traffic Safety Board, Works in collaboration with PTA, DA's office, Police Dept. Youth Board, local hospitals & civic organizations - received numerous awards in 2008, 11, 13 & 16 (details upon request)

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

37

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

No additional information

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	DEDICATED		
Contact Person	Marge Lee		
Address	1058 Delmar Avenue		
City	Franklin Square	State/Province/Territory	NY
Country	US		

Telephone	(516) 352-7990
Fax #	
E-Mail Address	dedicatedd4u@aol.com

Company	NY Coalition for Transportation Safety		
Contact Person	Cynthia Brown		
Address	213-37 39th Avenue		
City	Bayside	State/Province/Territory	NY
Country	US		
Telephone	(516) 571-6808		
Fax #			
E-Mail Address	NYCoalition@aol.com		

Company	Bellmore-Merrick CHSD		
Contact Person	Mr. Michael Harrington-Superintendent		
Address	1260 Meadowbrook Road		
City	N. Merrick	State/Province/Territory	NY
Country	US		
Telephone	(516) 992-1001		
Fax #			
E-Mail Address	mharrington@bellmore-merrick.k12.ny.us		

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I, Wendy Tepfer , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Name of submitting business: Community Parent Center

Electronically signed and certified at the date and time indicated by:
Wendy Tepfer CPC1260@GMAIL.COM

Director
Title

06/04/2026
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Community Parent Center

Address: 1260 Meadowbrook Road Room 31

City: N. Merrick State/Province/Territory: NY Zip/Postal Code: 11566

Country: US

2. Entity's Vendor Identification Number: 11-0275007

3. Type of Business: Other (specify) 501 (c) 3 - not-for-profit

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

First Name Nina
Last Name Lanci
MI Suffix
Address 1260 Meadowbrook Rd.
City No. Merrick State/Province/Territory: NY Zip/Postal Code: 11566
Country US
Position President

First Name Camille
Last Name Raia
MI Suffix
Address 1260 Meadowbrook Rd.
City No. Merrick State/Province/Territory: NY Zip/Postal Code: 11566
Country US
Position Treasurer

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing

this section.
If none, explain.

None - Not-for-Profit Corp.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

There are no affiliated and/or related companies related to this firm

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Wendy Tepfer [CPC1260@GMAIL.COM]

Dated: 06/04/2026 05:32:56 pm

Title: Director

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Nassau County Human Services
Universal Budget Form

Face Sheet

Please complete the following information about this contract:

To Be Completed By The Contract Vendor:

Contractor Name: Association for the Community Parent Center, Inc.

Program Name: Youth, Parent, School, Community Education Programs

To Start Working on Your Budget Click Here

The Section Below Will Be Completed By the Human Service Department You Are Contracting With:

Contract # CQHS26000062

Contract Period Start: (MM/DD/YY) 01/01/26

End: (MM/DD/YY) 12/31/26

	Enter Whole # Only
State Reimbursement %	
Federal Reimbursement %	

HS Only: Click Here To See The Fiscal Summary

To Start Working on Your Budget Click Here

Nassau County Human Services
Universal Budget Form

Return to Face Sheet

Contract # CQHS26000062

Contract Name: Association for the Community Parent Center, Inc.

Program Name: Youth, Parent, School, Community Education Programs

Select Line To Work On Here

Budget Summary

	Line #	Expense type	Total $
Work on Salary and Fringe	1a	Salary	$0
	1b	Fringe	$0
	1 Total	Personnel (Salary plus Fringe)	$0
Work on Line 2	2	Consultant(s)	$27,000
Work on Line 3	3	Travel / Per Diem / Transportation	$1,000
Work on Line 4	4	Equipment	$1,500
Work on Line 5	5	Supplies	$4,000
Work on Line 6	6	Contractual Services	$4,500
Work on Line 7	7a	Rent	$0
	7b	Utilities	$1,000
Work on Line 8	8	Department Specific Costs	$0
Work on Line 9	9	Other Costs	$12,000
Work on Line 10	10	Administrative Overhead	$0
		Gross Expenditures (Lines 1 – 10)	$51,000
Work on Line 11	11	Revenue, Income, Agency Contribution, Matches	$0
		Net Budget Total (Lines 1 – 10 minus line 11)	$51,000
Agency Contribution		Agency Contribution	$0
		Net Contract Total (Net Budget Total minus Agency Contribution)	$51,000

Return to Face Sheet

Administrative Approval of Universal Budget Form:

Department Head Approval

Fiscal Approval

Program Head Approval

Universal Budget Form
Nassau County Human Services

Line 1 - Personnel ***Return to Summary Page***

Cost of salaries and/or wages of personnel assigned to the project

-------- Contract Amount Only -------

Staff Title/Name	# of Staff	Explanation/Description of Function/Expense	FTE	Salary $	Fringe $	Total $
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
Line 1 Total		n/a	n/a	$0	$0	$0

Notes:

1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the project.
2. For each position, provide the: job title; name, if known; time commitment to the project as a full-time equivalent; annual salary; and/or hourly wage rate. If salary other than 100% of FTE note salary amount in description
3. All Direct Personnel Costs or Allocations are to be included in this section, not in Other.
4. Hourly Workers: Note hourly wage and number of hours worked in comments. Salary = Wage x Hours.
5. Fringe may be allocated or reported as a lump sum. Check with the department.
6. For FTE: Enter in the whole number if FTE represents the number of people (e.g., 3.5 staff). Enter a decimal if FTE represents a percentage of a person's salary and fringe (e.g., .5 for 50% of salary and fringe).

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 2 - Consultants *Return to Summary Page*

Costs of professional consultant services provided by persons who are members of a particular profession or possess a special skill, and who are not employees of the contractor. Excludes Line 2 Personnel Costs and Line 9 Other Costs

Expense type: Consultant(s)	#	Explanation - Description of Expense	FTE	Total $
				$27,000
Program Manager for social media/strategic planning		Jenna Maguire		
Program Speakers/Facilitators addressing topics including		John Groshans, Ron Riebl, Sharon Galvin		
but not limited to:		Vonn Brickmeier, Melanie Sirof, Marc Achtziger		
Cyber Safety, Prom Safety, Teen Driver Safety		Kathleen Brickmeier, Leah Jantzen, Karen Torres		
Substance Abuse/Misuse Awareness		Wellbridge Addiction Ctr (Steve Chassman)		
Mental Health Awareness, Character Education		World Outside My Shoes (Carl Wilkens)		
Tolerance, Acceptance, Diversity		Perfect Placement (Mark Leinweaver)		
Pre-College Planning		Addiction Educators LLC. (Dr. Stephen Dewey)		
Gaming/Gambling Addiction Awareness		ReesSpecht Foundation (Rich Specht)		
		College Admissions Talks LLC, (Dr. John Durante)		
Line 2 Total		n/a		$27,000

Note(s): *Return to Summary Page*

1. For each position, provide the: job title; name, if known; time commitment to the project as a percentage of a full-time equivalent; annual salary; and/or hourly wage rate. For hourly wage rate position provide annual hours to
2. Consultants must either provide a direct client service (e.g., case manager) or support a direct client service (e.g., file clerk).
3. For FTE: Enter in the whole number if FTE represents the number of people (e.g., 3.5 staff). Enter a decimal if FTE represents a percentage of a person's salary and fringe (e.g., .5 for 50% of salary and fringe).

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Return to Summary Page

Line 3 - Travel / Per diem / Transportation

Expense type: Travel / Per Diem	**Explanation - Description of Expense**	**Total $**
		$1,000
	Community Parent Center Director: Wendy Tepfer	
Programs, Workshops, Events, Meetings, Conferences,		
Conferences, Trainings & Outreach		
Nassau County, Long Island New York State		
All transportation costs (gas, tolls, parking, air/train/bus fare)		
All registration fees, meals, lodging associated with		
Conferences, programs and workshops etc)		
Line 3 Total	n/a	$1,000

Note(s): *Return to Summary Page*

1. Costs of transportation, mileage allowance, lodging, subsistence, and related items incurred by contractor staff on project-related travel, and client transportation. This expense type does not include consultant travel costs.
2. Aggregate separately for staff and client expenses.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 4 - Equipment *Return to Summary Page*

Costs of all nonexpendable, tangible personal property.

Expense type: Equipment Rental	Explanation - Description of Expense	Total $
	Cost of water cooler rental - building water is not potable	$300

Note(s): *Return to Summary Page*

1. Rental costs of all nonexpendable, tangible personal property. Includes rental costs of furniture and office equipment such as printers, copy machines, computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total rental cost.

Expense type: Equipment Purchase	Explanation - Description of Expense	Total $
	Office Furniture/equipment, program equipment,	$1,200
	technology equipment - computers, copy machine, printers	

Note(s): *Return to Summary Page*

1. Purchase costs of all nonexpendable, tangible personal property. Includes purchase costs of furniture and office equipment such as printers, copy machines, desktop computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total purchase cost.
2. Some smaller equipment purchases may be recorded as supplies (e.g., fax machines, etc). Check with the Department.

Line 4 Total	n/a	$1,500

Note(s): *Return to Summary Page*

1. Total the cost of equipment purchases and rentals.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 5 - Supplies *Return to Summary Page*

Cost of supplies

Expense type: Supplies	**Explanation - Description of Expense**	**Total $**
	Program materials, supplies, resources	$4,000
	(ie folders, print materials, flyers, brochures, posters, banners)	
	office materials and supplies (ie ink, paper, cleaning supplies,	
	storage containers for program supplies, bottled water	
	building water is not potable	
	PPE supplies	
Line 5 Total	n/a	$4,000

Return to Summary Page

Note(s):

1. Costs of all tangible personal property other than that included under the Equipment expense type. Includes supplies and materials used on a regular, daily basis to directly support the delivery of the project. Specify general categories of supplies and their costs. Show computations and provide other information that supports the amount requested.
2. Supplies can include some types of small equipment (e.g., fax machine). Please consult with the department regarding equipment that can be recorded as a supply.

Universal Budget Form
Nassau County Human Services

Line 6 - Contractual Services *Return to Summary Page*

Costs of indirect services acquired by the contractor under a separate contract or subcontract.

Expense type: Contractual Services	**Explanation - Description of Expense**	**Total $**
		$4,500
CPA for all financial services	Kyle Lester, CPA	
Tech Support for all equipment computers,copy machine	Precise Technical Services	
Website host	Dave's Computer Solutions	
Line 6 Total	n/a	$4,500

Return to Summary Page

Note(s):

1. Costs of indirect services acquired by the contractor under a separate contract or subcontract.
2. Costs of all contracts for indirect services and goods except for those that belong under other expense types such as equipment, supplies, etc. Provide computations, a narrative description and a justification for each contract under this expens
3. Indirect services include contract consultants providing services such as computer support, payroll, accounts, legal, etc.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 7 a - Rent ***Return to Summary Page***

Cost related to rent and utilities associated with provide direct client services.

Expense type: Misc./Other Costs	Explanation - Description of Expense	Total $
Line 7 Total	n/a	$0

Return to Summary Page

Note(s):

1. Costs of all rent and utility expenses used to directly support the delivery of the project. Specify physical address in the description.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 7 b- Utilities ***Return to Summary Page***

Cost related to rent and utilities associated with provide direct client services.

Expense type: Misc./Other Costs	**Explanation - Description of Expense**	**Total $**
	Telecommunication - phone, fax	$1,000
Line 7 Total	n/a	$1,000

Return to Summary Page

Note(s):

1. Costs of all rent and utility expenses used to directly support the delivery of the project. Specify physical address in the description.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 8 - Department Specific Costs

Please itemize all expenses *Return to Summary Page*

Expense type: Dept. Specific Costs	Explanation - Description of Expense	Total $
Line 8 Total	n/a	$0

Return to Summary Page

Note(s):

1. List any department specific cost or expense that cannot be listed on any other budget line. Provide computations (where appropriate), a narrative description and a justification for each cost under this expense type.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 9 - Misc./Other Costs *Return to Summary Page*

Please itemize all expenses

Expense type: Misc./Other Costs	**Explanation - Description of Expense**	**Total $**
	Educational program enhancements, enrichments & field trips,	$12,000
	insurance, postage and mailings, program resources,	
	advertising, outreach, networking and promo materials	
	to publicize and promote programs and services	
Line 9 Total	n/a	$12,000

Return to Summary Page

Note(s):

1. Such costs may include but are not limited to: printing and publication, training, conferences and other costs. Provide computations, a narrative description and a justification for each cost under this expense type.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 10 - Administrative Overhead ***Return to Summary Page***

Administrative Overhead costs

-------- Contract Amount Only -------

Expense type: Administrative Overhead	Explanation - Description of Expense	Salary $	Fringe $	Total $
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
Line 10 Total	n/a	$0	$0	$0

Return to Summary Page

Note(s):

1. Includes total administrative and overhead costs indirectly associated with the project but attributable to the overall operation of the contractor such as: costs for the overall direction of the contractor's organization; central executive functions that do not directly support the specific project; costs for general record keeping, budgeting, fiscal management, accounting, personnel and procurement; etc. Provide total administrative / overhead costs as a percentage of total Personnel and Fringe costs.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 11 - Revenue

Please itemize all revenue, income, agency contribution, and matches, if any, expected to be generated from this project.

Return to Summary Page

Revenue type: Income/Matches	**Explanation - Description of Revenue**	**Total $**
Line 11 Total	n/a	$0

Return to Summary Page

Note(s):

1. Describe the nature, source and anticipated use of project revenue, income, agency contribution, and matches, if any. Provide computations, a narrative description and a justification for each category.

Return to Summary Page

Nassau County Human Services
Universal Budget Form

Fiscal Summary

Return to Face Sheet

Contract # CQHS26000062
Contract Period Start: 01/01/26
End: 12/21/26
Contractor Name: Association for the Community Parent Center, Inc.
Program Name: Youth, Parent, School, Community Education Programs

Expense type	Total $
Personnel (Salary plus Fringe)	$0
OTPS	$45,500
Administrative Overhead	$4,500
Gross Expenditures (Lines 1 – 10)	$50,000
Revenue, Income, Agency Contribution, Matches	$0
Net Budget Total (Lines 1 – 10 minus line 11)	$51,000
Agency Contribution	$0
Net Contract Total (Net Budget Total minus Agency Contribution)	$51,000

Return to Face Sheet

Source	Total $	Percentage
State	$-	0
Federal	$-	0
Sub Total – State/Fed	$0	0
Local	$-	100
Total	$0	100

Return to Face Sheet

BRUCE A. BLAKEMAN
COUNTY EXECUTIVE

JILL D. NEVIN
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES

60 Charles Lindbergh Boulevard Uniondale, New York 11553-3687
Phone: (516) 227-8930 Fax: (516) 227-8971

TO: Robert Cleary, Chief Procurement and Compliance Officer, Nassau County

FROM: Seema Zaki, Accounting System Specialist, Department of Human Services

DATE: June 9, 2026

SUBJECT: Delay Memo for Association for the Community Parent Center -CQHS26000062

The 2026 Contract was sent to the Agency on 04/29/26 after approval of the RFP by the County. Executed contract by the Agency was received on 05/21/26. Updated budget was received on 06/08/26

Contract period is from 01/01/26-12/31/26.

The 2026 package was uploaded to ECRS when the required documents were compiled.

If you have any questions, please reach out to me at (516) 227- 7003.

Thank you,

Seema Zaki

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/03/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners Northeast, LLC.
100 Baylis Road
Suite 300
Melville NY 11747

CONTACT NAME: Kaitlyn Maliszewski
PHONE (A/C, No, Ext): (631) 844-5123 FAX (A/C, No): (631) 465-4005
E-MAIL ADDRESS: kaitlyn.maliszewski@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Community Parent Center, Inc.
1260 Meadowbrook Rd
Brookside School, Room 31
North Merrick NY 11566-1542

COVERAGES **CERTIFICATE NUMBER:** CL266265721 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		PHPK2656730-023	04/02/2026	04/02/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
							Cyber Liability	$ 100,000
	[ ] AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			PHPK2656730-023	04/02/2026	04/02/2027	Each Occurence	1,000,000
							Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured as per required written contract.

CERTIFICATE HOLDER

Nassau County
1550 Franklin Avenue
Mineola NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

SCAN TO VALIDATE
AND SUBSCRIBE

^^^^^^ 110275007
ASSOCIATION FOR THE COMMUNITY
PARENT CENTER INC
1260 MEADOWBROOK ROAD ROOM 31
NORTH MERRICK NY 11566

POLICYHOLDER	CERTIFICATE HOLDER
ASSOCIATION FOR THE COMMUNITY PARENT CENTER INC 1260 MEADOWBROOK ROAD ROOM 31 NORTH MERRICK NY 11566	NASSAU COUNTY 1550 FRANKLIN AVENUE MINEOLA NY 11501

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
H1353 759-2	998409	04/01/2026 TO 04/01/2027	3/23/2026

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1353 759-2, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 792447986

U-26.3

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
ASSOCIATION FOR THE COMM PARENT CENTER INC
1260 MEADOWBROOK RD, BROOKSIDE SCHOOL RM
N MERRICK, NY 11566

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
516-771-9346

1c. Federal Employer Identification Number of Insured or Social Security Number
110275007

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Nassau County
1550 Franklin Avenue
Mineola, New York 11501

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL579123

3c. Policy effective period
01/01/2026 to 12/31/2026

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 1/6/2026 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516 829 8100 Name and Title Wade Harrison, President

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Certified: --

E-99-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE AUGUST 28, 2026 10:05 AM

NIFS ID: CQHS26000064

Capital:

Contract ID #: **CQHS26000064**

NIFS Entry Date: **07/15/2026**

Department: Human Services

Service: **YOUTH DEVELOPMENT**

Term: from **01/01/2026** to **12/31/2028**

Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Morrison Mentors Inc**	ID#:**454581763**
Main Address: **250 Fulton Avenue, Suite M104 Hempstead, NY 11550**	
Main Contact: **Doron Spleen**	
Main Phone: **(516) 286-9014**	

Department:
Contact Name: **Seema Zaki**
Address: **60 Charles Lindberg Blvd., Suite 220, Uniondale, NY 11553-36886060**
Phone: **(516) 227-7003**
Email: **alok.raman@hhsnassaucountyny.us**

Contract Summary

Purpose: To expand STEmpower Scholars, which is a year-round Positive Youth Development (PYD) program designed to address these inequities by equipping youth ages 16-24 with technical skills, leadership capacity, and workforce readiness training, while embedding them in an intergenerational mentorship framework.

Procurement History: This is the first RFP award for this Agency

Description of General Provisions: STEmpower Scholars operates on a rolling admissions model, allowing participants to enter throughout the year, with a formal summer cohort offering a deeper immersion. The program engages 25-40 youth participants annually, primarily from high-need Nassau County communities, with room to expand as resources allow. Formal training typically runs for ~20 weeks, integrating the following three components:

1. Technical Training (Weeks 1-10) – Participants receive hands-on STEM instruction in high-demand fields such as computer hardware, 3D printing, robotics, renewable energy, graphic design, coding, and digital fabrication. Training includes facilitation techniques, classroom management, and engagement strategies to prepare participants for mentoring younger students.

2. Mentorship Practicum (Weeks 11-20) – Participants step into real classrooms as Assistant STEM Mentors, applying their technical skills while developing leadership and 21st-century skills. They guide small group activities, assist with lesson delivery, and serve as relatable role models to younger students.

3. Ongoing Career & Leadership Development – Throughout, participants attend workshops on workforce readiness, financial literacy, resume building, interview preparation, workplace professionalism, and more. Career exposure is facilitated via job-shadowing, and field trips with corporate and community partners.

Impact on Funding / Price Analysis: Agency will provide services to 40 youth at a per capita cost of $1,250

Change in Contract from Prior Procurement: None

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: HS0630-2536

Advertised On: 06/30/2025

Advertised In: Bid Board, Official Newspaper, Other NY Post

Proposals Due On: 08/18/2025

Number of proposals received: 25

Evaluation Committee members: Lionel Chitty • Alicia Williams • Donna Worsley- Hines • Tracy Presti • Nancy Holland

Pursuant to Executive Order No. 1 of 1993 as amended at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received along with the cost of each proposal.

The contract has been awarded to the proposer offering the lowest cost proposal

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1324	DE	HSGEN1324	DE511	HSGEN1324 DE511	01	$50,000.00
						TOTAL		**$50,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$50,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$50,000.00**

Routing Slip

Department			
NIFS Entry	Alok Raman	07/15/2026 02:11PM	Approved
NIFS Final Approval	Seema Zaki	07/15/2026 04:06PM	Approved
Final Approval	Seema Zaki	07/15/2026 04:06PM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	07/20/2026 04:43PM	Approved
RE & Insurance Verification	Shannon Molloy	07/16/2026 10:01AM	Approved
NIFS Approval	Mary Nori	07/24/2026 01:22PM	Approved
Final Approval	Mary Nori	07/24/2026 01:22PM	Approved
OMB			
NIFS Approval	Amanda Cohn	07/16/2026 12:25PM	Approved
NIFA Approval	Irfan Qureshi	07/22/2026 11:20AM	Approved
Final Approval	Irfan Qureshi	07/22/2026 11:20AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	07/24/2026 01:24PM	Approved
DCE Compliance Approval	Robert Cleary	08/05/2026 11:20AM	Approved
Vertical DCE Approval	Anissa Moore	08/05/2026 01:47PM	Approved
Final Approval	Anissa Moore	08/05/2026 01:47PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	08/28/2026 09:58AM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HUMAN SERVICES AND MORRISON MENTORS INC

WHEREAS, the County has negotiated a personal services agreement with Morrison Mentors Inc, to provide the County with STEM and youth development services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an agreement with Morrison Mentors Inc.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1 West Street, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Human Services, Office of Youth Services having its principal office at 60 Charles Lindbergh Boulevard, Suite 220, Uniondale, New York 11553-369(the "Department"), and Morrison Mentors Inc., a New York State not-for-profit corporation, having its principal office at 250 Fulton Avenue, Ste M104, Hempstead New York 11550 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement;

WHEREAS, the Contractor desires to perform the services described in this Agreement;

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1) Term.
   A. This Agreement shall commence on January 1, 2026 and shall terminate on December 31, 2026 (the "Initial Term"), unless sooner terminated as provided for herein. The Department may, in its sole discretion, renew the term of this Agreement, on the below agreed upon terms and conditions, for one (1) additional two (2) year period (the "Renewal Term"), for a possible total term of three (3) years, subject to the County's right of early termination as provided in the contract.

   B. The decision to renew the contract(s) will be at the sole discretion of the Department and may be exercised by written notice thereof to the Contractor.

2) Services.
   A. The services and scope of work is to expand STEmpower Scholars, which is a year-round Positive Youth Development designed to address these inequities by equipping youth ages 16-24 with technical skills, leadership capacity and workforce readiness training.
   B. The contractor will be required to provide reports to the County, as well as provide all findings and recommended actions to mitigate any issues found. All findings and recommended actions must include prioritization based on risk, factoring current intelligence into the risk level. The contractor will also be required to include guidance on how to remediate each item, as well as estimated internal staff hours needed to address each item. The contractor will not remediate any findings unless instructed by the County. The County will pursue recommended actions using the contractor's guidance as appropriate. The County will make all final decisions regarding their IT system operations.
   C. Additional services are included as **EXHIBIT A.**
   D. Renewal Services: Services to be provided during the renewal period shall be based on the results of the initial contract period services and current needs of the County.

3) Payment.

(a) **Amount of Consideration**. The maximum amount to be paid to the Contractor as full consideration for the Services and all Additional Services performed under this Agreement during the Initial Term and Renewal Term, shall not exceed One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00) DOLLARS (the "Maximum Amount"). The Maximum Amount is inclusive of any and all expenses and shall be payable as follows:

(b) **Partial Encumbrance**. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that the initial encumbrance authorized upon approval of this Agreement shall be Fifty Thousand and 00/100 Dollars ($50,000.00) DOLLARS.

(i) one third (⅓) of the Initial encumbrance shall be paid in advance upon the final execution of this Agreement; and

(ii) Starting with claims submitted for Services performed in April and continuing until September, the total advance will be deducted in equal installments from the monthly claims submitted. If claims for any of the six (6) months are less than the monthly amount being deducted, the Contractor shall submit with its claim a check payable to the County for the difference.

(iii) Subsequent payments shall be on a reimbursement basis for actual expenses incurred and solely in accordance with the budget attached hereto.

(c) Thereafter, the Department shall notify the Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(d) **Vouchers; Voucher Review, Approval and Audit**. All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(e) **Timing of Payment Claims**. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(f) **No Duplication of Payments**. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the county.

(g) **Payments in Connection with Termination or Notice of Termination**. Unless a provision of this Agreement expressly states otherwise payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

4) **Non-Completion**. Unless otherwise specifically addressed elsewhere in this Agreement, in the event the Agreement is terminated, or the Program cancelled for any reason prior to the date of completion of the Program, the Contractor shall immediately return any and all payment that the Contractor has received. The re-payments shall be made within seven (7) days from the notice of cancellation or when the performance was due, whichever is sooner.

5) **Independent Contractor.** The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractors (a "Contractors Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6) No Arrears, Default and/or Claims. The Contractor represents it is not in arrears to the County upon any debt or contract and it is not in default as surety, Contractor, or otherwise upon any obligation to the County, including but not limited to any obligation to pay taxes to, or perform services for or on behalf of, the County.

7) **Compliance With Law**.

(a) **Generally**. The Contractor shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures.

(b) **Records Access**. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) to execute a confidentiality agreement, attached hereto as Exhibit A (the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom

of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the "Contract Package"), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of the Contractor to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.

8) **Prohibition of Gifts**. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

9) **Disclosure of Conflicts of Interest**. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

10) **Nassau County Living Wage Law**. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

A. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.

B. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

C. On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

11) **Vendor Code of Ethics**. By executing this Agreement, the Contractor hereby certifies and covenants that:

A. The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

B. All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

C. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

D. The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

E. The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement;

F. The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and

G. The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," ("MWBE") which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)

i) IF APPLICABLE AND AT THE OPTION OF THE OFFICE OF MINORITY AFFAIRS "OMA") In an effort to increase the utilization of minority, woman, veteran and Service-Disabled Veteran-Owned Business ("SDVOB") the County is implementing an overall target of 15% MWBE and 2% SDVOB participation in locally funded procurements. Each vendor and/or subcontractor agrees to cooperate and make its best efforts to assist the procuring Department and OMA in achieving this goal. Such best efforts may include, but are not limited to, providing upon request to OMA, information related to Contractor's utilization of SDVOB and MWBE. The County may utilize such information in determining the ability of the contractor to receive future awards.

12) **Minimum Service Standards**. Regardless of whether required by Law:

A. The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

B. The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.

C. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

13) **Right to Works/Ownership of Work Product/Copyright.**

A. Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non

-exclusive, irrevocable, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.

B. The County retains sole ownership and all right, title, and interest in and to any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement.

C. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.

D. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to Section 101 Of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.

E. the Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.

F. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement.

14) **Confidentiality**.

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.

B. Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;

C. If applicable, Vendor and/or vendors employees/agents, subcontrators, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

D. **Data Protection.** Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects, transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.

E. The provisions of this Section shall survive termination of the Agreement.

15) **Indemnification; Defense; Cooperation.**

A. Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

B. The Contractor shall, at the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suit, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

C. The Contractor shall and shall cause all of Contractor's Agent(s) to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or the Contractor's Agent(s) in connection with this Agreement.

D. In the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

E. **Infringement Indemnification**. The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any infringement, violation or unauthorized use of any copyright, trade secrets, or trademark , patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.

(1) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(2) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.

(3) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

F. The provisions of this Section shall survive the termination of this Agreement.

16) **Insurance**.

A. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single

combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) workers compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, or, if the Contractor is exempt from New York State Workers' Compensation Insurance requirements, the Contractor shall provide the County with appropriate documentation evidencing such exemption, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation or exemption is granted in favor of the County of Nassau.

B. Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

C. Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

17) **Assignment; Amendment; Waiver; Subcontracting**.

A. This Agreement and the rights and obligations hereunder may not be in whole or part and in accordance with General Municipal Law Section 109 (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

B. The Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and the Contractor's subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. Therefore, the

County shall have no obligation to pay or to enforce the payment of any moneys to any Contractor subcontractors.

C. The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive.

18) **Termination**.

A. Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and/or (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

B. As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

C. By the Contractor: This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

D. **Contractor Assistance Upon Termination**. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

19) **Accounting Procedures; Records**.

A. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly

designated representatives. The provisions of this Section shall survive the termination of this Agreement.

20) **Limitations on Actions and Special Proceedings Against the County.** No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

A. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary 6 moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

B. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

21) **Work Performance Liability**. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

22) **Data Breach**:

A. Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:

i) Date and time of the breach;
ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
iii) The nature and extent of the breach;
iv) The Contractor's proposed plan to investigate and remediate the breach.

B. Upon discovery by the Contactor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

C. The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.
D. The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.

23) **Consent to Jurisdiction and Venue; Governing Law**. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

24) **Notices**. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:
A. in writing to the above referenced addresses and in compliance with the below,
B. delivered or sent
   i) by hand delivery, evidenced by a signed, dated receipt,
   ii) postage prepaid via certified mail, return receipt requested, or
   iii) overnight delivery via a nationally recognized courier service,
   iv) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and
      (1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,
      (2) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County,
      (3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and
      (4) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

25) **All Legal Provisions Deemed Included; Severability; Supremacy**.
A. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
B. In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
C. Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set

forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

D. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

26) **Section and Other Headings**. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

27) **Administrative Service Charge**. Unless exempted or excluded by law, the Contractor agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

28) **Executory Clause**. Notwithstanding any other provision of this Agreement:

A. **Approval and Execution**. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless:
   i) all County approvals have been obtained, including, if required, approval by the County Legislature, and
   ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

B. **Availability of Funds**. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

29) **Entire Agreement**. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

30) **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

31) **Not-For-Profit Merger, Acquisition, Judicial or Non-Judicial Dissolution (if applicable):** The Contractor agrees to provide written notice the Department, Applicable DCE, County Attorney, and Comptroller Ninety (90) days prior to any Merger, Acquisition, Judicial or Non-Judicial Dissolution, as defined under New York State Not-For-Profit Law.

32) **Force Majeure.** Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

33) **Non-Waiver:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but same shall remain in full force and effect. Acceptance by the County of any portion of the Work or the payment or any fees or reimbursements due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

34) **Participation By Political Subdivisions, "PIGGY BACKING" (IF APPLICABLE):** The successful vendor agrees that all political subdivisions of Nassau County and/or New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases thereunder.

New York State Law allows cooperative purchasing between public agencies. General Municipal Law 103, subdivision (16) allow political agencies "to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, … as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein….." Such agencies that meet requirements of NYS GMU 103 may purchase from contracts established by the COUNTY. Unless Vendor declines on the offer submitted by the seller to the County, Vendor agrees to sell services defined in this agreement to other eligible government agencies. The COUNTY accepts no responsibility for the payment of the service price by other governmental agencies.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

MORRISON MENTORS INC

By: _____

Name: Doron Spleen

Title: Executive Director

Date: 5/30/2026

NASSAU COUNTY

By: _____

Name: _____

Title:

____, County Executive

(or) ___, Chief Deputy County Executive

(or) ___, Deputy County Executive

Date: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 30 day of May in the year 2026 before me personally came Doron Spleen to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Executive Director of Morrison Mentors, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Vira Bangaru
NOTARY PUBLIC

VIRA BANGARU
Notary Public - State of New York
NO. 01BA0041214
Qualified in Queens County
My Commission Expires Sep 2, 2029

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____day of _____ in the year _____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

NASSAU COUNTY
DEPT. OF SOCIAL SERVICES
JUN 11 2026
DOCUMENT DROP OFF

EXHIBIT A
ENGAGEMENT DELIVERABLES, ASSUMPTIONS, SCOPE OF WORK

CONTRACTING AGENCY::Morrison Mentors Inc

AUTHORIZED AGENCY PERSON: Doron Spleen

ADDRESS: 250 Fulton Avenue, Ste M104, Hempstead, NY 11550

TERM: 01/01/26-12/31/26

CONTRACT AMOUNT: $50,000.00

Objective:
To expand STEmpower Scholars, which is a year-round Positive Youth Development (PYD) program designed to address these inequities by equipping youth ages 16-24 with technical skills, leadership capacity, and workforce readiness training, while embedding them in an intergenerational mentorship framework.

Activity:
STEmpower Scholars operates on a rolling admissions model, allowing participants to enter throughout the year, with a formal summer cohort offering a deeper immersion. The program engages 25-40 youth participants annually, primarily from high-need Nassau County communities, with room to expand as resources allow. Formal training typically runs for ~20 weeks, integrating the following three components:

1. **Technical Training (Weeks 1-10)** – Participants receive hands-on STEM instruction in high-demand fields such as computer hardware, 3D printing, robotics, renewable energy, graphic design, coding, and digital fabrication. Training includes facilitation techniques, classroom management, and engagement strategies to prepare participants for mentoring younger students.
2. **Mentorship Practicum (Weeks 11-20)** – Participants step into real classrooms as Assistant STEM Mentors, applying their technical skills while developing leadership and 21st-century skills. They guide small group activities, assist with lesson delivery, and serve as relatable role models to younger students.
3. **Ongoing Career & Leadership Development** – Throughout, participants attend workshops on workforce readiness, financial literacy, resume building, interview preparation, workplace professionalism, and more. Career exposure is facilitated via job-shadowing, and field trips with corporate and community partners.

Participants are paid hourly stipends for training, mentoring, and shadowing hours, reducing economic barriers and affirming their contributions. This payment structure directly addresses one of the main obstacles to youth engagement – lack of compensated opportunities. Participants are then offered opportunities to continue as official STEM Mentors in our STEM programs.

Performance Standards/Measures:

The STEmpower Scholars program is designed to address the specific educational and workforce readiness gaps facing youth in high-need Nassau County communities, while also contributing to the County's broader youth development goals. Annual **target objectives and expected outcomes** for participants include:

1. **Increase STEM Proficiency** – Achieve at least a 15% improvement in STEM knowledge among participants, measured by pre- and post-program assessments.
2. **Build STEM Identity** – Ensure at least 80% of participants report greater confidence in STEM fields and a stronger sense of belonging in STEM learning and career pathways.
3. **Enhance Workforce Readiness** – Ensure at least 85% of participants demonstrate improved 21st-century skills, including teamwork, communication, and self-management, by the end of the program cycle.
4. **Promote Career and Education Pathways** – Support at least 70% of participants in securing STEM-related jobs, internships, or enrollment in higher education programs aligned with their career interests.

Morrison Mentors uses both qualitative and quantitative data to refine programming, ensure accountability, and demonstrate impact to funders and stakeholders.

- **Quantitative Measures** – Pre- and post-assessments of technical skills; participant surveys measuring confidence, identity, and SEL growth; attendance and completion rates; number of mentorship hours delivered; job and education placement rates.
- **Qualitative Measures** – Testimonials from participants, parents, and instructors; reflective journals from participants; and partner feedback from job-shadowing and mentorship placements.

The New York State Network for Youth Success Quality Self-Assessment (QSA) tool will also be used to periodically evaluate program quality, strengthen alignment with PYD principles, and ensure that our collaborations deliver measurable, lasting outcomes. Approximately 2-3 elements will be reviewed annually. Fidelity checklists will also be used to ensure the program outputs are being delivered as planned

Technical and Capacity Building Instruction:

Use of contract funds:
The Contractor of funds exceeding $50,000 shall utilize a percentage of the contract amount to comply with the technical and capacity building requirement. Contractor shall utilize funds of not less than $1,000 and not greater than $2,000 of the total amount of the Contract. Contractor of funds totaling less than $50,000 shall receive receive an additional $1,000 for the strict purpose of complying with the Technical and Capacity Building Requirement.

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

Definitions:

As used in this Appendix EE the term **"Executive Director"** shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term **"Subcontract"** shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term **"Subcontractor"** shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

As used in this Appendix EE the term **"Best Efforts Checklist"** shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term **"County Contract"** shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term **"County Contractor"** means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor,

licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE **"Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises"** shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the

work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

Rule:

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

A. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

B. At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

C. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

D. The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

E. The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

F. Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

G. Contractors for projects under the supervision of the County's Department of Public

Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

H. At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

I. In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

J. Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

K. A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

L. The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

i) Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

ii) If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

iii) Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a

determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

M. The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:
   Doron Spleen (Name)
   250 Fulton Avenue, Suite M104, Hempstead, NY 11550 (Address)
   516-286-9014 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ (HAS) __X__ (HAS NOT) been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:
   _____
   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ (HAS) __X__ (HAS NOT) been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:
   _____
   _____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

May 30, 2026
Dated

Signature of Chief Executive Officer

Doron Spieler
Name of Chief Executive Officer

Sworn to before me this
30th day of May, 2026.

Vira Bangaru
Notary Public

VIRA BANGARU
Notary Public - State of New York
NO. 01BA0041214
Qualified in Queens County
My Commission Expires Sep 2, 2029

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Morrison Mentors Inc

2. Amount requiring NIFA approval: $150,000.00

Amount to be encumbered: $50,000.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 01/01/2026 to 12/31/2028

Has work or services on this contract commenced? Yes

If yes, please explain: CONTINUATION OF SERVICES

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

To expand STEmpower Scholars, which is a year-round Positive Youth Development (PYD) program designed to address these inequities by equipping youth ages 16-24 with technical skills, leadership capacity, and workforce readiness training, while embedding them in an intergenerational mentorship framework.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 07/22/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Doron Spleen [DSPLEEN@MMENTORS.ORG]

Dated: 07/14/2026 09:56:20 pm

Vendor: Morrison Mentors Inc

Title: Executive Director

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Brandon V. Ray
   Date of birth: 9-18-82
   Home address: 274 Randall Avenue
   City: Freeport State: NY Zip Code: 11520
   Business Address:
   City: State: Zip Code:
   Telephone:
   Other present address(es):
   City: State: Zip Code:
   Telephone: 516-770-1895
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board	X	Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
   YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, BRANDON V. RAY , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, BRANDON V. RAY , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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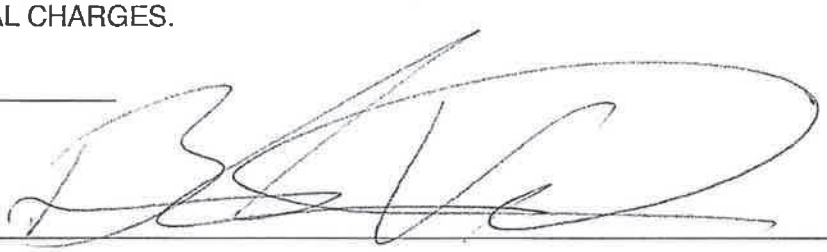
Morrison Mentors, Inc.
Name of submitting business

Signed and certified on the date indicated by:



Board Chairman
Title

6/20/26
Date

JURAT

State of New York
County of Nassau } ss.:

Subscribed and sworn to (or affirmed) before me this 20th day of June, 2026, by Brandon Ray, who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) who appeared before me.

Vira Bangaru
(Signature of Notary Public)

Vira Bangaru
(Print Name of Notary Public)
Notary Public, State of New York
Qualified in the County of Queens
Commission No. 01BA0041214
My Commission Expires: Sep. 2, 2029

VIRA BANGARU
Notary Public - State of New York
NO. 01BA0041214
Qualified in Queens County
My Commission Expires Sep 2, 2029

Provided by www.TheNotaryEducationGrp.com

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Doron Spleen
   Date of birth: 06/07/1983
   Home address: 103 Vermont Avenue
   City: Hempstead State/Province/Territory: NY Zip/Postal Code: 11550
   Country: US

   Business Address: 250 Fulton Avenue, Suite M104
   City: Hempstead State/Province/Territory: NY Zip/Postal Code: 11550
   Country US
   Telephone: 5162869014

   Other present address(es):
   City: State/Province/Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	01/12/2012	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	01/12/2012	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   I created and continue to sustain the organization with my own funds and intellectual property.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Doron Spleen , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Doron Spleen , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Morrison Mentors Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Doron Spleen DSPLEEN@MMENTORS.ORG

Executive Director

Title

07/14/2026 10:06:24 pm

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 07/14/2026

1) Proposer's Legal Name: Morrison Mentors, Inc.

2) Address of Place of Business: 250 Fulton Avenue, Suite M104

City: Hemsptead State/Province/ Territory: NY Zip/Postal Code: 11550

Country: US

Address: 103 Vermont Avenue

City: Hempstead State/Province/ Territory: NY Zip/Postal Code: 11550

Country: US

Start Date: 06/01/2018 End Date: 11/01/2022

Address: 250 Fulton Avenue, Suite M104

City: Hempstead State/Province/ Territory: NY Zip/Postal Code: 11550

Country: US

Start Date: 01/15/2023 End Date:

Address: 352 Fulton Avenue

City: Hempstead State/Province/ Territory: NY Zip/Postal Code: 11550

Country: US

Start Date: 11/01/2021 End Date: 01/15/2023

3) Mailing Address (if different):

City: _____ State/Province/ Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 080188596

5) Federal I.D. Number: 454581763

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory

agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:
a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Morrison Mentors is committed to conducting its work with honesty, transparency, and professionalism. We carefully review all new partnerships and projects to ensure there are no actual or potential conflicts of interest that could affect our ability to serve the County fairly and objectively. If any potential conflict were ever identified, we would promptly disclose it to the County and work collaboratively to resolve the matter in a manner that protects the integrity of the project. We are committed to maintaining open communication and acting in the best interests of the County and the communities we serve.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/12/2012

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Doron Spleen - Founder and CEO- 103 Vermont Avenue, Hempstead N.Y. 11550

iii) Name, address and position of all officers and directors of the company. If none, explain.

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

30

vi) Annual revenue of firm;

1100000

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

14

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Founder and Executive Director

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Hempstead Hispanic Civic Associates		
Contact Person	George Siberon		
Address	236 Main Street		
City	Hempstead	State/Province/Territory	NY
Country	US		
Telephone	(516) 292-0007		
Fax #			
E-Mail Address	hhca_gsiberon@optonline.net		

Company	Hempstead Union Free District		
Contact Person	James Clark		
Address	185 Peninsula Boulevard		
City	Hempstead	State/Province/Territory	NY
Country	US		
Telephone	(516) 434-4000		
Fax #			
E-Mail Address	jclark@hempsteadschools.org		

Company	Economic Opportunity Commission of Nassau County, Inc.		
Contact Person	Eric Poulson		
Address	134 Jackson Street		
City	Hempstead	State/Province/Territory	NY
Country	US		
Telephone	(516) 292-9710		
Fax #			
E-Mail Address	epoulson@eoc-nassau.org		

I, Doron Spleen , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Doron Spleen , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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Name of submitting business: Morrison Mentors Inc

Electronically signed and certified at the date and time indicated by:
Doron Spleen DSPLEEN@MMENTORS.ORG

Executive Director
Title

07/14/2026
Date

Conflict of Interest and Compensation Policy of Arthur Morrison Mentors, Inc. ("the Corporation")

Adopted by the Board of Directors on September 2nd, 2021

I. Overview

1. Purpose

The purpose of this Conflict of Interest and Compensation Policy (the "policy") is to protect the Corporation's interests when it is considering taking an action or entering into a transaction that might benefit the private interests of a director, officer or **key person**[1], result in the payment of excessive compensation to a director, officer or key person; or otherwise violate state and federal laws governing conflicts of interest applicable to nonprofit, charitable organizations.

2. Why is a policy necessary?

As a nonprofit, charitable organization, the Corporation is accountable to both government agencies and members of the public for responsible and proper use of its resources. Directors, officers and employees have a duty to act in the Corporation's best interests and may not use their positions for their own financial or personal benefit.

Conflicts of interest must be taken very seriously since they can damage the Corporation's reputation and expose both the Corporation and affiliated individuals to legal liability if not handled appropriately. Even the appearance of a conflict of interest should be avoided, as it could undermine public support for the Corporation.

3. To whom does the policy apply?

This policy applies to all directors, officers and key persons ("you")[2].

II. Identifying Conflicts of Interest

1. What is a conflict of interest?

A potential conflict of interest arises when a director, officer or key person, or that person's **relative**[3] or business (a) stands to gain a financial benefit from an action the Corporation takes or a transaction into which the Corporation enters; or (b) has another interest that impairs, or could be seen to impair, the independence or objectivity of the director, officer or key person in discharging their duties to the Corporation.

---

[1] **Key person** means a person, other than a director or officer, whether or not an employee of the Corporation, who:

a) has responsibilities, or exercises powers or influence over the Corporation as a whole similar to the responsibilities, powers, or influence of directors and officers;
b) manages the Corporation, or a segment of the Corporation that represents a substantial portion of the activities, assets, income, or expenses of the Corporation; or
c) alone or with others controls or determines a substantial portion of the Corporation's capital expenditures or operating budget.

[2] Organizations may choose to make the policy applicable to all of their employees, not just key persons.

[3] **Relative** means a person's spouse or domestic partner, ancestors, brothers and sisters (whether whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses or domestic partners of brothers, sisters, children, grandchildren and great-grandchildren.

2. **What are some examples of potential conflicts of interest?**
   It is impossible to list all the possible circumstances that could present conflicts of interest. Potential conflicts of interest include situations in which a director, officer or key person or that person's relative or business:
   - has an ownership or investment interest in any third party that the Corporation deals with or is considering dealing with;
   - serves on the board of, participates in the management of, or is otherwise employed by or volunteers with any third party that the Corporation deals with or is considering dealing with;
   - receives or may receive compensation or other benefits in connection with a transaction into which the Corporation enters;
   - receives or may receive personal gifts or loans from third parties dealing with the Corporation;
   - serves on the board of directors of another nonprofit organization that is competing with the Corporation for a grant or contract;
   - has a close personal or business relationship with a participant in a transaction being considered by the Corporation;
   - would like to pursue a transaction being considered by the Corporation for their personal benefit.

3. In situations where you are uncertain, err on the side of caution and disclose the potential conflict as set forth in Section III of this policy.

4. **A potential conflict is not necessarily a conflict of interest**. A person has a conflict of interest only if the audit committee decides, pursuant to Section IV of this policy, that a conflict of interest exists.[4]

III. Disclosing Potential Conflicts of Interest

1. You must disclose to the best of your knowledge all potential conflicts of interest as soon as you become aware of them and always before any actions involving the potential conflict are taken. Submit a signed, written statement disclosing all the material facts to the audit committee.

2. You must file an annual disclosure statement in the form attached to this policy. **If you are a director**, you must also file this statement prior to your initial election. Submit the form to the chair of the audit committee.

IV. Determining Whether a Conflict of Interest Exists[5]

[4] Alternatively, the policy could provide for disclosure (1) to the board of directors, in which case, the board would decide both whether there is a conflict and how to handle the conflict; or (2) to a different board committee.

[5] Alternatively, the policy could provide for disclosure (1) to the board of directors, in which case, the board would decide both whether there is a conflict and how to handle the conflict; or (2) to a different board committee.

1. After there has been disclosure of a potential conflict and after gathering any relevant information from the concerned director, officer or key person, the audit committee shall determine whether there is a conflict of interest. The director, officer or key person shall not be present for deliberation or vote on the matter and must not attempt to influence improperly the determination of whether a conflict of interest exists.

2. In determining whether a conflict of interest exists, the audit committee shall consider whether the potential conflict of interest would cause a transaction entered into by the Corporation to raise questions of bias, inappropriate use of the Corporation's assets, or any other impropriety.

3. A conflict always exists in the case of a **related party transaction –** a transaction, agreement or other arrangement in which a **related party**[6] has a financial interest and in which the Corporation or any affiliate of the Corporation is a participant.[7]

4. If the audit committee determines that there is a conflict of interest, it shall refer the matter to the board of directors ("board").

V. Procedures for Addressing a Conflict of Interest

1. When a matter involving a conflict of interest comes before the board, the board may seek information from the director, officer or key person with the conflict prior to beginning deliberation and reaching a decision on the matter. However, a conflicted person shall not be present during the discussion or vote on the matter and must not attempt to influence improperly the deliberation or vote.

2. **Additional Procedures for Addressing Related Party Transactions**
   a. The Corporation may not enter into a related party transaction unless, after good faith disclosure of the material facts by the director, officer or key person, the board or a committee authorized by the board determines that the transaction is fair, reasonable and in the Corporation's best interest at the time of such determination.

   b. If the related party has a substantial financial interest, the board or authorized committee shall:

---

[6] A **related party** is:
1. a director, officer or key person of the Corporation or any affiliate of the Corporation, or
2. a relative of any individual described in (1), or
3. an entity in which any individual described in (1) or (2) has an ownership or beneficial interest of 35% or more, or in the case of a partnership or professional Corporation, a direct or indirect ownership interest in excess of 5%.

[7] A transaction is not a related party transaction if:
1. the transaction, or the related party's financial interest in the transaction, is *de minimis*;
2. the transaction would not customarily be reviewed by the board or the boards of similar organizations in the ordinary course of business and is available to others on the same or similar terms;
3. the transaction constitutes a benefit provided to a related party solely as a member of a class of the beneficiaries that the Corporation intends to benefit as part of the accomplishment of its mission (and that benefit is available to all similarly situated members of the same class on the same terms).

i. prior to entering into the transaction, consider alternative transactions to the extent available;

ii. approve the transaction by a vote of not less than a majority of the directors present at the meeting; and

iii. contemporaneously document in writing the basis for its approval, including its consideration of any alternative transactions.

VI. Minutes and Documentation

The minutes of any board meeting at which a matter involving a conflict of interest or potential conflict of interest was discussed or voted upon shall include:

a. the name of the interested party and the nature of the interest;

b. the decision as to whether the interest presented a conflict of interest;

c. any alternatives to a proposed contract or transaction considered by the board; and

d. if the transaction was approved, the basis for the approval.

VII. Prohibited Acts

The Corporation shall not make a loan to any director or officer.

VIII. Procedures for Determining Compensation

1. No person shall be present for or participate in board or committee discussion or vote pertaining to:

a. their own compensation;

b. the compensation of their relative;

c. the compensation of any person who is in a position to direct or control them in an employment relationship;

d. the compensation of any person who is in a position to directly affect their financial interests; or

e. any other compensation decision from which the person stands to benefit.

2. In the case of compensation of Key Persons, the following additional procedures apply:

a. The board or a committee authorized by the board shall approve compensation before it is paid.

b. The board or authorized committee shall base approval of compensation on appropriate data, including compensation paid by comparable organizations (three are sufficient if the Corporation's income is less than $1,000,000) for functionally similar positions, availability of

similar services in the geographic area of the Corporation, and compensation surveys compiled by independent firms.

c. The board or authorized committee shall contemporaneously document:

i. the terms of compensation and date of determination;

ii. the members of the board or committee who were present and those who voted for it;

iii. the comparability data relied on and how it was obtained;

iv if the compensation is higher or lower than the range of comparable data, the basis for the determination, and;

v. any actions with respect to consideration of the compensation by anyone on the board or committee who had a conflict of interest with respect to the matter.

Arthur Morrison Mentors, Inc.

Conflict of Interest Disclosure Statement

By signing below, I affirm that:

1. I have received and read a copy of the Conflict of Interest and Compensation Policy;
2. I agree to comply with the policy;
3. I have no actual or potential conflicts as defined by the policy or if I have, I have previously disclosed them as required by the policy or am disclosing them below.

Disclose here, to the best of your knowledge:

1. any entity in which you participate (as a director, officer, employee, owner, or member) with which the Corporation has a relationship;
2. any transaction in which the Corporation is a participant as to which you might have a conflicting interest; and
3. any other situation which may pose a conflict of interest.

Name:

Position:

Signature:

Date:

MORRISON MENTORS

Board of Directors

NAME & CONTACT INFORMATION	CURRENT AFFILIATION	BOARD POSITION
Brandon V. Ray 274 Randall Avenue, Freeport, NY 11520 brandonvray@gmail.com	Director of D&I Partnerships Charter Communications	Chairman
Dominique Miller 59 Nassau Parkway, Hempstead, NY 11550 dominique.f.miller@gmail.com	Psychiatric Social Worker Visiting Nurse Services of New York	Member
Sheila Duke 1276 Dekoven St, Rockville Centre, NY 11570 sheilajduke@outlook.com	Executive Director Roads to Success	Member
Omari Holtz 792 Southard St, Baldwin, NY 11510 omariholtz@microsoft.com	Cloud Solutions Architect Microsoft	Member

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Morrison Mentors, Inc.

Address: 103 Vermont Avenue

City: Hempstead State/Province/Territory: NY Zip/Postal Code: 11550

Country: US

2. Entity's Vendor Identification Number: 454581763

3. Type of Business: Public Corp (specify) _____

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

None. I am the sole owner and shareholder of the business.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

None.

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Doron Spleen [DSPLEEN@MMENTORS.ORG]

Dated: 07/14/2026 10:07:07 pm

Title: Executive Director

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

MORRISON MENTORS

Board of Directors

NAME & CONTACT INFORMATION	CURRENT AFFILIATION	BOARD POSITION
Brandon V. Ray 274 Randall Avenue, Freeport, NY 11520 brandonvray@gmail.com	Director of D&I Partnerships Charter Communications	Chairman
Dominique Miller 59 Nassau Parkway, Hempstead, NY 11550 dominique.f.miller@gmail.com	Psychiatric Social Worker Visiting Nurse Services of New York	Member
Sheila Duke 1276 Dekoven St, Rockville Centre, NY 11570 sheilajduke@outlook.com	Executive Director Roads to Success	Member
Omari Holtz 792 Southard St, Baldwin, NY 11510 omariholtz@microsoft.com	Cloud Solutions Architect Microsoft	Member

Nassau County Human Services
Universal Budget Form

Face Sheet

Please complete the following information about this contract:

To Be Completed By The Contract Vendor:

Contractor Name: MORRISON MENTORS, INC.

Program Name: STEmpower Scholars

To Start Working on Your Budget Click Here

The Section Below Will Be Completed By the Human Service Department You Are Contracting With:

Contract #	CQHS26000064
Contract Period Start: (MM/DD/YY)	01/01/26
End: (MM/DD/YY)	12/31/26
	Enter Whole # Only
State Reimbursement %	
Federal Reimbursement %	

HS Only: Click Here To See The Fiscal Summary

To Start Working on Your Budget Click Here

Nassau County Human Services
Universal Budget Form

Return to Face Sheet

Contract # CQHS26000064

Contract Name: MORRISON MENTORS, INC.

Program Name: STEmpower Scholars

Select Line To Work On Here

Budget Summary

	Line #	Expense type	Total $
Work on Salary and Fringe	1a	Salary	$44,000
	1b	Fringe	$0
	1 Total	Personnel (Salary plus Fringe)	$44,000
Work on Line 2	2	Consultant(s)	$0
Work on Line 3	3	Travel / Per Diem / Transportation	$0
Work on Line 4	4	Equipment	$0
Work on Line 5	5	Supplies	$0
Work on Line 6	6	Contractual Services	$0
Work on Line 7	7a	Rent	$6,000
	7b	Utilities	$0
Work on Line 8	8	Department Specific Costs	$0
Work on Line 9	9	Other Costs	$0
Work on Line 10	10	Administrative Overhead	$0
		Gross Expenditures (Lines 1 – 10)	$50,000
Work on Line 11	11	Revenue, Income, Agency Contribution, Matches	$0
		Net Budget Total (Lines 1 – 10 minus line 11)	$50,000
Agency Contribution		Agency Contribution	$0
		Net Contract Total (Net Budget Total minus Agency Contribution)	$50,000

Return to Face Sheet

Administrative Approval of Universal Budget Form:

Department Head Approval

Fiscal Approval

Program Head Approval

Universal Budget Form
Nassau County Human Services

Line 1 - Personnel

Return to Summary Page

Cost of salaries and/or wages of personnel assigned to the project

Staff Title/Name	# of Staff	Explanation/Description of Function/Expense	FTE	Salary $	Fringe $	Total $
				-------- Contract Amount Only -------		
Executive Director - Doron Spleen	1	Provides strategic leadership, fiscal oversight and program reporting	0.10	$12,000		$12,000
Program Coordinator - Dayanara Pineda	1	Manages daily operations and participant coordination	1.00	$10,500		$10,500
Senior STEM Instructor - Marquis Belizairo	1	Oversees instruction and mentors STEM staff	0.25	$10,500		$10,500
Program Associate - Ian Sebbowa	1	Supports registration, program logistics, and data tracking	0.40	$11,000		$11,000
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
Line 1 Total		n/a	n/a	$44,000	$0	$44,000

Notes:

1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the project.
2. For each position, provide the: job title; name, if known; time commitment to the project as a full-time equivalent; annual salary; and/or hourly wage rate. If salary other than 100% of FTE note salary amount in description
3. All Direct Personnel Costs or Allocations are to be included in this section, not in Other.
4. Hourly Workers: Note hourly wage and number of hours worked in comments. Salary = Wage x Hours.
5. Fringe may be allocated or reported as a lump sum. Check with the department.
6. For FTE: Enter in the whole number if FTE represents the number of people (e.g., 3.5 staff). Enter a decimal if FTE represents a percentage of a person's salary and fringe (e.g., .5 for 50% of salary and fringe).

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Universal Budget Form
Nassau County Human Services

Line 2 - Consultants ***Return to Summary Page***

Costs of professional consultant services provided by persons who are members of a particular profession or possess a special skill, and who are not employees of the contractor. Excludes Line 2 Personnel Costs and Line 9 Other Costs

Expense type: Consultant(s)	#	Explanation - Description of Expense	FTE	Total $
Line 2 Total		n/a		$0

Note(s): ***Return to Summary Page***

1. For each position, provide the: job title; name, if known; time commitment to the project as a percentage of a full-time equivalent; annual salary; and/or hourly wage rate. For hourly wage rate position provide annual hours to
2. Consultants must either provide a direct client service (e.g., case manager) or support a direct client service (e.g., file clerk).
3. For FTE: Enter in the whole number if FTE represents the number of people (e.g., 3.5 staff). Enter a decimal if FTE represents a percentage of a person's salary and fringe (e.g., .5 for 50% of salary and fringe).

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Return to Summary Page

Line 3 - Travel / Per diem / Transportation

Expense type: Travel / Per Diem	Explanation - Description of Expense	Total $
Line 3 Total	n/a	$0

Note(s): *Return to Summary Page*

1. Costs of transportation, mileage allowance, lodging, subsistence, and related items incurred by contractor staff on project-related travel, and client transportation. This expense type does not include consultant travel costs.
2. Aggregate separately for staff and client expenses.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 4 - Equipment *Return to Summary Page*

Costs of all nonexpendable, tangible personal property.

Expense type: Equipment Rental	Explanation - Description of Expense	Total $

Note(s): *Return to Summary Page*

1. Rental costs of all nonexpendable, tangible personal property. Includes rental costs of furniture and office equipment such as printers, copy machines, computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total rental cost.

Expense type: Equipment Purchase	Explanation - Description of Expense	Total $

Note(s): *Return to Summary Page*

1. Purchase costs of all nonexpendable, tangible personal property. Includes purchase costs of furniture and office equipment such as printers, copy machines, desktop computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total purchase cost.
2. Some smaller equipment purchases may be recorded as supplies (e.g., fax machines, etc). Check with the Department.

Line 4 Total	n/a	$0

Note(s): *Return to Summary Page*

1. Total the cost of equipment purchases and rentals.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 5 - Supplies *Return to Summary Page*

Cost of supplies

Expense type: Supplies	Explanation - Description of Expense	Total $
Line 5 Total	n/a	$0

Return to Summary Page

Note(s):

1. Costs of all tangible personal property other than that included under the Equipment expense type. Includes supplies and materials used on a regular, daily basis to directly support the delivery of the project. Specify general categories of supplies and their costs. Show computations and provide other information that supports the amount requested.
2. Supplies can include some types of small equipment (e.g., fax machine). Please consult with the department regarding equipment that can be recorded as a supply.

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Universal Budget Form
Nassau County Human Services

Line 6 - Contractual Services *Return to Summary Page*

Costs of indirect services acquired by the contractor under a separate contract or subcontract.

Expense type: Contractual Services	Explanation - Description of Expense	Total $
Line 6 Total	n/a	$0

Return to Summary Page

Note(s):

1. Costs of indirect services acquired by the contractor under a separate contract or subcontract.
2. Costs of all contracts for indirect services and goods except for those that belong under other expense types such as equipment, supplies, etc. Provide computations, a narrative description and a justification for each contract under this expens
3. Indirect services include contract consultants providing services such as computer support, payroll, accounts, legal, etc.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 7 a - Rent ***Return to Summary Page***

Cost related to rent and utilities associated with provide direct client services.

Expense type: Misc./Other Costs	**Explanation - Description of Expense**	**Total $**
Program Space Rental	Supports facility rental costs for program instruction, training sessions, and preparation for mentorship activities	$6,000
Line 7 Total	n/a	$6,000

Return to Summary Page

Note(s):

1. Costs of all rent and utility expenses used to directly support the delivery of the project. Specify physical address in the description.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 7 b- Utilities *Return to Summary Page*

Cost related to rent and utilities associated with provide direct client services.

Expense type: Misc./Other Costs	Explanation - Description of Expense	Total $
Line 7 Total	n/a	$0

Return to Summary Page

Note(s):

1. Costs of all rent and utility expenses used to directly support the delivery of the project. Specify physical address in the description.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 8 - Department Specific Costs

Please itemize all expenses *Return to Summary Page*

Expense type: Dept. Specific Costs	Explanation - Description of Expense	Total $
Line 8 Total	n/a	$0

Return to Summary Page

Note(s):

1. List any department specific cost or expense that cannot be listed on any other budget line. Provide computations (where appropriate), a narrative description and a justification for each cost under this expense type.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 9 - Misc./Other Costs *Return to Summary Page*

Please itemize all expenses

Expense type: Misc./Other Costs	**Explanation - Description of Expense**	**Total $**
Line 9 Total	n/a	$0

Return to Summary Page

Note(s):

1. Such costs may include but are not limited to: printing and publication, training, conferences and other costs. Provide computations, a narrative description and a justification for each cost under this expense type.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 10 - Administrative Overhead ***Return to Summary Page***

Administrative Overhead costs

-------- Contract Amount Only -------

Expense type: Administrative Overhead	Explanation - Description of Expense	Salary $	Fringe $	Total $
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
Line 10 Total	n/a	$0	$0	$0

Return to Summary Page

Note(s):

1. Includes total administrative and overhead costs indirectly associated with the project but attributable to the overall operation of the contractor such as: costs for the overall direction of the contractor's organization; central executive functions that do not directly support the specific project; costs for general record keeping, budgeting, fiscal management, accounting, personnel and procurement; etc. Provide total administrative / overhead costs as a percentage of total Personnel and Fringe costs.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 11 - Revenue

Please itemize all revenue, income, agency contribution, and matches, if any, expected to be generated from this project.

Return to Summary Page

Revenue type: Income/Matches	Explanation - Description of Revenue	Total $
Line 11 Total	n/a	$0

Return to Summary Page

Note(s):

1. Describe the nature, source and anticipated use of project revenue, income, agency contribution, and matches, if any. Provide computations, a narrative description and a justification for each category.

Return to Summary Page

Agency Contribution

List any agency contributions that are not part of Revenue in Line 11.

Return to Summary Page

Agency Contribution		Total $
Agency Contribution Total	n/a	$0

Note(s):

1. Describe any agency contributions not accounted for in line 11. This is a Department specific item and does not apply to all contracts. Check with your Department.

Return to Summary Page

Nassau County Human Services
Universal Budget Form

Fiscal Summary

Return to Face Sheet

Contract #	0
Contract Period Start:	
End:	01/00/00
Contractor Name:	MORRISON MENTORS, INC.
Program Name:	STEmpower Scholars

Expense type	Total $
Personnel (Salary plus Fringe)	$42,500
OTPS	$7,500
Administrative Overhead	$0
Gross Expenditures (Lines 1 – 10)	$50,000
Revenue, Income, Agency Contribution, Matches	$0
Net Budget Total (Lines 1 – 10 minus line 11)	$50,000
Agency Contribution	$0
Net Contract Total (Net Budget Total minus Agency Contribution)	$50,000

Return to Face Sheet

Source	Total $	Percentage
State	$-	0
Federal	$-	0
Sub Total – State/Fed	$0	0
Local	$-	100
Total	$0	100

Return to Face Sheet

Nassau County Human Services
Universal Budget Form

Fiscal Summary

Return to Face Sheet

Contract #	CQHS26000064
Contract Period Start:	01/01/26
End:	12/31/26
Contractor Name:	MORRISON MENTORS, INC.
Program Name:	STEmpower Scholars

Expense type	Total $
Personnel (Salary plus Fringe)	$42,500
OTPS	$7,500
Administrative Overhead	$0
Gross Expenditures (Lines 1 – 10)	$50,000
Revenue, Income, Agency Contribution, Matches	$0
Net Budget Total (Lines 1 – 10 minus line 11)	$50,000
Agency Contribution	$0
Net Contract Total (Net Budget Total minus Agency Contribution)	$50,000

Return to Face Sheet

Source	Total $	Percentage
State	$-	0
Federal	$-	0
Sub Total – State/Fed	$0	0
Local	$-	100
Total	$0	100

Return to Face Sheet

BRUCE A. BLAKEMAN
COUNTY EXECUTIVE

JILL D. NEVIN
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES

60 Charles Lindbergh Boulevard Uniondale, New York 11553-3687
Phone: (516) 227-8930 Fax: (516) 227-8971

TO: Robert Cleary, Chief Procurement and Compliance Officer, Nassau County

FROM: Seema Zaki, Accounting System Specialist, Department of Human Services

DATE: June 23, 2026

SUBJECT: Delay Memo for Morrison Mentors -CQHS26000064

The 2026 Contract was sent to the Agency on 05/26/26 after approval of the RFP by the County.

Contract period is from 01/01/26-12/31/26.

Boar Chairs's PQ was received on 06/22/26. The 2026 package was uploaded to ECRS when the required documents were compiled.

If you have any questions, please reach out to me at (516) 227- 7003.

Thank you,

Seema Zaki

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SALERNO BROKERAGE CORPORATION 117 Oak Drive Syosset NY 11791	CONTACT NAME: Luciana Conte PHONE (A/C, No, Ext): (516) 364-4044 FAX (A/C, No): (516) 364-5901 E-MAIL ADDRESS: lconte@salernoins.com
INSURED Morrison Mentors, Inc. 250 Fulton Avenue Hempstead NY 11575	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Mount Vernon Fire Insurance Company 26522 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 26-27 master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: Professional Liability			NPP2577577E	04/16/2026	04/16/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $3,000,000 aggregate	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ INCLUDED $ 1,000,000 ea incid
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	SEXUAL ABUSE & MOLESTATION			NPP2577577E	04/16/2026	04/16/2027	AGGREGATE OCCURRENCE	200,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Nassau County Department of Human Services as additional insured as per written contract or agreement

CERTIFICATE HOLDER

Nassau County Department of Human Services Office of Youth
60 Charles Lindbergh Boulevard
Suite 220
Uniondale NY 11553

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Luciana Conte

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
MORRISON MENTORS INC.
250 Fulton Avenue, Suite M104
HEMPSTEAD, NY 11550

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
516-286-9014

1c. Federal Employer Identification Number of Insured or Social Security Number
454581763

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Nassau County Department of Human Services
60 Charles Lindburgh Boluevard, NE 2, Suite 200
Uniondale, NY 11553

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL548252

3c. Policy effective period
01/01/2026 to 12/31/2026

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 5/30/2026 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Wade Harrison, President

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12-21)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/ or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

July 15, 2026

County of Nassau
1550 FRANKLIN AVE
MINEOLA NY 11501-4801

Account Information:

Policy Holder Details :	**Morrison Mentors INC**

Contact Us

Need Help?
Chat online or call us at
(866) 467-8730.
We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

NEW YORK STATE | **Workers' Compensation Board**

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (use street address only) MORRISON MENTORS INC 250 FULTON AVE STE M104 HEMPSTEAD NY 11550-3918 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (516) 286-9014 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 45-4581763
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Nassau 1550 FRANKLIN AVE MINEOLA NY 11501-4801	3a. Name of Insurance Carrier Hartford Casualty Insurance Company 29424 3b. Policy Number of Entity Listed in Box "1a": 76 WEG BF6FF2 3c. Policy effective period: 05/17/2026 to 05/17/2027 3d. The Proprietor, Partners or Executive Officers are ☐ Included. (Only check box if all partners/officers included) ☒ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Worker's Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Jessica Rolley
(print name of authorized representative or licensed agent of insurance carrier)

Approved by: Jessica Rolley 07/15/2026
(Signature) (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (877) 287-1312

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Certified: --

E-100-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE AUGUST 28, 2026 12:55 PM

NIFS ID: CQTS26000007

Capital:

Contract ID #: **CQTS26000007**

NIFS Entry Date: **06/30/2026**

DPW Contract Number: **CQTS26000007**

Department: Public Works

Service: **Stop DWI 2026-2030 Enforcement**

Term: from **01/01/2026** to **12/31/2030**

Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid: **X**
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**Yes**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**No**

Vendor/Municipality Info:	
Name: **Inc. Village of Hempstead**	ID#:**116000842**
Main Address: **99 James A Garner Way Hempstead, NY 11550**	
Main Contact: **Larry Lutz**	
Main Phone: **(516) 478-6287**	

Department:
Contact Name: **Joseph Cuomo**
Address: **1194 Prospect Ave. Westbury, NY 11590**
Phone: **(516) 571-9489**
Email: **jcuomo@nassaucountyny.gov,gmonti2@nassaucountyny.gov**

Contract Summary

Purpose: The purpose of the contract is to provide funding for police enforcement of STOP DWI laws in an effort to reduce crashes and roadway injuries and fatalities caused by DWI.

Procurement History: The county has a history of cooperating with the village and city municipalities to engage in highway safety programs. The county contracts with the municipality. All proposed expenditures are made according to the STOP-DWI Annual Plan that is approved by the Commissioner of the Department of Motor Vehicles. Each contract contains a line item program budget and proposed expenditures are made in accordance with that budget plan which is approved by both the county and the municipality. All expenses are 100% reimbursable.

Description of General Provisions: The contract will provide for police overtime enforcement for DWI enforcement, and equipment and/or training that may improve the county's enforcement efforts in the DWI /DWAI detection and arrest processing areas.

Impact on Funding / Price Analysis: Funds are 100% reimbursable and no county match is required. The maximum amount is $125,000 for a 5 year term. Initial encumbrance is $25,000.00

Change in Contract from Prior Procurement: N/A

Method of Source Selection:

☑ Pursuant to Executive Order No. 1 of 1993 as amended, the department head explains why the department obtained only one proposal as follows: Vendor was selected through a State STOP DWI Program grant. This grant allocates funding to Police Departments in Nassau County as listed in an Annual STOP DWI Plan, submitted, and approved by the New York State Governor's Traffic Safety Committee

☑ Contractor's selection dictated by the terms of a federal or New York State grant, by legislation, or by a court order (Include relevant documents)

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GRT	NA	NA	DE	TSGRT8100OTH	DE500	TSGRT8100OTH DE500	01	$25,000.00
Grant Number		TS81						
Grant Detail		26						
						TOTAL		**$25,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$25,000.00
Capital	$0.00
Other	$0.00
Total	**$25,000.00**

Routing Slip

Department			
NIFS Entry	Guy Monti	06/30/2026 07:50AM	Approved
NIFS Final Approval	Siju Sebastian	07/02/2026 06:51PM	Approved
Final Approval	Siju Sebastian	07/02/2026 06:51PM	Approved
County Attorney			
Approval as to Form	Kemely Weiss	07/10/2026 02:20PM	Approved
RE & Insurance Verification	Kemely Weiss	07/10/2026 02:20PM	Approved
NIFS Approval	Mary Nori	07/16/2026 03:43PM	Approved
Final Approval	Mary Nori	07/16/2026 03:43PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	07/03/2026 09:19AM	Approved
NIFA Approval	Irfan Qureshi	07/03/2026 02:33PM	Approved
Final Approval	Irfan Qureshi	07/03/2026 02:33PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	07/17/2026 12:16PM	Approved
DCE Compliance Approval	Robert Cleary	07/20/2026 12:21PM	Approved
Vertical DCE Approval	Arthur Walsh	08/28/2026 12:19PM	Approved
Final Approval	Arthur Walsh	08/28/2026 12:19PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	08/28/2026 12:51PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending

Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND THE VILLAGE OF HEMPSTEAD.

WHEREAS, the County has negotiated a personal services agreement with the Village of Hempstead, to provide enforcement of STOP DWI laws, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with the Village of Hempstead.

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Traffic Safety Board, Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) The Village of Hempstead, having its principal office at 99 James A. Garner Way, Hempstead, New York 11550 (the "Contractor").

WITNESSETH:

WHEREAS, the County has received an award of funds from the New York State Governor's Traffic Safety Committee to be utilized for the increased enforcement of impaired driving laws; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2026 and terminate on December 31, 2030, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of increased police enforcement of the provisions of Section 1192 of the New York Vehicle and Traffic Law ("Section 1192"), which prohibit the operation of a motor vehicle while under the influence of alcohol or drugs, including aggravated Driving While Intoxicated ("DWI") and a zero tolerance provision for impaired motor vehicle operators under the age of twenty-one (21) (the "Services").

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Twenty Five Thousand Dollars ($25,000.00) per Agreement year, for a total sum of One Hundred Twenty Five Thousand Dollars ($125,000.00) (the "Maximum Amount"). The Maximum Amount shall be used solely for police officer salaries respecting the enforcement of Section 1192.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate

payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's disclosure form(s), if applicable, any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of

Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification: Defense: Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability: Deductibles: Subcontractors. All insurance obtained and maintained by the

Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the

Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non

conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been

executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

The Incorporated Village of Hempstead

By: Waylyn Hobbs

Name: WAYLYN HOBBS JR.

Title: Mayor

Date: 02/18/26.

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

□ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 18 day of FEBRUARY in the year 2026 before me personally came WAYLYN HOBBS JR. to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the MAYOR of THE VILLAGE OF HEMPSTEAD, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Patricia Perez

NOTARY PUBLIC

Patricia Perez
Notary Public, State of New York
Lic. #01PE6251022
Qualified in Nassau County
My Commission Expires Jan 02, 2028

Waylyn Hobbs

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Richard Holland (Name)

99 James A. Garner Way Hempstead, N.Y. 11550 (Address)

516-478-6309 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

3/5/26
Dated

Signature of Chief Executive Officer

Richard Holland
Name of Chief Executive Officer

Sworn to before me this
5th day of MARCH, 2026

Notary Public

ALAMZEB K. AMIN
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Nassau County
01AM6352804
MY COMMISSION EXPIRES 01/03/2029

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Incorporated Village of Hempstead

Address: 99 James A Garner Way

City: HEMPSTEAD State/Province/Territory: NY Zip/Postal Code: 11550

Country: US

2. Entity's Vendor Identification Number: 11-6000842

3. Type of Business: Other (specify) Government Municipality

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Waylyn Hobbs, Jr. - Mayor, Jeffery Daniels - Deputy Mayor, Noah Burroughs, Tanya L. Carter, William R. Whitaker II - Trustees. These are our Board of Directors. Why I cannot add them to #4, I do not know.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
LARRY LUTZ [LLUTZ@VILLAGEOFHEMPSTEADNY.GOV]

Dated: 05/07/2026 11:18:07 am

Title: Purchasing Agent

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Village of Hempstead Board of Trustees

Mayor Waylyn Hobbs, Jr.	99 James A Garner Way, Hempstead, NY 11550
Deputy Mayor Jeffery Daniels	99 James A Garner Way, Hempstead, NY 11550
Trustee Noah Burroughs	99 James A Garner Way, Hempstead, NY 11550
Trustee Tanya L. Carter	99 James A Garner Way, Hempstead, NY 11550
Trustee William R. Whitaker, II	99 James A Garner Way, Hempstead, NY 11550

BRUCE BLAKEMAN
COUNTY EXECUTIVE

Vacant
CHAIRMAN

Vacant
FIRST VICE CHAIRMAN

Vacant
SECOND VICE CHAIRMAN

Vacant
SECRETARY

COUNTY OF NASSAU
TRAFFIC SAFETY BOARD
1194 Prospect Avenue
Westbury, New York 11590
516-571-7021
FAX: 516-571-6874

TO: Robert Cleary
Director of Procurement Compliance

FROM: Joseph Cuomo
Planner II, Nassau County Department of Public Works

SUBJECT: Village of Hempstead, CQTS26000007
STOP DWI/Traffic Safety Contract

The contact was delayed due to delays in receiving approval for appropriation and late receival of the signed contract document.

Certified: --

E-101-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE AUGUST 28, 2026 12:57 PM

NIFS ID: CQTS26000006

Capital:

Contract ID #: **CQTS26000006**

NIFS Entry Date: **06/30/2026**

DPW Contract Number: **CQTS26000006**

Department: Public Works

Service: **Stop DWI 2026-2030 Enforcement**

Term: from **01/01/2026** to **12/31/2030**

Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid: **X**
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**Yes**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**No**

Vendor/Municipality Info:	
Name: **Village of Freeport**	ID#:**116002111**
Main Address: **11 Richmond Street Freeport, NY 11520** Contract Specific Address: **46 N. Ocean Avenue Freeport, NY 11520**	
Main Contact: **Jeanne Jordan**	
Main Phone:	

Department:
Contact Name: **Joseph Cuomo**
Address: **1194 Prospect Ave. Westbury, NY 11590**
Phone: **(516) 571-9489**
Email: **jcuomo@nassaucountyny.gov,gmonti2@nassaucountyny.gov**

Contract Summary

Purpose: The purpose of the contract is to provide fundinhttps://apex5.nassaucountyny.gov/ords/f?p=449:2:716083012856:::2:P2_ID,P2_CANCEL_PAGE:2968491631140269879562,7&cs=1_qmPKLO2uLkiu52eIMrSBMnazCJUKQganepHUs_PatIo5n8ZIn3zYRvVFO_q5Qw0YZmGWY_euEyrJcY53tv3eA#R2909103248729570497g for police enforcement of STOP DWI laws in an effort to reduce crashes and roadway injuries and fatalities caused by DWI.

Procurement History: The county has a history of cooperating with the village and city municipalities to engage in highway safety programs. The county contracts with the municipality. All proposed expenditures are made according to the STOP-DWI Annual Plan that is approved by the Commissioner of the Department of Motor Vehicles. Each contract contains a line item program budget and proposed expenditures are made in accordance with that budget plan which is approved by both the county and the municipality. All expenses are 100% reimbursable.

Description of General Provisions: The contract will provide for police overtime enforcement for DWI enforcement, and

equipment and/or training that may improve the county's enforcement efforts in the DWI /DWAI detection and arrest processing areas.

Impact on Funding / Price Analysis: Funds are 100% reimbursable and no county match is required. The maximum amount is $75,000 for a 5 year term. Initial encumbrance is $15,000.00

Change in Contract from Prior Procurement: N/A

Method of Source Selection:

☑ Pursuant to Executive Order No. 1 of 1993 as amended, the department head explains why the department obtained only one proposal as follows: Vendor was selected through a State STOP DWI Program grant. This grant allocates funding to Police Departments in Nassau County as listed in an Annual STOP DWI Plan, submitted, and approved by the New York State Governor's Traffic Safety Committee

☑ Contractor's selection dictated by the terms of a federal or New York State grant, by legislation, or by a court order (Include relevant documents)

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GRT	NA	NA	DE	TSGRT8100OTH	DE500	TSGRT8100OTH DE500	01	$15,000.00
Grant Number		TS81						
Grant Detail		26						
						TOTAL		**$15,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$15,000.00
Capital	$0.00
Other	$0.00
Total	**$15,000.00**

Routing Slip

Department			
NIFS Entry	Guy Monti	06/30/2026 07:48AM	Approved
NIFS Final Approval	Siju Sebastian	07/02/2026 06:50PM	Approved
Final Approval	Siju Sebastian	07/02/2026 06:50PM	Approved
County Attorney			
Approval as to Form	Kemely Weiss	07/10/2026 02:18PM	Approved
RE & Insurance Verification	Kemely Weiss	07/10/2026 02:18PM	Approved
NIFS Approval	Mary Nori	07/16/2026 03:45PM	Approved
Final Approval	Mary Nori	07/16/2026 03:45PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	07/03/2026 09:19AM	Approved
NIFA Approval	Irfan Qureshi	07/03/2026 02:34PM	Approved
Final Approval	Irfan Qureshi	07/03/2026 02:34PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	07/17/2026 12:15PM	Approved
DCE Compliance Approval	Robert Cleary	07/20/2026 12:19PM	Approved
Vertical DCE Approval	Arthur Walsh	08/28/2026 12:19PM	Approved
Final Approval	Arthur Walsh	08/28/2026 12:19PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	08/28/2026 12:53PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending

Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND THE VILLAGE OF FREEPORT.

WHEREAS, the County has negotiated a personal services agreement with the Village of Freeport, to provide enforcement of STOP DWI laws, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with the Village of Freeport.

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Traffic Safety Board, Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) The Village of Freeport, having its principal office at 46 North Ocean Avenue, Freeport, New York 11520 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County has received an award of funds from the New York State Governor's Traffic Safety Committee to be utilized for the increased enforcement of impaired driving laws; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2026 and terminate on December 31, 2030, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of increased police enforcement of the provisions of Section 1192 of the New York Vehicle and Traffic Law ("Section 1192"), which prohibit the operation of a motor vehicle while under the influence of alcohol or drugs, including aggravated Driving While Intoxicated ("DWI") and a zero tolerance provision for impaired motor vehicle operators under the age of twenty-one (21) (the "Services").

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Fifteen Thousand Dollars ($15,000.00) per Agreement year, for a total sum of Seventy-Five Thousand Dollars ($75,000.00) (the "Maximum Amount"). The Maximum Amount shall be used solely for police officer salaries respecting the enforcement of Section 1192.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor

and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information,

and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's disclosure form(s), if applicable, any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have

participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance

carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions

thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

The Incorporated Village of Freeport

By: _____ 4/24/26

Name: Robert T. Kennedy

Title: Mayor

Date: _____

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

□ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

Approved as to form

Deputy Village Attorney

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 24 day of April in the year 2026 before me personally came Robert T Kennedy to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Chief Executive Officer of Village of Freeport, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

LISA M DEBOURG
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DE6294362
Qualified in Nassau County
My Commission Expires December 16, 2029

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   Robert T. Kennedy (Name)

   46 N. Ocean Ave Freeport NY 11520 (Address)

   516-377-2252 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has _X_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _X_ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

3/10/26
Dated

3/10/26
Signature of Chief Executive Officer

Robert T Kennedy
Name of Chief Executive Officer

Sworn to before me this

10 day of March, 2026.

Pamela Walsh Boening
Notary Public

Pamela A. Walsh Boening
Notary Public State of New York
No. 01WA6213579
Qualified in Nassau County
Commission Expires November 9, 2029

Approved as to form
Deputy Village Attorney

Pamela A. Walsh Baering
Notary Public State of New York
No. 01WA6213879
Qualified in Nassau County
Commission Expires November 9, 20___

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Village of Freeport

Address: 46 North Ocean Avenue

City: Freeport State/Province/Territory: NY Zip/Postal Code: 11520

Country: US

2. Entity's Vendor Identification Number: 11-6002111

3. Type of Business: Other (specify) government agency

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

3 File(s) uploaded: Board Member List.doc, Board Members.xlsx, Board Members.xlsx

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

None, Non Profit organization. No shareholders, members, or partners

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Jeanne Jordan [JJORDANFCDA@OPTONLINE.NET]

Dated: 02/27/2026 08:51:40 am

Title: Executive director

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Village of Freeport Board of Trustees

Deputy Mayor Jorge Martinez

46 North Ocean Ave Freeport, NY 11520

Phone: 516.713.2079

E-Mail: jmartinez@freeportny.gov

Trustee Christopher Squeri

46 North Ocean Ave Freeport, NY 11520

Phone: 516.523.3444

E-Mail: csqueri@freeportny.gov

Trustee Evette Sanchez

46 North Ocean Ave Freeport, NY 11520

Phone: 516.805.1119

E-Mail: esanchez@freeportny.gov

Trustee Jacques Butler

46 North Ocean Ave Freeport, NY 11520

Phone: 516.317.2072

E-Mail: jbutler@freeportny.gov

BRUCE BLAKEMAN
COUNTY EXECUTIVE

Vacant
CHAIRMAN

Vacant
FIRST VICE CHAIRMAN

Vacant
SECOND VICE CHAIRMAN

Vacant
SECRETARY

COUNTY OF NASSAU
TRAFFIC SAFETY BOARD
1194 Prospect Avenue
Westbury, New York 11590
516-571-7021
FAX: 516-571-6874

TO: Robert Cleary
Director of Procurement Compliance

FROM: Joseph Cuomo
Planner II, Nassau County Department of Public Works

SUBJECT: Village of Freeport, CQTS26000006
STOP DWI/Traffic Safety Contract

The contact was delayed due to delays in receiving approval for appropriation and late receival of the signed contract document.

Certified: --

E-102-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE AUGUST 28, 2026
1:03 PM

NIFS ID: CQTS26000005

Capital:

Contract ID #: **CQTS26000005**

NIFS Entry Date: **06/30/2026**

DPW Contract Number: **CQTS26000005**

Department: Public Works

Service: **Stop DWI 2026-2030 Enforcement**

Term: from **01/01/2026** to **12/31/2030**

Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid: **X**
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**Yes**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**No**

Vendor/Municipality Info:	
Name: **Inc. Village of Floral Park**	ID#:**116000840**
Main Address: **One Floral Blvd Floral Park, NY 11001**	
Main Contact: **Gerard Bambrick**	
Main Phone: **(516) 326-6300**	

Department:
Contact Name: **Joseph Cuomo**
Address: **1194 Prospect Ave. Westbury, NY 11590**
Phone: **(516) 571-9489**
Email: **jcuomo@nassaucountyny.gov,gmonti2@nassaucountyny.gov**

Contract Summary

Purpose: The purpose of the contract is to provide funding for police enforcement of STOP DWI laws in an effort to reduce crashes and roadway injuries and fatalities caused by DWI.

Procurement History: The county has a history of cooperating with the village and city municipalities to engage in highway safety programs. The county contracts with the municipality. All proposed expenditures are made according to the STOP-DWI Annual Plan that is approved by the Commissioner of the Department of Motor Vehicles. Each contract contains a line item program budget and proposed expenditures are made in accordance with that budget plan which is approved by both the county and the municipality. All expenses are 100% reimbursable.

Description of General Provisions: The contract will provide for police overtime enforcement for DWI enforcement, and equipment and/or training that may improve the county's enforcement efforts in the DWI /DWAI detection and arrest processing areas.

Impact on Funding / Price Analysis: Funds are 100% reimbursable and no county match is required. The maximum amount is $50,000 for a 5 year term. Initial encumbrance is $10,000.00

Change in Contract from Prior Procurement: N/A

Method of Source Selection:

☑ Pursuant to Executive Order No. 1 of 1993 as amended, the department head explains why the department obtained only one proposal as follows: Vendor was selected through a State STOP DWI Program grant. This grant allocates funding to Police Departments in Nassau County as listed in an Annual STOP DWI Plan, submitted, and approved by the New York State Governor's Traffic Safety Committee

☑ Contractor's selection dictated by the terms of a federal or New York State grant, by legislation, or by a court order (Include relevant documents)

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GRT	NA	NA	DE	TSGRT8100OTH	DE500	TSGRT8100OTH DE500	01	$10,000.00
Grant Number		TS81						
Grant Detail		26						
						TOTAL		**$10,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$10,000.00
Capital	$0.00
Other	$0.00
Total	**$10,000.00**

Routing Slip

Department			
NIFS Entry	Guy Monti	06/30/2026 07:45AM	Approved
NIFS Final Approval	Siju Sebastian	07/02/2026 06:49PM	Approved
Final Approval	Siju Sebastian	07/02/2026 06:49PM	Approved
County Attorney			
Approval as to Form	Kemely Weiss	07/10/2026 02:16PM	Approved
RE & Insurance Verification	Kemely Weiss	07/10/2026 02:16PM	Approved
NIFS Approval	Mary Nori	07/16/2026 03:46PM	Approved
Final Approval	Mary Nori	07/16/2026 03:46PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	07/03/2026 09:18AM	Approved
NIFA Approval	Irfan Qureshi	07/03/2026 02:34PM	Approved
Final Approval	Irfan Qureshi	07/03/2026 02:34PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	07/17/2026 12:13PM	Approved
DCE Compliance Approval	Robert Cleary	07/20/2026 12:17PM	Approved
Vertical DCE Approval	Arthur Walsh	08/28/2026 12:18PM	Approved
Final Approval	Arthur Walsh	08/28/2026 12:18PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	08/28/2026 12:56PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending

Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND THE VILLAGE OF FLORAL PARK.

WHEREAS, the County has negotiated a personal services agreement with the Village of Floral Park, to provide enforcement of STOP DWI laws, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with the Village of Floral Park.

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Traffic Safety Board, Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) The Village of Floral Park, having its principal office at 1 Floral Boulevard, Floral Park, New York 11001 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County has received an award of funds from the New York State Governor's Traffic Safety Committee to be utilized for the increased enforcement of impaired driving laws; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2026 and terminate on December 31, 2030, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of increased police enforcement of the provisions of Section 1192 of the New York Vehicle and Traffic Law ("Section 1192"), which prohibit the operation of a motor vehicle while under the influence of alcohol or drugs, including aggravated Driving While Intoxicated ("DWI") and a zero tolerance provision for impaired motor vehicle operators under the age of twenty-one (21) (the "Services").

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Ten Thousand Dollars ($10,000.00) per Agreement year, for a total sum of Fifty Thousand Dollars ($50,000.00) (the "Maximum Amount"). The Maximum Amount shall be used solely for police officer salaries respecting the enforcement of Section 1192.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor

and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information,

and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's disclosure form(s), if applicable, any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have

participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance

carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions

thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

The Incorporated Village of Floral Park

By: K M Fitzgerald

Name: Kevin M. Fitzgerald

Title: Mayor

Date: 5/5/26

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

□ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 5 day of May in the year 20 26 before me personally came Kevin M. Fitzgerald to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Mayor of The Incorporated Village of Floral Park, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Joseph O'Grady

JOSEPH O'GRADY
Notary Public, State of New York
No. 01O0021468
Qualified in Nassau County
Commission Expires 02/23/2028

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   Kevin M. Fitzgerald (Name)

   1 Floral Boulevard, Floral Park, NY (Address)

   (516) 326-6300 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has _X_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _X_ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

5/5/26
Dated

Kevin M. Fitzgerald
Signature of Chief Executive Officer

Kevin M. Fitzgerald
Name of Chief Executive Officer

Sworn to before me this

5 day of May, 2026.

Joseph O'Grady
Notary Public

JOSEPH O'GRADY
Notary Public, State of New York
No. 01O0021468
Qualified in Nassau County
Commission Expires 02/23/2028

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Inc. Village of Floral Park

Address: One Floral Boulevard

City: Floral Park State/Province/Territory: NY Zip/Postal Code: 11001

Country: US

2. Entity's Vendor Identification Number: 116000840

3. Type of Business: Other (specify) Municipal Corporation - Government Agency

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: Floral Park Village Board 10.09.2025.docx

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Not applicable. The Village of Floral Park is a government agency which does not have shareholder, members or partners.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Not applicable

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Gerard M. Bambrick [GBAMBRICK@FPVILLAGE.ORG]

Dated: 05/29/2026 12:07:16 pm

Title: Village Administrator-Treasurer

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Kevin M Fitzgerald, Mayor	One Floral Blvd, Floral Park, NY 11001
Lynn Pombonyo, Trustee	One Floral Blvd, Floral Park, NY 11001
Frank J. Chiara, Trustee	One Floral Blvd, Floral Park, NY 11001
Jennifer Stewart, Trustee	One Floral Blvd, Floral Park, NY 11001
Michael Longobardi, Trustee	One Floral Blvd, Floral Park, NY 11001

BRUCE BLAKEMAN
COUNTY EXECUTIVE

Vacant
CHAIRMAN

Vacant
FIRST VICE CHAIRMAN

Vacant
SECOND VICE CHAIRMAN

Vacant
SECRETARY

COUNTY OF NASSAU
TRAFFIC SAFETY BOARD
1194 Prospect Avenue
Westbury, New York 11590
516-571-7021
FAX: 516-571-6874

TO: Robert Cleary
Director of Procurement Compliance

FROM: Joseph Cuomo
Planner II, Nassau County Department of Public Works

SUBJECT: Village of Floral Park, CQTS26000005
STOP DWI/Traffic Safety Contract

The contact was delayed due to delays in receiving approval for appropriation and late receival of the signed contract document.

Certified: --

E-103-26

FILED BY THE NASSAU COUNTY CLERK
OF THE LEGISLATURE AUGUST 28, 2026
1:03 PM

NIFS ID: CQTS26000004

Capital:

Contract ID #: **CQTS26000004**
NIFS Entry Date: **06/30/2026**
DPW Contract Number: **CQTS26000004**

Department: Public Works

Service: **2026-2030 Stop DWI Foundation (Crackdown/High Visibility) Grant**
Term: from **01/01/2026** to **12/31/2030**
Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid: **X**
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**Yes**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**No**

Vendor/Municipality Info:	
Name: **Village of Old Westbury**	ID#:**116000856**
Main Address: **1 Store Hill Road** **Old Westbury, NY 11568**	
Main Contact: **Brian Ridgway**	
Main Phone: **(516) 626-0800**	

Department:
Contact Name: **Joseph Cuomo**
Address: **1194 Prospect Ave.** **Westbury, NY 11590**
Phone: **(516) 571-9489**
Email: **jcuomo@nassaucountyny.gov,gmonti2@nassaucountyny.gov**

Contract Summary

Purpose: The purpose of the contract is to provide funding for police enforcement of STOP DWI laws in an effort to reduce crashes and roadway injuries and fatalities caused by DWI during specific holiday periods with roving patrols and checkpoints.

Procurement History: The county has a history of cooperating with the village and city municipalities to engage in highway safety programs. The county contracts with the municipality. All proposed expenditures are made in accordance with the yearly budget plan which is provided by the STOP-DWI Foundation. All expenses are 100% reimbursable.

Description of General Provisions: The contract will provide for police overtime enforcement for DWI holiday enforcement staffing.

Impact on Funding / Price Analysis: "Funds are 100% reimbursable and no county match is required
1st year (2026) $3,900.00. Amount each year varies depending on allotment of State funds"

Change in Contract from Prior Procurement: N/A

Method of Source Selection:

☑ Pursuant to Executive Order No. 1 of 1993 as amended, the department head explains why the department obtained only one proposal as follows: Vendor was selected through a State STOP DWI Program grant. This grant allocates funding to Police Departments in Nassau County as listed in an Annual STOP DWI Plan, submitted, and approved by the New York State Governor's Traffic Safety Committee

☑ Contractor's selection dictated by the terms of a federal or New York State grant, by legislation, or by a court order (Include relevant documents)

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GRT	NA	NA	DE	TSGRT80X2OTH	DE500	TSGRT80X2OTH DE500	01	$3,900.00
Grant Number		TS80						
Grant Detail		26						
						TOTAL		**$3,900.00**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$3,900.00
Capital	$0.00
Other	$0.00
Total	**$3,900.00**

Routing Slip

Department			
NIFS Entry	Guy Monti	06/30/2026 07:39AM	Approved
NIFS Final Approval	Siju Sebastian	07/02/2026 06:49PM	Approved
Final Approval	Siju Sebastian	07/02/2026 06:49PM	Approved
County Attorney			
Approval as to Form	Kemely Weiss	07/10/2026 02:13PM	Approved
RE & Insurance Verification	Kemely Weiss	07/10/2026 02:13PM	Approved
NIFS Approval	Mary Nori	07/16/2026 03:48PM	Approved
Final Approval	Mary Nori	07/16/2026 03:48PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	07/03/2026 09:18AM	Approved
NIFA Approval	Irfan Qureshi	07/03/2026 02:34PM	Approved
Final Approval	Irfan Qureshi	07/03/2026 02:34PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	07/17/2026 12:12PM	Approved
DCE Compliance Approval	Robert Cleary	07/20/2026 12:15PM	Approved
Vertical DCE Approval	Arthur Walsh	08/28/2026 12:18PM	Approved
Final Approval	Arthur Walsh	08/28/2026 12:18PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	08/28/2026 12:59PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending

Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND INCORPORATED VILLAGE OF OLD WESTBURY.

WHEREAS, the County has negotiated a personal services agreement with Incorporated Village of Old Westbury, to provide enforcement of STOP DWI laws, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Incorporated Village of Old Westbury.

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Traffic Safety Board, Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) the Incorporated Village of Old Westbury, having its principal office at 1 Stone Hill Road, Old Westbury, New York 11568 (the "Contractor").

WITNESSETH:

WHEREAS, the County has received an award of funds from the New York State STOP-DWI Foundation, Inc., to be utilized for the increased enforcement of impaired driving laws; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2026 and terminate on December 31, 2030, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of increased police enforcement of the provisions of Section 1192 of the New York Vehicle and Traffic Law ("Section 1192"), which prohibit the operation of a motor vehicle while under the influence of alcohol or drugs, including aggravated Driving While Intoxicated ("DWI") and a zero tolerance provision for impaired motor vehicle operators under the age of twenty-one (21) (the "Services"). The Services shall be provided on the New York State STOP-DWI Enforcement Crackdown dates as specified by the New York State STOP-DWI Foundation, Inc. annually.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed the sum of Three Thousand Nine Hundred Dollars ($3,900.00) for the first Agreement year (the period of January 1, 2026 through December 31, 2026), to be used solely for police officer salaries respecting the enforcement of Section 1192. The amount to be paid to the Contractor for subsequent Agreement years will be determined by the amount awarded, if any, to the County by the STOP-DWI Foundation, Inc. for the Services.

(b) Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds throughout the term of this Agreement. Contractor further acknowledges that the first encumbrance will be Three Thousand Nine Hundred Dollars ($3,900.00), for the first Agreement year. Thereafter, the Department shall notify Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(c) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services

provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(d) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a

material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the

underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain

throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this

Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

INCORPORATED VILLAGE OF OLD WESTBURY

By:_____

Name: MACINA Chimeling

Title: Mayor

Date: 5/18/2026

NASSAU COUNTY

By:_____

Name:_____

Title: County Executive

□ Deputy County Executive

Date:_____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 18th day of May in the year 2025 before me personally came Marina Chimerine to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Mayor of Village of Old Westbury, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

FARA A. GAERTNER
Notary Public, State of New York
No. 01GA6092694
Qualified in Nassau County
Commission Expires May 27, 2027

On the _____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   Marina Chimerine (Name)

   1 Store hill rd. Old Westbury, NY 11568 (Address)

   516-626-0800 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

4/28/26
Dated

Signature of Chief Executive Officer

Marina Chimerine
Name of Chief Executive Officer

Sworn to before me this

28th day of April, 2026

Notary Public

FARA A. GAERTNER
Notary Public, State of New York
No. 01GA6092694
Qualified in Nassau County
Commission Expires May 27, 2027

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Inc. Village of Old Westbury

Address: 1 Store Hill Road

City: Old Westbury State/Province/Territory: NY Zip/Postal Code: 11568

Country: US

2. Entity's Vendor Identification Number: 11-6000856

3. Type of Business: Other (specify) Municipality

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: Board Members.docx

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Fara Gaertner [FGAERTNER@VOWNY.ORG]

Dated: 06/10/2026 12:35:33 pm

Title: Village Administrator

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Marina Chimerine, Mayor

Jeffrey Brown, Trustee

Cory Baker, Trustee

Andrew Weinberg, Trustee

Michelle Cervoni, Trustee

Fara Gaertner, Village Administrator

BRUCE BLAKEMAN
COUNTY EXECUTIVE

Vacant
CHAIRMAN

Vacant
FIRST VICE CHAIRMAN

Vacant
SECOND VICE CHAIRMAN

Vacant
SECRETARY

COUNTY OF NASSAU
TRAFFIC SAFETY BOARD
1194 Prospect Avenue
Westbury, New York 11590
516-571-7021
FAX: 516-571-6874

TO: Robert Cleary
Director of Procurement Compliance

FROM: Joseph Cuomo
Planner II, Nassau County Department of Public Works

SUBJECT: Village of Old Westbury, CQTS26000004
STOP DWI HVEC/Traffic Safety Contract

The contact was delayed due to delays in receiving approval for appropriation and late receival of the signed contract document.

Certified: --

E-104-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE AUGUST 28, 2026 1:05 PM

NIFS ID: CQTS26000003

Capital:

Contract ID #: **CQTS26000003**
NIFS Entry Date: **06/30/2026**
DPW Contract Number: **CQTS26000003**

Department: Public Works

Service: **2026-2030 Stop DWI Foundation (Crackdown/High Visibility) Grant**
Term: from **01/01/2026** to **12/31/2030**
Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid: **X**
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**Yes**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**No**

Vendor/Municipality Info:	
Name: **City of Long Beach**	ID#:**116000351**
Main Address: **1 West Chester Street Long Beach, NY 11561**	
Main Contact: **Tyler Huffman**	
Main Phone: **(516) 705-7288**	

Department:
Contact Name: **Joseph Cuomo**
Address: **1194 Prospect Ave. Westbury, NY 11590**
Phone: **(516) 571-9489**
Email: **jcuomo@nassaucountyny.gov,gmonti2@nassaucountyny.gov**

Contract Summary

Purpose: The purpose of the contract is to provide funding for police enforcement of STOP DWI laws in an effort to reduce crashes and roadway injuries and fatalities caused by DWI during specific holiday periods with roving patrols and checkpoints.

Procurement History: The county has a history of cooperating with the village and city municipalities to engage in highway safety programs. The county contracts with the municipality. All proposed expenditures are made in accordance with the yearly budget plan which is provided by the STOP-DWI Foundation. All expenses are 100% reimbursable.

Description of General Provisions: The contract will provide for police overtime enforcement for DWI holiday enforcement staffing.

Impact on Funding / Price Analysis: "Funds are 100% reimbursable and no county match is required
1st year (2026) $4,900.00. Amount each year varies depending on allotment of State funds"

Change in Contract from Prior Procurement: N/A

Method of Source Selection:

☑ Pursuant to Executive Order No. 1 of 1993 as amended, the department head explains why the department obtained only one proposal as follows: Vendor was selected through a State STOP DWI Program grant. This grant allocates funding to Police Departments in Nassau County as listed in an Annual STOP DWI Plan, submitted, and approved by the New York State Governor's Traffic Safety Committee

☑ Contractor's selection dictated by the terms of a federal or New York State grant, by legislation, or by a court order (Include relevant documents)

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GRT	NA	NA	DE	TSGRT80X2OTH	DE500	TSGRT80X2OTH DE500	01	$4,900.00
Grant Number		TS80						
Grant Detail		26						
						TOTAL		**$4,900.00**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$4,900.00
Capital	$0.00
Other	$0.00
Total	**$4,900.00**

Routing Slip

Department			
NIFS Entry	Guy Monti	06/30/2026 07:27AM	Approved
NIFS Final Approval	Siju Sebastian	07/02/2026 06:48PM	Approved
Final Approval	Siju Sebastian	07/02/2026 06:48PM	Approved
County Attorney			
Approval as to Form	Kemely Weiss	07/10/2026 02:10PM	Approved
RE & Insurance Verification	Kemely Weiss	07/10/2026 02:10PM	Approved
NIFS Approval	Mary Nori	07/16/2026 03:51PM	Approved
Final Approval	Mary Nori	07/16/2026 03:51PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	07/03/2026 09:17AM	Approved
NIFA Approval	Irfan Qureshi	07/03/2026 02:34PM	Approved
Final Approval	Irfan Qureshi	07/03/2026 02:34PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	07/17/2026 12:10PM	Approved
DCE Compliance Approval	Robert Cleary	07/20/2026 02:12PM	Approved
Vertical DCE Approval	Arthur Walsh	08/28/2026 12:19PM	Approved
Final Approval	Arthur Walsh	08/28/2026 12:19PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	08/28/2026 01:02PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending

Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND THE CITY OF LONG BEACH.

WHEREAS, the County has negotiated a personal services agreement with the City of Long Beach, to provide enforcement of STOP DWI laws, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with the City of Long Beach.

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Traffic Safety Board, Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) the City of Long Beach, having its principal office at 1 West Chester Street, Long Beach, New York 11561 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County has received an award of funds from the New York State STOP-DWI Foundation, Inc., to be utilized for the increased enforcement of impaired driving laws; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2026 and terminate on December 31, 2030, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of increased police enforcement of the provisions of Section 1192 of the New York Vehicle and Traffic Law ("Section 1192"), which prohibit the operation of a motor vehicle while under the influence of alcohol or drugs, including aggravated Driving While Intoxicated ("DWI") and a zero tolerance provision for impaired motor vehicle operators under the age of twenty-one (21) (the "Services"). The Services shall be provided on the New York State STOP-DWI Enforcement Crackdown dates as specified by the New York State STOP-DWI Foundation, Inc. annually.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed the sum of Four Thousand Nine Hundred Dollars ($4,900.00) for the first Agreement year (the period of January 1, 2026 through December 31, 2026), to be used solely for police officer salaries respecting the enforcement of Section 1192. The amount to be paid to the Contractor for subsequent Agreement years will be determined by the amount awarded, if any, to the County by the STOP-DWI Foundation, Inc. for the Services.

(b) Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds throughout the term of this Agreement. Contractor further acknowledges that the first encumbrance will be Four Thousand Nine Hundred Dollars ($4,900.00), for the first Agreement year. Thereafter, the Department shall notify Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(c) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services

rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(d) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be

determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial

general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

CITY OF LONG BEACH

By: Daniel Creighton

Name:

Title: City Manager

Date: 4/15/26

NASSAU COUNTY

By:

Name:

Title: County Executive

□ Deputy County Executive

Date:

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 15 day of APRIL in the year 20 26 before me personally came Daniel Creighton to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the City MANAGER of City OF Long Beach, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Gina T. Guma
NOTARY PUBLIC STATE OF NEW YORK
Registration No. 01GU4650362
Qualified in Nassau County
Commission Expires January 31, 2030

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   Daniel Creighton (Name)

   1 West Chester St, Long Beach NY 11561 (Address)

   516-431-1001 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor. ✓ DC 7/20/24 DC 7/20/24

3. In the past five years, Contractor _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

   DC 7/20/24 DC 7/20/24

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

4/15/26
Dated

Signature of Chief Executive Officer 7/20/26 7/2-/26

Daniel Creighton
Name of Chief Executive Officer

Sworn to before me this
15 day of APRIL, 2026.

Notary Public

Gina T. Guma
NOTARY PUBLIC STATE OF NEW YORK
Registration No. 01GU4650362
Qualified in Nassau County
Commission Expires January 31, 2030

Sworn to before me this 20th day of July 2026

Gina T. Guma
NOTARY PUBLIC STATE OF NEW YORK
Registration No. 01GU4650362
Qualified in Nassau County
Commission Expires January 31, 2030

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: City of Long Beach

Address: 1 W. Chester St

City: Long Beach State/Province/Territory: NY Zip/Postal Code: 11561

Country: US

2. Entity's Vendor Identification Number: 11-6000351

3. Type of Business: Other (specify) Municipality

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

4 File(s) uploaded: City of Long Beach Principals and CM 2023.docx, City of Long Beach Principals and CM 2024.docx, City of Long Beach Principals and CM 2025.docx, City of Long Beach Principals and CM 2026.docx

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

N/A as the City of Long Beach is a municipality.

2 File(s) uploaded: City of Long Beach Principals and CM 2023.docx, City of Long Beach Principals and CM 2024.docx

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees,

including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Tyler Huffman [COMMUNITY@LONGBEACHNY.GOV]

Dated: 01/27/2026 12:04:30 pm

Title: Community Development Director

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CITY OF LONG BEACH
1 West Chester Street
Long Beach, N.Y. 11561
(516) 431-1001
Fax: (516) 431-1389

List of Principals

City Council:
Brendan Finn, City Council President
Chris Fiumara, City Council Vice President
Michael Reinhart, City Council Member
Tracey Johnson, City Council Member
George Ennis, City Council Member

City Manager:
Daniel Creighton

BRUCE BLAKEMAN
COUNTY EXECUTIVE

Vacant
CHAIRMAN

Vacant
FIRST VICE CHAIRMAN

Vacant
SECOND VICE CHAIRMAN

Vacant
SECRETARY

COUNTY OF NASSAU
TRAFFIC SAFETY BOARD
1194 Prospect Avenue
Westbury, New York 11590
516-571-7021
FAX: 516-571-6874

TO: Robert Cleary
Director of Procurement Compliance

FROM: Joseph Cuomo
Planner II, Nassau County Department of Public Works

SUBJECT: City of Long Beach, CQTS26000003
STOP DWI HVEC/Traffic Safety Contract

The contact was delayed due to delays in receiving approval for appropriation and late receival of the signed contract document.

Certified: --

E-105-26

FILED BY THE NASSAU COUNTY CLERK
OF THE LEGISLATURE AUGUST 28, 2026
1:08 PM

NIFS ID: CQTS26000002

Capital:

Contract ID #: **CQTS26000002**
NIFS Entry Date: **06/30/2026**
DPW Contract Number: **CQTS26000002**

Department: Public Works

Service: **2026-2030 Stop DWI Foundation (Crackdown/High Visibility) Grant**
Term: from **01/01/2026** to **12/31/2030**
Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid: **X**
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**Yes**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**No**

Vendor/Municipality Info:	
Name: **City of Glen Cove**	ID#:**116000350**
Main Address: **9 Glen Street** **Glen Cove, NY 11542**	
Main Contact: **YELENA QUILES**	
Main Phone: **(516) 676-2108**	

Department:
Contact Name: **Joseph Cuomo**
Address: **1194 Prospect Ave.** **Westbury, NY 11590**
Phone: **(516) 571-9489**
Email: **jcuomo@nassaucountyny.gov,gmonti2@nassaucountyny.gov**

Contract Summary

Purpose: The purpose of the contract is to provide funding for police enforcement of STOP DWI laws in an effort to reduce crashes and roadway injuries and fatalities caused by DWI during specific holiday periods with roving patrols and checkpoints.

Procurement History: The county has a history of cooperating with the village and city municipalities to engage in highway safety programs. The county contracts with the municipality. All proposed expenditures are made in accordance with the yearly budget plan which is provided by the STOP-DWI Foundation. All expenses are 100% reimbursable.

Description of General Provisions: The contract will provide for police overtime enforcement for DWI holiday enforcement staffing.

Impact on Funding / Price Analysis: Funds are 100% reimbursable and no county match is required
1st year (2026) $3,900.00. Amount each year varies depending on allotment of State funds

Change in Contract from Prior Procurement: N/A

Method of Source Selection:

☑ Pursuant to Executive Order No. 1 of 1993 as amended, the department head explains why the department obtained only one proposal as follows: Vendor was selected through a State STOP DWI Program grant. This grant allocates funding to Police Departments in Nassau County as listed in an Annual STOP DWI Plan, submitted, and approved by the New York State Governor's Traffic Safety Committee

☑ Contractor's selection dictated by the terms of a federal or New York State grant, by legislation, or by a court order (Include relevant documents)

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GRT	NA	NA	DE	TSGRT80X2OTH	DE500	TSGRT80X2OTH DE500	01	$3,900.00
Grant Number TS80 Grant Detail 26								
						TOTAL		**$3,900.00**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$3,900.00
Capital	$0.00
Other	$0.00
Total	**$3,900.00**

Routing Slip

Department			
NIFS Entry	Guy Monti	06/30/2026 07:17AM	Approved
NIFS Final Approval	Siju Sebastian	07/02/2026 06:47PM	Approved
Final Approval	Siju Sebastian	07/02/2026 06:47PM	Approved
County Attorney			
Approval as to Form	Kemely Weiss	07/10/2026 02:02PM	Approved
RE & Insurance Verification	Kemely Weiss	07/10/2026 02:02PM	Approved
NIFS Approval	Mary Nori	07/16/2026 03:54PM	Approved
Final Approval	Mary Nori	07/16/2026 03:54PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	07/03/2026 09:16AM	Approved
NIFA Approval	Irfan Qureshi	07/03/2026 02:34PM	Approved
Final Approval	Irfan Qureshi	07/03/2026 02:34PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	07/17/2026 12:09PM	Approved
DCE Compliance Approval	Robert Cleary	07/20/2026 12:08PM	Approved
Vertical DCE Approval	Arthur Walsh	08/28/2026 12:18PM	Approved
Final Approval	Arthur Walsh	08/28/2026 12:18PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	08/28/2026 01:04PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending

Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND THE CITY OF GLEN COVE.

WHEREAS, the County has negotiated a personal services agreement with the City of Glen Cove, to provide enforcement of STOP DWI laws, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with the City of Glen Cove.

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Traffic Safety Board, Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) the City of Glen Cove, having its principal office at 9 Glen Street, Glen Cove, New York 11542 (the "Contractor").

WITNESSETH:

WHEREAS, the County has received an award of funds from the New York State STOP-DWI Foundation, Inc., to be utilized for the increased enforcement of impaired driving laws; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2026 and terminate on December 31, 2030, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of increased police enforcement of the provisions of Section 1192 of the New York Vehicle and Traffic Law ("Section 1192"), which prohibit the operation of a motor vehicle while under the influence of alcohol or drugs, including aggravated Driving While Intoxicated ("DWI") and a zero tolerance provision for impaired motor vehicle operators under the age of twenty-one (21) (the "Services"). The Services shall be provided on the New York State STOP-DWI Enforcement Crackdown dates as specified by the New York State STOP-DWI Foundation, Inc. annually.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed the sum of Three Thousand Nine Hundred Dollars ($3,900.00) for the first Agreement year (the period of January 1, 2026 through December 31, 2026), to be used solely for police officer salaries respecting the enforcement of Section 1192. The amount to be paid to the Contractor for subsequent Agreement years will be determined by the amount awarded, if any, to the County by the STOP-DWI Foundation, Inc. for the Services.

(b) Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds throughout the term of this Agreement. Contractor further acknowledges that the first encumbrance will be Three Thousand Nine Hundred Dollars ($3,900.00), for the first Agreement year. Thereafter, the Department shall notify Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(c) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services

rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(d) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be

determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial

general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

CITY OF GLEN COVE

By: Pamela D. Panzenbeck

Name: Pamela D. Panzenbeck

Title: MAYOR

Date: 2/25/2026

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

□ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 25 day of February in the year 2026 before me personally came Pamela D. Panzenbeck to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Mayor of City of Glen Cove, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC Tina Pemberton

Tina Pemberton
Notary Public, State of New York
No. 01PE6188065
Qualified in Nassau County
Commission Expires June 2, 2028

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   PAMELA R. PANZENBECK (Name)

   9 GLEN STREET, GLEN COVE NY 11542 (Address)

   516 676-2000 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has _X_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _X_ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

5/12/2026
Dated

Signature of Chief Executive Officer

Pamela D. Panzenbeck
Name of Chief Executive Officer

Sworn to before me this

12 day of May, 2026

Notary Public

Tina Pemberton
Notary Public, State of New York
No. 01PE6188065
Qualified in Nassau County
Commission Expires June 2, 2028

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: CITY OF GLEN COVE

Address: 9 Glen St. Glen Cove NY 11542

City: glen cove State/Province/Territory: NY Zip/Postal Code: 11542

Country: US

2. Entity's Vendor Identification Number: 11-6000350

3. Type of Business: Other (specify) Municipality

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

7 File(s) uploaded: 2020 List of Principals.pub, 2022 List of Principals.pdf, 2023 List of Principals.pdf, 2024 List of Principals.pub, 2025 List of Principals.pdf, 2025 List of Principals.pdf, 2026 List of Principals.pdf

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

None, City municipality

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

none

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of

New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

none

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

none

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

none

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

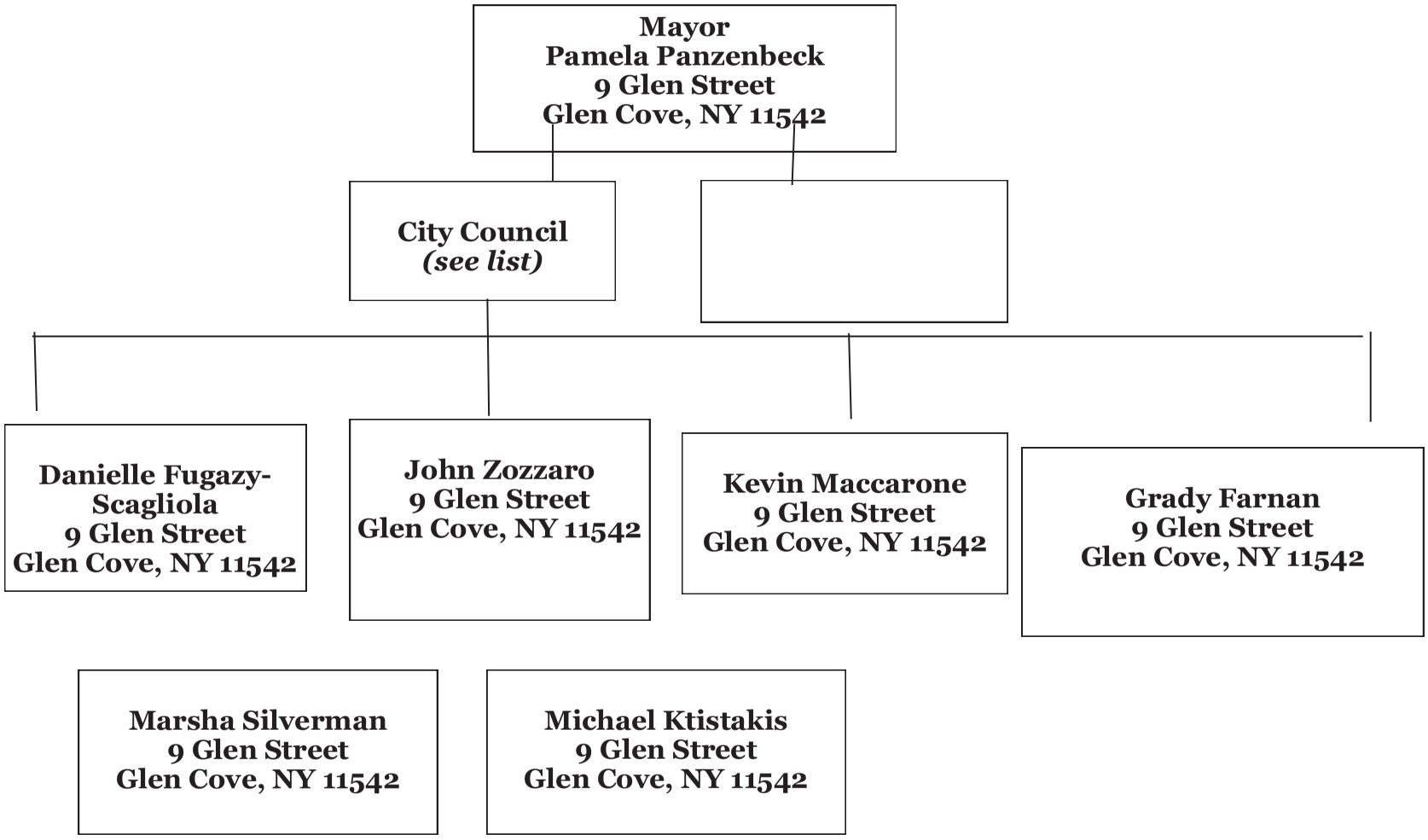
Electronically signed and certified at the date and time indicated by:
Stephanie Soter [SSOTER@GLENCOVENY.GOV]

Dated: 01/20/2026 11:50:25 am

Title: Fiscal Coordinator

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

City of Glen Cove
List of Principals



BRUCE BLAKEMAN
COUNTY EXECUTIVE

Vacant
CHAIRMAN

Vacant
FIRST VICE CHAIRMAN

Vacant
SECOND VICE CHAIRMAN

Vacant
SECRETARY

COUNTY OF NASSAU
TRAFFIC SAFETY BOARD
1194 Prospect Avenue
Westbury, New York 11590
516-571-7021
FAX: 516-571-6874

TO: Robert Cleary
Director of Procurement Compliance

FROM: Joseph Cuomo
Planner II, Nassau County Department of Public Works

SUBJECT: City of Glen Cove, CQTS26000002
STOP DWI HVEC/Traffic Safety Contract

The contact was delayed due to delays in receiving approval for appropriation and late receival of the signed contract document.

Certified: --

E-106-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE AUGUST 28, 2026 1:10 PM

NIFS ID: CQTS26000001

Capital:

Contract ID #: **CQTS26000001**
NIFS Entry Date: **06/30/2026**
DPW Contract Number: **CQTS26000001**

Department: Public Works

Service: **2026-2030 Stop DWI Foundation (Crackdown/High Visibility) Grant**
Term: from **01/01/2026** to **12/31/2030**
Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid: **X**
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**Yes**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**No**

Vendor/Municipality Info:	
Name: **Incorporated Village of Garden City**	ID#:**116002112**
Main Address: **351 Stewart Ave Garden City, NY 11530**	
Main Contact: **Cassie Reynolds**	
Main Phone: **(516) 465-4164**	

Department:
Contact Name: **Joseph Cuomo**
Address: **1194 Prospect Ave. Westbury, NY 11590**
Phone: **(516) 571-9489**
Email: **jcuomo@nassaucountyny.gov,gmonti2@nassaucountyny.gov**

Contract Summary

Purpose: The purpose of the contract is to provide funding for police enforcement of STOP DWI laws in an effort to reduce crashes and roadway injuries and fatalities caused by DWI during specific holiday periods with roving patrols and checkpoints.

Procurement History: The county has a history of cooperating with the village and city municipalities to engage in highway safety programs. The county contracts with the municipality. All proposed expenditures are made in accordance with the yearly budget plan which is provided by the STOP-DWI Foundation. All expenses are 100% reimbursable.

Description of General Provisions: The contract will provide for police overtime enforcement for DWI holiday enforcement staffing.

Impact on Funding / Price Analysis: Funds are 100% reimbursable and no county match is required
1st year (2026) $3,900.00. Amount each year varies depending on allotment of State funds

Change in Contract from Prior Procurement: N/A

Method of Source Selection:

☑ Pursuant to Executive Order No. 1 of 1993 as amended, the department head explains why the department obtained only one proposal as follows: Vendor was selected through a State STOP DWI Program grant. This grant allocates funding to Police Departments in Nassau County as listed in an Annual STOP DWI Plan, submitted, and approved by the New York State Governor's Traffic Safety Committee

☑ Contractor's selection dictated by the terms of a federal or New York State grant, by legislation, or by a court order (Include relevant documents)

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GRT	NA	NA	DE	TSGRT80X2OTH	DE500	TSGRT80X2OTH DE500	01	$3,900.00
Grant Number TS80 Grant Detail 26								
						TOTAL		**$3,900.00**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$3,900.00
Capital	$0.00
Other	$0.00
Total	**$3,900.00**

Routing Slip

Department			
NIFS Entry	Guy Monti	06/30/2026 07:01AM	Approved
NIFS Final Approval	Siju Sebastian	07/02/2026 06:46PM	Approved
Final Approval	Siju Sebastian	07/02/2026 06:46PM	Approved
County Attorney			
Approval as to Form	Kemely Weiss	07/10/2026 02:00PM	Approved
RE & Insurance Verification	Kemely Weiss	07/10/2026 02:00PM	Approved
NIFS Approval	Mary Nori	07/16/2026 04:07PM	Approved
Final Approval	Mary Nori	07/16/2026 04:07PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	07/03/2026 09:15AM	Approved
NIFA Approval	Irfan Qureshi	07/03/2026 02:35PM	Approved
Final Approval	Irfan Qureshi	07/03/2026 02:35PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	07/17/2026 12:27PM	Approved
DCE Compliance Approval	Robert Cleary	07/20/2026 12:05PM	Approved
Vertical DCE Approval	Arthur Walsh	08/28/2026 12:18PM	Approved
Final Approval	Arthur Walsh	08/28/2026 12:18PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	08/28/2026 01:06PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending

Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND INCORPORATED VILLAGE OF GARDEN CITY.

WHEREAS, the County has negotiated a personal services agreement with Incorporated Village of Garden City, to provide enforcement of STOP DWI laws, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Incorporated Village of Garden City.

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Traffic Safety Board, Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) the Incorporated Village of Garden City, having its principal office at 351 Stewart Avenue, Garden City, New York 11530 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County has received an award of funds from the New York State STOP-DWI Foundation, Inc., to be utilized for the increased enforcement of impaired driving laws; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2026 and terminate on December 31, 2030, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of increased police enforcement of the provisions of Section 1192 of the New York Vehicle and Traffic Law ("Section 1192"), which prohibit the operation of a motor vehicle while under the influence of alcohol or drugs, including aggravated Driving While Intoxicated ("DWI") and a zero tolerance provision for impaired motor vehicle operators under the age of twenty-one (21) (the "Services"). The Services shall be provided on the New York State STOP-DWI Enforcement Crackdown dates as specified by the New York State STOP-DWI Foundation, Inc. annually.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed the sum of Three Thousand Nine Hundred Dollars ($3,900.00) for the first Agreement year (the period of January 1, 2026 through December 31, 2026), to be used solely for police officer salaries respecting the enforcement of Section 1192. The amount to be paid to the Contractor for subsequent Agreement years will be determined by the amount awarded, if any, to the County by the STOP-DWI Foundation, Inc. for the Services.

(b) Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds throughout the term of this Agreement. Contractor further acknowledges that the first encumbrance will be Three Thousand Nine Hundred Dollars ($3,900.00), for the first Agreement year. Thereafter, the Department shall notify Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(c) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services

provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(d) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a

material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the

underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain

throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this

Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

INCORPORATED VILLAGE OF GARDEN CITY

By: _____

Name: RALPH V. SUOZZI

Title: VILLAGE ADMINISTRATOR

Date: 03/17/26

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

□ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 17 day of March in the year 2026 before me personally came Ralph. V. Suozzi to me personally known, who, being by me duly sworn, did depose and say that he or she ~~resides~~ works in the County of Nassau; that he or she is the Village Administrator of the Village of Garden City, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

DENISE OSTAPOW
Notary Public, State of New York
Reg. No. 01OS0023491
Qualified in Nassau County
Commission Expires April 12, 2028

Denise Ostapow

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   RALPH V. SUOZZI, ADMINISTRATOR (Name)

   351 STEWART AVE., GARDEN CITY, NY 11530 (Address)

   (516) 465-4058 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ☑ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ☑ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

03/17/24
Dated

Signature of Chief Executive Officer

RALPH V. SUOZZI
Name of Chief Executive Officer

Sworn to before me this
17th day of March, 2026.

Denise Ostapow
Notary Public

DENISE OSTAPOW
Notary Public, State of New York
Reg. No. 01OS0023491
Qualified in Nassau County
Commission Expires April 12, 2028

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Inc. Village of Garden City

Address: 351 Stewart Avenue

City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530

Country: US

2. Entity's Vendor Identification Number: 11-6002112

3. Type of Business: Other (specify) Municipality

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Cassie Reynolds [CAREYNOLDS@GARDENCITYNY.NET]

Dated: 06/09/2026 11:37:12 am

Title: Purchasing Agent

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Incorporated Village of Garden City Board of Trustees

Mayor Edward T. Finneran

Deputy Mayor Judy Courtney

Trustee Michele Beach Harrington

Trustee Vincent Muldoon

Trustee Jessica Tai

Trustee Rich Catalano

Trustee Yvonne Varano

Trustee Gerard Smith

Village Administrator Ralph V. Suozzi

BRUCE BLAKEMAN
COUNTY EXECUTIVE

Vacant
CHAIRMAN

Vacant
FIRST VICE CHAIRMAN

Vacant
SECOND VICE CHAIRMAN

Vacant
SECRETARY

COUNTY OF NASSAU
TRAFFIC SAFETY BOARD
1194 Prospect Avenue
Westbury, New York 11590
516-571-7021
FAX: 516-571-6874

TO: Robert Cleary
Director of Procurement Compliance

FROM: Joseph Cuomo
Planner II, Nassau County Department of Public Works

SUBJECT: Village of Garden City, CQTS26000001
STOP DWI HVEC/Traffic Safety Contract

The contact was delayed due to delays in receiving approval for appropriation and late receival of the signed contract document.

Certified: --

E-107-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE AUGUST 28, 2026 3:00 PM

NIFS ID: CQTS26000009

Capital:

Contract ID #: **CQTS26000009**

NIFS Entry Date: **06/30/2026**

DPW Contract Number: **CQTS26000009**

Department: Public Works

Service: **Stop DWI 2026-2030 Enforcement**

Term: from **01/01/2026** to **12/31/2030**

Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid: **X**
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**Yes**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**No**

Vendor/Municipality Info:	
Name: **Inc. Village of Lynbrook**	ID#:**116002124**
Main Address: **1 Columbus Drive** **Lynbrook, NY 11563** Contract Specific Address: **One Columbus Drive.** **PO Box 7021** **Lynbrook, NY 11563**	
Main Contact: **John Giordano**	
Main Phone: **(516) 599-8300**	

Department:
Contact Name: **Joseph Cuomo**
Address: **1194 Prospect Ave.** **Westbury, NY 11590**
Phone: **(516) 571-9489**
Email: **jcuomo@nassaucountyny.gov,gmonti2@nassaucountyny.gov**

Contract Summary

Purpose: The purpose of the contract is to provide funding for police enforcement of STOP DWI laws in an effort to reduce crashes and roadway injuries and fatalities caused by DWI.

Procurement History: The county has a history of cooperating with the village and city municipalities to engage in highway safety programs. The county contracts with the municipality. All proposed expenditures are made according to the STOP-DWI Annual Plan that is approved by the Commissioner of the Department of Motor Vehicles. Each contract contains a line item program budget and proposed expenditures are made in accordance with that budget plan which is approved by both the county and the municipality. All expenses are 100% reimbursable.

Description of General Provisions: The contract will provide for police overtime enforcement for DWI enforcement, and equipment and/or training that may improve the county's enforcement efforts in the DWI /DWAI detection and arrest processing

areas.

Impact on Funding / Price Analysis: Funds are 100% reimbursable and no county match is required. The maximum amount is $75,000 for a 5 year term. Initial encumbrance is $15,000.00

Change in Contract from Prior Procurement: N/A

Method of Source Selection:

☑ Pursuant to Executive Order No. 1 of 1993 as amended, the department head explains why the department obtained only one proposal as follows: Vendor was selected through a State STOP DWI Program grant. This grant allocates funding to Police Departments in Nassau County as listed in an Annual STOP DWI Plan, submitted, and approved by the New York State Governor's Traffic Safety Committee

☑ Contractor's selection dictated by the terms of a federal or New York State grant, by legislation, or by a court order (Include relevant documents)

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GRT	NA	NA	DE	TSGRT8100OTH	DE500	TSGRT8100OTH DE500	01	$15,000.00
Grant Number		TS81						
Grant Detail		26						
						TOTAL		**$15,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$15,000.00
Capital	$0.00
Other	$0.00
Total	**$15,000.00**

Routing Slip

Department			
NIFS Entry	Guy Monti	06/30/2026 07:58AM	Approved
NIFS Final Approval	Siju Sebastian	07/02/2026 06:52PM	Approved
Final Approval	Siju Sebastian	07/02/2026 06:52PM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	07/06/2026 03:46PM	Approved
RE & Insurance Verification	Julie Silverstein	07/06/2026 03:46PM	Approved
NIFS Approval	Mary Nori	07/16/2026 03:38PM	Approved
Final Approval	Mary Nori	07/16/2026 03:38PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	07/03/2026 09:20AM	Approved
NIFA Approval	Irfan Qureshi	07/03/2026 02:33PM	Approved
Final Approval	Irfan Qureshi	07/03/2026 02:33PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	07/17/2026 12:21PM	Approved
DCE Compliance Approval	Robert Cleary	07/20/2026 12:24PM	Approved
Vertical DCE Approval	Arthur Walsh	08/28/2026 12:19PM	Approved
Final Approval	Arthur Walsh	08/28/2026 12:19PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	08/28/2026 02:37PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending

Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND THE VILLAGE OF LYNBROOK.

WHEREAS, the County has negotiated a personal services agreement with the Village of Lynbrook, to provide enforcement of STOP DWI laws, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with the Village of Lynbrook.

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Traffic Safety Board, Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) The Village of Lynbrook, having its principal office at 1 Columbus Drive, Lynbrook, New York 11563 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County has received an award of funds from the New York State Governor's Traffic Safety Committee to be utilized for the increased enforcement of impaired driving laws; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2026 and terminate on December 31, 2030, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of increased police enforcement of the provisions of Section 1192 of the New York Vehicle and Traffic Law ("Section 1192"), which prohibit the operation of a motor vehicle while under the influence of alcohol or drugs, including aggravated Driving While Intoxicated ("DWI") and a zero tolerance provision for impaired motor vehicle operators under the age of twenty-one (21) (the "Services").

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Fifteen Thousand Dollars ($15,000.00) per Agreement year, for a total sum of Seventy-Five Thousand Dollars ($75,000.00) (the "Maximum Amount"). The Maximum Amount shall be used solely for police officer salaries respecting the enforcement of Section 1192.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor

and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information,

and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's disclosure form(s), if applicable, any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have

participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance

carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions

thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

The Incorporated Village of Lynbrook

By: Alan C. Beach

Name:

Title: Mayor

Date: 2-17-26

NASSAU COUNTY

By:_____

Name:_____

Title: County Executive

□ Deputy County Executive

Date:_____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 17 day of February in the year 2026 before me personally came Alan C Beach to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Mayor of Village of Lynbrook, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

JOHN GIORDANO
Notary Public - State of New York
No. 01GI4747282
Qualified in Suffolk County
My Commission Expires Sept. 02, 2026

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   Alan C Beach (Name)

   1 Columbus Drive (Address)

   516 549-8300 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

2-17-26
Dated

Signature of Chief Executive Officer

Alan C Beach
Name of Chief Executive Officer

JOHN GIORDANO
Notary Public - State of New York
No. 01GI4747282
Qualified in Suffolk County
My Commission Expires Sept. 02, 2026

Sworn to before me this

18 day of February, 2026

Notary Public

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Inc Village of Lynbrook

Address: 1 Columbus Drive

City: Lynbrook State/Province/Territory: NY Zip/Postal Code: 11563

Country: US

2. Entity's Vendor Identification Number: 11-6002124

3. Type of Business: Other (specify) Municipality

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: Vendor disclosure form.docx

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

None

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Florence Maxwell [FMAXWELL@LYNBROOKVILLAGE.COM]

Dated: 05/27/2026 03:24:24 pm

Title: Deputy Clerk

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Vendor disclosure form:

Principles = MAYOR AND BOARD OF TRUSTEES

MAYOR:	Alan C. Beach	[redacted]
TRUSTEES:		
	Michael Hawxhurst	[redacted]
	AnnMarie Reardon	[redacted]
	Robert Boccio	[redacted]
	Michael Habert	[redacted]

BRUCE BLAKEMAN
COUNTY EXECUTIVE

Vacant
CHAIRMAN

Vacant
FIRST VICE CHAIRMAN

Vacant
SECOND VICE CHAIRMAN

Vacant
SECRETARY

COUNTY OF NASSAU
TRAFFIC SAFETY BOARD
1194 Prospect Avenue
Westbury, New York 11590
516-571-7021
FAX: 516-571-6874

TO: Robert Cleary
Director of Procurement Compliance

FROM: Joseph Cuomo
Planner II, Nassau County Department of Public Works

SUBJECT: Village of Lynbrook, CQTS26000009
STOP DWI/Traffic Safety Contract

The contact was delayed due to delays in receiving approval for appropriation and late receival of the signed contract document.

Nassau County Shared Services,
Office of Purchasing

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 SEP -2 P 3:52

Staff Summary A-52-2026

Subject: Gas Burner Maintenance Rebid S/B # 94127-05056-I10	Date: June 5,2026
Department: Department of Shared Services Office of Purchasing	Vendor Name: Energy Mechanical Inc.
Department Head Name: Melissa Gallucci	Contract Number: A-52-2026
Department Head Signature Melissa Gallucci	Contract Manager Name: Anette Sullivan, Buyer

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
7/15/2026 GPS	Chief Procurement Officer	AP 9/2/26	Budget
7/20/26 JKS	County Attorney	AM 9/2/26	County Executive
7/30/26 SMalley Insurance			

Significant Adverse Information Identified? Yes / No **X** (If Yes, attach memo.)

Narrative

Purpose: To authorize and award a blanket purchase order for: gas burner maintenance for various Nassau County agencies.

Discussion: This solicitation was advertised in The NY Post, the New York State Contract Reporter and posted to the Nassau County Bid Solicitation Board. Minority Affairs was notified of this solicitation.

Vendors Viewed the solicitation: 4	**Vendors bid on this solicitation: 1**
1 Woman owned business	Woman owned business
1 Minority (African/American)	Minority (African/American)
1 Small Business	1 Small Business
Service Disabled (Veteran) owned	Service Disabled (Veteran) Owned
Veteran Owned Business	Veteran Owned Business
None of the Above	None of the Above

The identified lowest responsible bidder: Energy Mechanical Inc., is listed as a small business.

Impact on Funding/Term: The maximum amount authorized under this blanket purchase order, including any renewal options that may be exercised by the Commissioner of Shared Services shall be One Million Seven Hundred Fifty Thousand Dollars ($1,750,000.00) from General Funds & Capital Funds (PWGEN0640 DE500 & PWCAPCAP 00004). The term of this blanket purchase order shall be for a period of one (1) year from the effective date, with the Commissioner of Shared Services option to renew up to an additional four (4) one (1) year periods and additional two (2) month period, for a total term of five (5) years and two(2) months.

Recommendation: Department of Shared Services, Office of Purchasing, recommends an award be given to Energy Mechanical Inc., as the lowest responsible bidder meeting specifications.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-52-2026**

FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: June 5, 2026

SUBJECT: RESOLUTION– VARIOUS NASSAU COUNTY AGENCIES

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE AMOUNT OF ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($1,750,000.00) ON BEHALF OF VARIOUS NASSAU COUNTY AGENCIES TO ENERGY MECHANICAL INC. FOR GAS BURNER MAINTENANCE.

.

THE ABOVE-DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

Melissa Gallucci

MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

KS
ENCL: (1) STAFF SUMMARY
(2) MEMO
(3) RESOLUTION
(4) DISCLOSURE STATEMENT
(5) BID PROPOSAL
(6) RECOMMENDATION OF AWARD
(7) BID TABULATION
(8) CERTIFICATE OF LIABILITY INSURANCE

RULES RESOLUTION 2026

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF VARIOUS NASSAU COUNTY AGENCIES, AND ENERGY MECHANICAL INC.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 94127-05056-110 for gas burner maintenance for various Nassau County agencies, as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that, Energy Mechanical Inc. submitted the lowest responsible bid and meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Blanket Purchase Order with Energy Mechanical Inc.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Megan Raguseo [MEGAN@ENERGYMECHANICALNY.COM]

Dated: 06/29/2026 11:15:38 am

Vendor: Energy Mechanical Inc

Title: Vice President

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 06/08/2026

1) Proposer's Legal Name: Energy Mechanical Inc

2) Address of Place of Business: 77 Brightside Avenue

City: Central Islip State/Province/ Territory: NY Zip/Postal Code: 11722

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/ Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: 075000895

5) Federal I.D. Number: 451563287

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."
(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No Conflict Exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No Conflict Exist

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No Conflict Exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
Should a conflict arise we would notify the county and adhere to their guidelines

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

12/12/2013

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Michael W. Raguseo
Megan L. Raguseo

iii) Name, address and position of all officers and directors of the company. If none, explain.

Michael Raguseo
4 Hollins Lane
East Islip, NY 11730
Megan L. Raguseo
4 Hollins Lane
East Islip, NY 11730

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

22

vi) Annual revenue of firm;

4500000

vii) Summary of relevant accomplishments

We have been in business for 14 years in all aspects of HVAC, controls and mechanicals

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

30

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Energy Mechanical Inc is a full service HVAC and Boiler company with 30 years expereince. We are factory certified by all major boiler companies. We are a 638 Union shop. All employees are OSHA 30 certified with continuous training

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Town Of North Hempstead		
Contact Person	Kristen Seleski		
Address	285 Denton Ave		
City	New Hyde Park	State/Province/Territory	NY
Country	US		
Telephone	(516) 739-6710		
Fax #			

E-Mail Address	seleskik@northhempsteadny.gov		
Company	Incorporated Village of Garden City		
Contact Person	Andrew Tock		
Address	351 Stewart Ave		
City	Garden City	State/Province/Territory	NY
Country	US		
Telephone	(516) 465-4008		
Fax #			
E-Mail Address	atock@gardencityny.net		
Company	Village Of Rockville Centre		
Contact Person	Patrick O'Brien		
Address	110 Maple Ave		
City	Rockville Centre	State/Province/Territory	NY
Country	US		
Telephone	(516) 678-9249		
Fax #			
E-Mail Address	POBrien@rvcny.us		

I, Megan Raguseo , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Megan Raguseo , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Energy Mechanical Inc

Electronically signed and certified at the date and time indicated by:
Megan Raguseo MEGAN@ENERGYMECHANICALNY.COM

vice president
Title

06/08/2026
Date

ENERGY
MECHANICAL INC

Licenses

Suffolk County Department of Labor, Licensing & Consumer Affairs

VETERANS MEMORIAL HIGHWAY * HAUPPAUGE, NEW YORK 11788

DATE ISSUED: 08/23/2023 No. MP-68254

SUFFOLK COUNTY

Master Plumber License

This is to certify that **Michael W Raguseo**

doing business as **Energy Mechanical Inc**

having given satisfactory evidence of competency, is hereby licensed as MASTER PLUMBER in accordance with and subject to the provisions of applicable laws, rules and regulations of the County of Suffolk, State of New York.

NOT VALID WITHOUT DEPARTMENTAL SEAL AND A CURRENT CONSUMER AFFAIRS ID CARD

Additional Businesses

Rosalie Drago

Commissioner

Suffolk County Government

Department of Consumer Affairs



License and Complaint Violation Look Up

Use the form below to search for License and Complaint Violation information. Please note: Specific License Type search will only show license data, no complaint or violation data. If you need more information, please contact us.

License Number:

First Name:

Michael

Last Name:

Raguseo

Business Name:

Phone Number (10 digit numbers only):

Address:

City:

Zip Code:

Search for a Specific License Type/Complaint:

<None>

Search for a Specific Business Designation:

<None>

Search

Clear Form

Export Data

License Information (10 results)

Index	License ID	Last Name	First Name	Business Name and Website	Address	Phone	Email	Category	Status	Date Issued	Date Expire
1	MP-68254	Raguseo	Michael	Energy Mechanical Inc	77 Brightside Avenue, Central Islip, NY 11722	6316293100	mike@energymechanicalny.com		Active	2023-08-23	2027-08-01
2	RP-64673	Raguseo	Michael	Energy Mechanical Inc	77 Brightside Avenue, Central Islip, NY 11735	7188668544	megan@energymechanicalny.com	Burner Service	Expired	2021-02-08	2025-02-01
3	RP-64660	Raguseo	Michael	Energy Mechanical Inc	77 Brightside Avenue, Central Islip, NY 11722	7188668544	megan@energymechanicalny.com	Natural Gas	Expired	2021-02-08	2025-02-01
4	RP-64659	Raguseo	Michael	Energy Mechanical Inc	77 Brightside Avenue, Central Islip, NY 11722	7188668544	megan@energymechanicalny.com	HVAC	Expired	2021-02-08	2025-02-01
5	RE-64488	Raguseo	Michael	Energy Mechanical Inc	77 Brightside Avenue, Central Islip, NY 11735	7188668544	megan@energymechanicalny.com	Burner Service	Active	2021-02-08	2027-02-01
6	RE-64487	Raguseo	Michael	Energy Mechanical Inc	77 Brightside Avenue, Central Islip	7188668544	megan@energymecahnicalny.com	HVAC	Active	2021-02-08	2027-02-01

License Information
(10 results)

Index: 1
License ID: MP-68254
Name: Michael Raguseo
Business Name: Energy Mechanical Inc
Website:
Address: 77 Brightside Avenue, Central Islip, NY 11722
Phone Number: 6316293100
Email: mike@energymechanicalny.com
Category:
License Status: Active
Date Issued: 2023-08-23
Date Expire: 2027-08-01

Index: 2
License ID: RP-64673
Name: Michael Raguseo
Business Name: Energy Mechanical Inc
Website:
Address: 77 Brightside Avenue, Central Islip, NY 11735

Phone Number: 7188668544
Email: megan@energymechanicalny.com

Contact Us Accela Citizen Access (ACA) Online Portal

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PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Megan L Raguseo
   Date of birth: 12/26/1975
   Home address: 4 Hollins Lane
   City: East Islip State/Province/ Territory: NY Zip/Postal Code: 11730
   Country: US

   Business Address: 77 Brightside Avenue
   City: Central Islip State/Province/ Territory: NY Zip/Postal Code: 11722
   Country US
   Telephone: 7188668544

   Other present address(es):
   City: Central Islip State/Province/ Territory: NY Zip/Postal Code: 11722
   Country: US
   Telephone: 6316293100

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	12/12/2013
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   49%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Megan Raguseo , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Megan Raguseo , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Energy Mechanical Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Megan Raguseo MEGAN@ENERGYMECHANICALNY.COM

vice president

Title

06/08/2026 12:02:48 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Michael W. Raguseo
   Date of birth: 10/11/1974
   Home address: 4 Hollins Lane
   City: East Islip State/Province/ Territory: NY Zip/Postal Code: 11730
   Country: US

   Business Address: 77 Brightside Avenue
   City: Central Islip State/Province/ Territory: NY Zip/Postal Code: 11722
   Country US
   Telephone: 7188668544

   Other present address(es): 77 Brightside Avenue
   City: Central Islip State/Province/ Territory: NY Zip/Postal Code: 11722
   Country: US
   Telephone: 6316293100

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	12/12/2012	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   51%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Mike Raguseo , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Mike Raguseo , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Energy Mechanical Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Mike Raguseo MIKE@ENERGYMECHANICALNY.COM

President

Title

06/08/2026 11:38:54 am

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Energy Mechanical Inc

Address: 77 Brightside Avenue

City: Central Islip State/Province/Territory: NY Zip/Postal Code: 11722

Country: US

2. Entity's Vendor Identification Number: 461563287

3. Type of Business: Closely Held Corp (specify) _____

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Michael W. Raguseo
4 Hollins Lane
East Islip, NY 11730
Megan Raguseo
4 Hollins Lane
East Islip, NY 11730

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements.

The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):
77 Brightside Ave

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Megan Raguseo [MEGAN@ENERGYMECHANICALNY.COM]

Dated: 06/08/2026 12:04:21 pm

Title: Vice President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK **COUNTY OF NASSAU** BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM	BID NUMBER 94127-05056-110 Dated: 4/16/26 BID OPENING DATE 5/5/26 11:00 A.M. E.S.T.
	BUYER Anette Sullivan TELEPHONE 516 571 6103	REQUISITION NUMBER na

OFFICE OF PURCHASING
MAY 19 2026
OPENED 11AM

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: Gas Burner Maintenance Rebid

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF _____ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

NC- DPW Various	GUARANTEED DELIVERY DATE 7 DAYS AFTER RECEIPT OF ORDER EMPLOYERS FEDERAL TAX ID NUMBER 46-1563287

TOLL FREE TELEPHONE NUMBER:
BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER Energy Mechanical Inc.
ADDRESS 77 Brightside Ave
CITY Central Islip STATE NY ZIP CODE 11722 TELEPHONE 631 629-3100 718 866-8544
SIGNATURE OF AUTHORIZED INDIVIDUAL
Michael W. Rafuse
PRINT OR TYPE NAME OF SIGNER AND TITLE

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be

fair and without collusion or fraud.

approved by the County Attorney.

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.

7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for ail permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director. Office of Purchasing

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name:

Address:

Telephone No: Fax No:

1. State Whether: A Corporation New York

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ 3/1/24 President

BIDDER **TITLE**

ENERGY
MECHANICAL INC

HEATING | COOLING

Michael W. Raguseo
President
Energy Mechanical Inc

4 Hollins Lane
East Islip, NY 11730
917-471-3755

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
94127-05056-110

QUALIFICATION STATEMENT

BIDDER'S NAME: Energy Mechanical Inc.

ADDRESS: 77 Brightside Ave CI NY 11722

1. STATE WHETHER: CORPORATION N.Y. INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
   PRESIDENT Michael W. Ragusa
   VICE PRESIDENT
   SECRETARY
   TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? yes
   IF SO WHEN?

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 13 years

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? no
   IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED?
   HVAC, Boilers, Controls, Installs, Service Maintenance

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Mike Ragusa	President	30 years	All Aspects	100%

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
   We requested a walkthrough and equipment list
   Certified in all aspects

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** 3/4/26 President **TITLE**

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

Michael W. Ragusa President / Mechanic

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: Town of N. Hempstead
ADDRESS: 470 Old Westbury Rd.
Roslyn Heights, NY 11577
TELEPHONE: 516-467-3539 CONTACT PERSON Vinny Jacco
CONTRACT DATE: 12/1/2021 - Current
Boilers, HVAC maintenance contract, installs

2. REFERENCE'S NAME: Incorporated Village of Garden City
ADDRESS: 351 Stewart Ave
Garden City, NY 11530
TELEPHONE: 516 678 9213 CONTACT PERSON Cassie Reynolds
CONTRACT DATE: 2/1/2023 - Current
Boiler + HVAC maintenance contract.

3. REFERENCE'S NAME: Hempstead Union Free School District
ADDRESS: 185 Peninsula Blvd
Hempstead, NY 11550
TELEPHONE: 516-434-4118 CONTACT PERSON Martin Roman
CONTRACT DATE: 2/1/25 - Current
HVAC / Boiler maintenance.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** President 516 **TITLE**

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ 3/12/24 President

BIDDER **TITLE**

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

Pursuant to General Municipal Law Section 103-g, which generally prohibits the County from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Bidder submits the following certification:

PLEASE CHECK ONE:

☑ By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

OR

☐ I am unable to certify that the Bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: 5/1/24

(Signature of Bidder)

Print Name: Michael W. Rogers

Print Title: President 5/1/24

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** President **TITLE**

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** President **TITLE**

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate , or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition,

construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President 5/16/2
BIDDER **TITLE**

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

1) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
2) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
3) All Participating Employees have completed the acknowledgement required by the Vendor Code of Ethics;
4) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent under this Agreement;
5) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgements as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgements for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
6) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work under this Agreement.

INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

M/WBE, SDVOB and DBE Participation: The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their bid. For more information regarding the County's SDVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M**. LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President 5/16/06
BIDDER **TITLE**

REQUIRED VENDOR DISCLOSURE FORMS

Prior to the bid opening, the following disclosure forms (the "Disclosure Forms") must be submitted in the Nassau County Vendor Portal at

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627:

a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.

b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.

c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form

d. Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

PLEASE NOTE:

- If a bidder has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the bidder must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the bid opening date. The bidder must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration.

Forms Must Be Uploaded in the Portal Prior to Submitting the Bid.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER**

_____ **TITLE**

REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the **Office of Purchasing** in writing prior to the bid opening. The failure of the bidder to notify the **Office of Purchasing**, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the **Office of Purchasing** receives a notification from a bidder of a differing site condition or an inconsistency, ambiguity, omission or error in the Contract documents, the **Office of Purchasing** will, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the **Office of Purchasing** , and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

Please note that all bidder requests for information or clarification must be received by the Authority at least 72 hours prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.

Ordinance # 153-2018

Pursuant to Ordinance # 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

Value of Contract	Administrative Fee
$0-$10,000	$0
Over $10,000-$50,000	$160
Over $50,000-$100,000	$266
Over $100,000	$533

After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to waive the fee.

Ordinance # 72-2014

The bidder declares that they are a registered vendor with the County. All registered vendors must pay a Two Hundred Seventy-Five Dollar ($275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under Ordinance # 72-2014.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President 5/1/25
BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
94127-05056-110

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under Blanket Orders.

INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing **GAS BURNER MAINTENANCE REBID.**
for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

AWARD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

PAYMENT IN DETAIL: Billing shall be rendered in detail, listing parts and materials used, their prices and labor shown in hours and extended rates.

PAYMENT: A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.
**********VENDOR CLAIM CERTIFICATION**********

If a claim voucher is not being submitted, the following certification MUST appear on the invoice:

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

Michael W. Rapasso — 5/1/26
Claimant Name — **Date**

President
By Signature — **Title**

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

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BIDDER SIGN HERE _____ President 5/1/26
BIDDER — **TITLE**

METHOD OF BIDDING: Please submit unit price in the appropriate column.

ADDITIONAL BIDS: The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

TAX PROVISION: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

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BIDDER SIGN HERE _____ President 5/16/24
BIDDER **TITLE**

FIRM PRICES Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase in not granted when requested, the Contractor may elect to continue at the bid prices or given written notice of termination, upon receipt of which the Blanket Purchase Order will be re-bid.

TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

DISCLAIMER
Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

NEW YORK STATE PRICES: Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:
[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President 5/1/25
BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
94127-05056-110

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 1st day of May, 20 26 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: Energy Mechanical Inc.

Address: 77 Brightside Ave

Street: Central Islip NY 11722

City, Town, etc:

Telephone: 718 326 8544 631-628-3100 Title: President

If applicable, responsible Corporate Officer

Name Michael W. Rapuano Title President

Signature: _____ Sign Here

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE MAY RESULT IN AUTOMATIC REJECTION OF THE BID.

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President
BIDDER **TITLE**

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT**, **CROSS-OUTS OR LIFT-OFF TAPE MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 **State Exemption Number: EX 7213062C**

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

EVALUATION:

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President 5/16/24
BIDDER **TITLE**

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he his bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

NON PERFORMANCE

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

PARTS:

Charges for parts used to complete work under this contract are required to be itemized on invoices and may be summarized on claims. The part thus billed should be identified by manufacturer and manufacturer's part number. Such charges for parts will be as enumerated in the PRICING SCHEDULE section above, and all instructions must be complied with in order to receive payment.

In any event, THIS CONTRACT MAY NOT BE USED TO PURCHASE PARTS ONLY

Vendor agrees, if requested, to provide the User Agency, the County Comptroller, or authorized representative of the Office of Purchasing with copies of such manufacturer's list prices.

The Cost Plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

Bidders (Contractors) are hereby advised that to insure and facilitate payment, the following information must accompany the contractor's claim:

Time sheet signed by authorized County personnel. Time sheets shall show travel time, if any, time of arrival, time of departure and hours worked.

Details of parts used

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BIDDER SIGN HERE _____ President J Libs

BIDDER **TITLE**

If parts used are regularly carried in stock and manufacturer's price lists are used to price repair invoices, the contractor should furnish a copy of the price list to the Office of Purchasing. If parts are purchased to complete the repair, photocopies of the invoices must be furnished with the claim. Compliance with the above is necessary in order to expedite payment.

REPLACEMENT PARTS: The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, and must match and inter-member without modification with the equipment and systems indicated.

PRICE LISTS AND DISCOUNTS: Bidders may attach price lists and catalogs indicating discounts available to the County for all other products not listed herein. New items may be added to the price list at the then current price at the same discount schedule during the life of the contract.

PRICE LIST AND CATALOG SERVICE: The successful bidder shall furnish, upon request, price lists and catalogs to agencies authorized to use the Blanket Order which may be awarded under this bid. Photocopies will be accepted in lieu of originals. Two (2) copies of the current price list/catalog must be sent to the Nassau County Office of Purchasing. Failure to keep the Nassau County Office of Purchasing advised of price list/catalog changes may delay the processing of payments.

RECORD RETENTION
Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

Governing Law – Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

Pursuant to State Finance Law §§139-j and 139-k, this Bid includes and imposes certain restrictions on communications between a Governmental Entity and an Offeror/bidder during the procurement process. An Offeror is restricted from making contacts from the earliest posting, on a Governmental Entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with article four-C of the economic development law of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from Offerors intending to result in a Procurement Contract with a Governmental Entity through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, the Office of the State Comptroller ("Restricted Period") to other than the Designated Contacts for the Governmental Procurement unless it is a Contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The Designated Contact(s) for this Governmental Procurement, as of the date hereof, are identified on the first page of this solicitation. County employees also are required to obtain certain information when Contacted during the Restricted Period and make a determination of the responsibility of the Offeror pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offeror is debarred from obtaining governmental Procurement Contracts.

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BIDDER SIGN HERE _____ **BIDDER**

President 3.1.05
TITLE

Further information about these requirements can be found on the County's website. All questions or concerns regarding this Bid must be directed to the designated contact person named on the first page of the bid.

OFFEROR'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(3) and §139-j(6)(b)

Offeror Certification:

Offeror affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

Date: 5/1/2026

Signature: _____

Name: Michael W. Rogers

Title: President

Contractor Name: Energy Mechanical Inc

Contractor Address: 27 Brightside Ave
Central Islip NY 11722

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President
BIDDER TITLE

NY STATE LABOR LAW

If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. "Public Works" and "Building Services" - Definitions

i. Public Works Labor Law Article 8 applies to county contracts for public improvements in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts).

ii. Building Services Labor Law Article 9 applies to Contracts for building service work with the county, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

b. Prevailing Wage Rate Applicable to Bid Submissions A *copy of the applicable prevailing wage rates to be paid or provided are annexed* to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.

c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over $25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.

iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

If this contract is for Building Service Work as defined in Article 9 of the Labor Law, State law prohibits other political subdivisions and districts within the County from making purchases pursuant to this agreement.

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BIDDER SIGN HERE _____ President 5/16/26
BIDDER **TITLE**

The County Living Wage Law, Title 57, Section 3(a)(i), states: employers who provide building services shall pay their employees no less than the living wage, as required by this section, or the prevailing wage, whichever is greater. In future bidding procedures, the requirement should be "vendor must pay the prevailing wage, or the County Living Wage, whichever is greater", or similar language.

Specifications

Gas Burner Maintenance Rebid

Specifications:
Subject to Prevailing Wage As the Title of Licensed Steamfitter

GAS HEATER REPAIR
Bidders should have expertise working on, but not limited to, the following most common brands of boilers, burners and water heaters and associated controls and components.

Burners
- Weishupt
- Powerflame
- Industrial Combustion
- Iron fireman
- Beckett
- Gordon Piatt
- Carlin

Boilers
- Aerco
- Weil Mcclain
- H.B. Smith
- Burnham
- A.L Eastmond
- Lochinvar
- Riverside Hydronics

Water Heaters
- Lochinvar
  A.O. Smith

*****Walk Through on Friday April 24th, @10:30 A.M. Location - Purchasing 1 West Street Mineola, NY 11801.**
There will be approximately 3 locations to see within the area.
Email asullivan1@nassaucountyny.gov by April 22th if you are planning to attend.

ITEM

1. LABOR – REGULAR HOURLY RATE
   DURING NORMAL WORK HOURS; MONDAY THRU FRIDAY, 7:00AM-3:30PM
   NO MINUMUM CHARGE

   A) LICENSED STEAMFITTER $ 111.50 PER HOUR

2. LABOR – EACH ADDITIONAL ¼ HOUR

   DURING NORMAL WORK HOURS; MONDAY THRU FRIDAY, 7:00AM-3:30PM

   A) LICENSED STEAMFITTER $ 27.86 PER ¼ HOUR

3. LABOR – OVERTIME RATES
   MONDAY THRU FRIDAY, AFTER 3:30PM OR BEFORE 7:00AM
   OR ANYTIME ON SATURDAY OR SUNDAY
   NO MINIMUM CHARGE

   A) LICENSED STEAMFITTER $ 184.00 PER HOUR

4. LABOR – OVERTIME, EACH ADDITIONAL ¼ HOUR
   MONDAY THRU FRIDAY, AFTER 3:30PM OR BEFORE 7:00AM
   OR ANYTIME ON SATURDAY OR SUNDAY

   A) LICENSED STEAMFITTER $ 46.00 PER ¼ HOUR

5. A) PARTS: MANUFACTURERS PRICE LIST (MLP) LESS 0 %
   B) COST PLUS 5 %

6. A) RIGGING EQUIPMENT AND OPERATOR COST PLUS 10 %
   B) EQUIPMENT RENTAL COST PLUS 10 %
   C) SUBCONTRACTOR COST PLUS 10 %

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BIDDER SIGN HERE _____ **BIDDER**

President 3/16/25
TITLE

SPECIFICATIONS:
PLAN B (T&M) – PER CALL BASIS

GAS FIRED BURNERS & SPACE HEATERS: (COMMERCIAL & INDUSTRIAL) OF VARIOUS MAKES, MODELS, & MANUFACTURERS, LOCATED IN VARIOUS COUNTY FACILITIES & LOCATIONS, AND TO BE IN ACCORANCE WITH ALL GENERAL CONDITIONS, SPECS, AND TERMS HEREIN.

IF A REPAIR IS ESTIMATED TO EXCEED THE SUM OF ONE THOUSAND DOLLARS ($1,000.00), THE CONTRACTOR WILL SUBMIT TO THE REQUIRING AGENCY IN WRITING THE APPROXIMATE TOTAL COST REFLECTING LABOR & MATERIAL, FOR APPROVAL PRIOR TO PERFORMING ANY WORK ON THE SUBJECT EQUIPMENT. CLAIM OF CONTRACTOR WILL REFLECT THE NAME OF THE PERSON AUTHORING SUCH WORK.

ALL WORK TO BE PERFORMED WILL BE CORRELATED THOUGH A DESIGNATED REPRESENTATIVE OF THE USING AGENCY AND WILL BE SUBJECT TO INSPECTION AND SIGNED APPROVAL BY THE USING AGENCY.

LIABILITY FOR DAMAGE CAUSED BY EITHER COMMISSION OR OMISSION OF ACTS SHALL LIE WITH THE CONTRACTOR AND WILL BE THEIR OBLIGATION TO CORRECT UNDER THE TERMS OF THIS CONTRACT.

ANY OVERTIME MUST BE APPROVED BY AN AUTHORIZED REP OF THE USING AGENCY PRIOR TO SUCH WORK. CLAIM OF CONTRACTOR WILL REFLECT THE NAME OF PERSON AUTHORIZING THE OT WORK.

ANY OT OF A LICENSED STEAMFITTER MUST HAVE PRIOR APPROVAL BY AN AUTHORIZED REP OF THE USING AGENCY. THE CLAIM MUST INCLUDE THE NAME OF THE PERSON AUTHORIZING THE LICENSED STEAMFITTER.

VENDOR WILL SEND ONE TECHNICIAN UNLESS SPECIFIED BY AND/OR AGREED UPON BY THE COUNTY REPRESENTATIVE PRIOR TO COMMENCEMENT OF WORK.

VENDOR MUST BE ABLE TO WORK AT MULTIPLE SITES AT THE SAME TIME.

VENDOR MUST HAVE A MIN OF TWO (2) STOCKED WORK VEHICLES THAT ARE SUBJECT TO INSPECTION BY THE COUNTY.

REGULAR WORK CALLS SHALL HAVE A RESPONSE TIME OF NO MORE THAN ONE DAY.

EMERGENCY CALLS SHALL HAVE A RESPONSE TIME OF NO MORE THEN TWO HOURS.

ON ALL JOBS PERFORMED BY THE VENDOR, JOB LOCATION SHALL BE RESTORED TO A SAFE AND AESTHETICALLY ACCEPTABLE CONDITION PRIOR TO DEPARTURE.

WARRANTY PERIOD:
PARTS: ~~DAYS~~ 1 year or per manufacturers
LABOR: ~~DAYS~~ 1year from date of service / install depending on equipment

**** If available submit the price list on a flash dive with the bid.

Annual Estimated usage is $350,000

ADDITIONAL SERVICES FOR SIMILAR ITEMS CAN BE ADDED WITH A QUOTE AND AN AMENDMENT

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President 7/16/25
BIDDER **TITLE**

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President 3/1/24
BIDDER TITLE

Melissa Gallucci
Commissioner of Shared Services

OFFICE OF PURCHASING
1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263

AMENDMENT NO. 1 5/5/26

FORMAL SEALED BID NO. 94127-05056-110

FOR: Gas Burner Maintenance Rebid

ISSUED: 04/16/26
OPENING: 05/05/26

TO ALL BIDDERS:

Bid Deadline postponed to May 19 @ 11 AM.

All other terms and conditions of this bid remain the same

OFFICE OF PURCHASING

Claudia Colasurdo
Technical Coordinator

Sign & Date_____.

FORMAL BID RECOMMENDATION

BID NUMBER 94127-05056-110 OPEN 05/05/26 TITLE Gas Burner Maintenance
DATE: 06/5/26 TO: **BUYER –Anette Sullivan** FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.

FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: 06/05/26 To: Supervisor Sullivan From: Anette

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 6/10/26

To: Buyer From: Director

☒ Approved for Award

☐ Hold award pending discussion

☒ Subject to Legislature Approval

Director

Item	Bid Results Bidder
	Recommend an award be made to
	Energy Mechanical Inc as the lowest bidder.

OFFICE OF PURCHASING

SUMMARY OF BIDS
OPENED: May 5, 2026 AT 11:00 A.M. PP 5/19/2026 (IF NO BIDS, LET BID CLOSE OUT)
BID NO: 94127-05056-110
REQ. NO: N/A
TITLE: Gas Burner Maintenance Rebid

ITEM #	ARTICLE	Qty.	UNIT	ENERGY MECHANICAL, INC. 1	2	3	4	5	6	7	8	DETAILS OF AWARD TO NO.	AMOUNT
1A	LICENSED STEAMFITTER	Hr.	$	111.50									
LABOR – EACH ADDITIONAL ¼ HOUR DURING NORMAL WORK HOURS; MONDAY THRU FRIDAY, 7:00AM-3:30PM													
2A	LICENSED STEAMFITTER	1/4 Hr.	$	27.86									
LABOR – OVERTIME RATES MONDAY THRU FRIDAY, AFTER 3:30PM OR BEFORE 7:00AM OR ANYTIME ON SATURDAY OR SUNDAY NO MINIMUM CHARGE													
3A	LICENSED STEAMFITTER	Hr.	$	184.00									
LABOR – OVERTIME, EACH ADDITIONAL ¼ HOUR MONDAY THRU FRIDAY, AFTER 3:30PM OR BEFORE 7:00AM OR ANYTIME ON SATURDAY OR SUNDAY													
4A	LICENSED STEAMFITTER	1/4 Hr.	$	46.00									
5A	PARTS: MANUFACTURERS PRICE LIST (MLP) LESS		%	0%									
5B	COST PLUS		%	15%									
6A	RIGGING EQUIPMENT AND OPERATOR COST PLUS		%	10%									
6B	EQUIPMENT RENTAL COST PLUS		%	10%									
6C	SUBCONTRACTOR COST PLUS		%	10%									
PRPARED BY			**TERMS**	NET	NET	NET	NET	NET	NET	NET	NET		

Kimberly Stanton hereby certifies that the bids listed above were opened at the time and place specified therein and that the above is a correct transcription from all original bids received.

Date 5/19/26 _____

PUBLIC BID OFFICER

COUNTY OF NASSAU
SHARED SERVICES
1 WEST STREET
MINEOLA, NEW YORK 11501-4894

To: File

From: Anette Sullivan, Buyer

Re: Low Vendor Response – Gas Burner Maintenance Bid

The solicitation was posted on the solicitation board and advertised in the New York Post and New York State Contract Reporter. Two vendors viewed the solicitation. All vendors that viewed the solicitation were contacted as a reminder of the bid opening date. The bid was advertised from 4/16/26-5/19/26 to encourage participation. We received only one bid. We also included a list of equipment and offered a walk through in the bid. Please note this was rebid, and it did not result in additional competition.

NASSAU COUNTY OFFICE OF SHARED SERVICES
1 WEST STREET
MINEOLA, NY 11501

CALL LOG

June 16, 2026

SOLICITATION NO.: 94127-05056-110
CONTRACT TITLE: Gas Burner Maintenance Rebid
BID START DATE: 04/16/2026 08:00 AM
BID DUE DATE: 05/19/2026 11:00 AM

Vendor	Date Solicitation Viewed	Contact Name (Vendor)	Phone	Email	Plans To Bid	Reason For Not Bidding
Elite Textile Trading LLC	04/16/2026	Huasong Yin	(949) 899-0101	ELITE@ELITETEX.US		No response
Energy Mechanical Inc	04/29/2026	Megan Raguseo	(718) 866-8544	MEGAN@ENERGYMECHANICALNY.COM	Yes	
Genesis One Group LLC	05/15/2026	Rita Kouassi	(929) 445-0064	RKOUASSI52@GMAIL.COM		
vPrime Tech Inc	04/30/2026	Jan Ghalib	(833) 333-1314	VPRIME@VPRIMETECH.COM		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Margherita Walkowiak	
AssuredPartners Northeast, LLC. 100 Baylis Road Suite 300 Melville NY 11747	PHONE (A/C, No, Ext): (631) 465-4000	FAX (A/C, No): (631) 465-4005
	E-MAIL ADDRESS: margherita.walkowiak@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : StarStone National Insurance Co.	25496
INSURED Energy Mechanical Inc. 77 Brightside Avenue Central Islip NY 11722	INSURER B : State Insurance Fund - NY	
	INSURER C : ShelterPoint Life Insurance Company	81434
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL25122358057 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			MPGR399404	01/06/2026	01/06/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			BAGR399404	01/06/2026	01/06/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured/Underinsured	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			XSGR399404	01/06/2026	01/06/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Z25748062	04/01/2025	04/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	NYS Disability			D404560	03/08/2025	03/08/2026	Policy Limit	Statutory

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Nassau is included as additional insured on a primary & non-contributory basis as required by written contract. With respect to General Liability, the certificate holder is included as additional insured for ongoing and completed operations.

CERTIFICATE HOLDER

County of Nassau
1 West Street
Mineola NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Nassau County Shared Services,
Office of Purchasing

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

Staff Summary A-54-2026

Subject: Oil Burner Maintenance Rebid S/B #94127-05056-109	Date: June 5,2026
Department: Department of Shared Services Office of Purchasing	Vendor Name: Energy Mechanical Inc.
Department Head Name: Melissa Gallucci	Contract Number: A-54-2026
Department Head Signature Melissa Gallucci	Contract Manager Name: Anette Sullivan, Buyer

Internal Approvals

Date & Init.	Approval	Date & Init.	Approval
7/15/2026	Chief Procurement Officer	9/2/26	Budget
7/20/26 SES	County Attorney	9/2/26	County Executive
7/20/26	Insurance		

Significant Adverse Information Identified? Yes / No **X** (If Yes, attach memo.)

Narrative

Purpose: To authorize and award a blanket purchase order for: oil burner maintenance for various Nassau County agencies.

Discussion: This solicitation was advertised in The NY Post, the New York State Contract Reporter and posted to the Nassau County Bid Solicitation Board. Minority Affairs was notified of this solicitation.

Vendors Viewed the solicitation: 2	**Vendors bid on this solicitation: 1**
Woman owned business	Woman owned business
Minority (African/American)	Minority (African/American)
2 Small Business	1 Small Business
Service Disabled (Veteran) owned	Service Disabled (Veteran) Owned
Veteran Owned Business	Veteran Owned Business
None of the Above	None of the Above

The identified lowest responsible bidder: Energy Mechanical Inc., is listed as a small business.

Impact on Funding/Term: The maximum amount authorized under this blanket purchase order, including any renewal options that may be exercised by the Commissioner of Shared Services shall be One Million Seven Hundred Fifty Thousand Dollars ($1,750,000.00) from General Funds & Capital Funds (PWGEN0640 DE500 & PWCAPCAP 00004). The term of this blanket purchase order shall be for a period of one (1) year from the effective date, with the Commissioner of Shared Services option to renew up to an additional four (4) one (1) year periods and additional two (2) month period, for a total term of five (5) years and two(2) months.

Recommendation: Department of Shared Services, Office of Purchasing, recommends an award be given to Energy Mechanical Inc., as the lowest responsible bidder meeting specifications.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-54-2026**

FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: June 5, 2026

SUBJECT: RESOLUTION– VARIOUS NASSAU COUNTY AGENCIES

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE AMOUNT OF ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($1,750,000.00) ON BEHALF OF VARIOUS NASSAU COUNTY AGENCIES TO ENERGY MECHANICAL INC. FOR OIL BURNER MAINTENANCE.

.

THE ABOVE-DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

Melissa Gallucci

MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

KS
ENCL: (1) STAFF SUMMARY
(2) MEMO
(3) RESOLUTION
(4) DISCLOSURE STATEMENT
(5) BID PROPOSAL
(6) RECOMMENDATION OF AWARD
(7) BID TABULATION
(8) CERTIFICATE OF LIABILITY INSURANCE

RULES RESOLUTION 2026

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF VARIOUS NASSAU COUNTY AGENCIES, AND ENERGY MECHANICAL INC.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 94127-05056-109 for oil burner maintenance for various Nassau County agencies, as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that, Energy Mechanical Inc. submitted the lowest responsible bid and meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Blanket Purchase Order with Energy Mechanical Inc.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Megan Raguseo [MEGAN@ENERGYMECHANICALNY.COM]

Dated: 06/29/2026 11:15:38 am

Vendor: Energy Mechanical Inc

Title: Vice President

Rev. 3-2016

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 06/08/2026

1) Proposer's Legal Name: Energy Mechanical Inc

2) Address of Place of Business: 77 Brightside Avenue

City: Central Islip State/Province/ Territory: NY Zip/Postal Code: 11722

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/ Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: 075000895

5) Federal I.D. Number: 451563287

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."
(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No Conflict Exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No Conflict Exist

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No Conflict Exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
Should a conflict arise we would notify the county and adhere to their guidelines

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

12/12/2013

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Michael W. Raguseo
Megan L. Raguseo

iii) Name, address and position of all officers and directors of the company. If none, explain.

Michael Raguseo
4 Hollins Lane
East Islip, NY 11730
Megan L. Raguseo
4 Hollins Lane
East Islip, NY 11730

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

22

vi) Annual revenue of firm;

4500000

vii) Summary of relevant accomplishments

We have been in business for 14 years in all aspects of HVAC, controls and mechanicals

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

30

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Energy Mechanical Inc is a full service HVAC and Boiler company with 30 years expereince. We are factory certified by all major boiler companies. We are a 638 Union shop. All employees are OSHA 30 certified with continuous training

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Town Of North Hempstead		
Contact Person	Kristen Seleski		
Address	285 Denton Ave		
City	New Hyde Park	State/Province/Territory	NY
Country	US		
Telephone	(516) 739-6710		
Fax #			

E-Mail Address	seleskik@northhempsteadny.gov		
Company	Incorporated Village of Garden City		
Contact Person	Andrew Tock		
Address	351 Stewart Ave		
City	Garden City	State/Province/Territory	NY
Country	US		
Telephone	(516) 465-4008		
Fax #			
E-Mail Address	atock@gardencityny.net		
Company	Village Of Rockville Centre		
Contact Person	Patrick O'Brien		
Address	110 Maple Ave		
City	Rockville Centre	State/Province/Territory	NY
Country	US		
Telephone	(516) 678-9249		
Fax #			
E-Mail Address	POBrien@rvcny.us		

I, Megan Raguseo , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Megan Raguseo , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Energy Mechanical Inc

Electronically signed and certified at the date and time indicated by:
Megan Raguseo MEGAN@ENERGYMECHANICALNY.COM

vice president
Title

06/08/2026
Date

ENERGY
MECHANICAL INC

Licenses

Suffolk County Department of Labor, Licensing & Consumer Affairs

VETERANS MEMORIAL HIGHWAY * HAUPPAUGE, NEW YORK 11788

DATE ISSUED: 08/23/2023 No. MP-68254

SUFFOLK COUNTY

Master Plumber License

This is to certify that **Michael W Raguseo**

doing business as **Energy Mechanical Inc**

having given satisfactory evidence of competency, is hereby licensed as MASTER PLUMBER in accordance with and subject to the provisions of applicable laws, rules and regulations of the County of Suffolk, State of New York.

NOT VALID WITHOUT DEPARTMENTAL SEAL AND A CURRENT CONSUMER AFFAIRS ID CARD

Additional Businesses

Rosalie Drago

Commissioner

Suffolk County Government

Department of Consumer Affairs



License and Complaint Violation Look Up

Use the form below to search for License and Complaint Violation information. Please note: Specific License Type search will only show license data, no complaint or violation data. If you need more information, please contact us.

License Number:

First Name:

Michael

Last Name:

Raguseo

Business Name:

Phone Number (10 digit numbers only):

Address:

City:

Zip Code:

Search for a Specific License Type/Complaint:

<None>

Search for a Specific Business Designation:

<None>

Search

Clear Form

Export Data

License Information (10 results)

Index	License ID	Last Name	First Name	Business Name and Website	Address	Phone	Email	Category	Status	Date Issued	Date Expire
1	MP-68254	Raguseo	Michael	Energy Mechanical Inc	77 Brightside Avenue, Central Islip, NY 11722	6316293100	mike@energymechanicalny.com		Active	2023-08-23	2027-08-01
2	RP-64673	Raguseo	Michael	Energy Mechanical Inc	77 Brightside Avenue, Central Islip, NY 11735	7188668544	megan@energymechanicalny.com	Burner Service	Expired	2021-02-08	2025-02-01
3	RP-64660	Raguseo	Michael	Energy Mechanical Inc	77 Brightside Avenue, Central Islip, NY 11722	7188668544	megan@energymechanicalny.com	Natural Gas	Expired	2021-02-08	2025-02-01
4	RP-64659	Raguseo	Michael	Energy Mechanical Inc	77 Brightside Avenue, Central Islip, NY 11722	7188668544	megan@energymechanicalny.com	HVAC	Expired	2021-02-08	2025-02-01
5	RE-64488	Raguseo	Michael	Energy Mechanical Inc	77 Brightside Avenue, Central Islip, NY 11735	7188668544	megan@energymechanicalny.com	Burner Service	Active	2021-02-08	2027-02-01
6	RE-64487	Raguseo	Michael	Energy Mechanical Inc	77 Brightside Avenue, Central Islip, NY 11722	7188668544	megan@energymecahnicalny.com	HVAC	Active	2021-02-08	2027-02-01

License Information
(10 results)

Index: 1
License ID: MP-68254
Name: Michael Raguseo
Business Name: Energy Mechanical Inc
Website:
Address: 77 Brightside Avenue, Central Islip, NY 11722
Phone Number: 6316293100
Email: mike@energymechanicalny.com
Category:
License Status: Active
Date Issued: 2023-08-23
Date Expire: 2027-08-01

Index: 2
License ID: RP-64673
Name: Michael Raguseo
Business Name: Energy Mechanical Inc
Website:
Address: 77 Brightside Avenue, Central Islip, NY 11735

Phone Number: 7188668544
Email: megan@energymechanicalny.com

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PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Megan L Raguseo
   Date of birth: 12/26/1975
   Home address: 4 Hollins Lane
   City: East Islip State/Province/ Territory: NY Zip/Postal Code: 11730
   Country: US

   Business Address: 77 Brightside Avenue
   City: Central Islip State/Province/ Territory: NY Zip/Postal Code: 11722
   Country US
   Telephone: 7188668544

   Other present address(es):
   City: Central Islip State/Province/ Territory: NY Zip/Postal Code: 11722
   Country: US
   Telephone: 6316293100

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	12/12/2013
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   49%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Megan Raguseo , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Megan Raguseo , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Energy Mechanical Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Megan Raguseo MEGAN@ENERGYMECHANICALNY.COM

vice president

Title

06/08/2026 12:02:48 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Michael W. Raguseo
   Date of birth: 10/11/1974
   Home address: 4 Hollins Lane
   City: East Islip State/Province/ Territory: NY Zip/Postal Code: 11730
   Country: US

   Business Address: 77 Brightside Avenue
   City: Central Islip State/Province/ Territory: NY Zip/Postal Code: 11722
   Country US
   Telephone: 7188668544

   Other present address(es): 77 Brightside Avenue
   City: Central Islip State/Province/ Territory: NY Zip/Postal Code: 11722
   Country: US
   Telephone: 6316293100

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	12/12/2012	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   51%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

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   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Mike Raguseo , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Mike Raguseo , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Energy Mechanical Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Mike Raguseo MIKE@ENERGYMECHANICALNY.COM

President

Title

06/08/2026 11:38:54 am

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Energy Mechanical Inc

Address: 77 Brightside Avenue

City: Central Islip State/Province/Territory: NY Zip/Postal Code: 11722

Country: US

2. Entity's Vendor Identification Number: 461563287

3. Type of Business: Closely Held Corp (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Michael W. Raguseo
4 Hollins Lane
East Islip, NY 11730
Megan Raguseo
4 Hollins Lane
East Islip, NY 11730

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements.

The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

77 Brightside Ave

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Megan Raguseo [MEGAN@ENERGYMECHANICALNY.COM]

Dated: 06/08/2026 12:04:21 pm

Title: Vice President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501
OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM

BID NUMBER
94127-05056-109

Dated:
4/16/26

BID OPENING DATE
5/5/26
11:00 A.M EST

BUYER	TELEPHONE	REQUISITION NUMBER
Anette Sullivan	516 571 6103	na

OFFICE OF PURCHASING
MAY 19 2026
OPENED 11AM

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: Oil Burner Maintenance Rebid

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF _____ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

NC- DPW Various Locations

GUARANTEED DELIVERY DATE
7 DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER
46-1563287

TOLL FREE TELEPHONE NUMBER:
BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER Energy Mechanical Inc.
ADDRESS 77 Briarpatch Ave
CITY Central Islip STATE NY ZIP CODE 11722 TELEPHONE 631 629-3100
SIGNATURE OF AUTHORIZED INDIVIDUAL
PRINT OR TYPE NAME OF SIGNER AND TITLE Michael W. Rafuse

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be

fair and without collusion or fraud.

approved by the County Attorney.

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.

7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for ail permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director. Office of Purchasing

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: Energy Mechanical Inc.

Address: 77 Brightside Ave Central Islip 11722

Telephone No: 631 629 3100 Fax No: 718 866 8544

1. State Whether: (A Corporation) New York

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY. *IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** Title President **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
94127-05056-109

QUALIFICATION STATEMENT

BIDDER'S NAME: Energy mechanical Inc

ADDRESS: 77 Brightside Ave Central Islip 11722

1. STATE WHETHER: (CORPORATION) NY INDIVIDUAL _____ PARTNERSHIP ____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
   PRESIDENT Michael W. Ragusso
   VICE PRESIDENT
   SECRETARY
   TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? yes
   IF SO WHEN?

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 13 years

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? No
   IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED?
   HVAC, Boilers, Controls, Installs, Service, Maintenance

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Mike Ragusso	President	30 years	All Aspects	100%

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
   We requested a walk through and equipment list
   Certified in all aspects.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** 5/1/26 President **TITLE**

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

Michael W. Raposeo - President / Mechanic

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: Hempstead Union Free School District
ADDRESS: 185 Penninula Blvd.
Hempstead, NY 11550
TELEPHONE: 516 434-4118 CONTACT PERSON Martin Roman
CONTRACT DATE: 8/1/25 - Current 3 year contract
HVAC + Boiler maintenance + Repairs

2. REFERENCE'S NAME: Incorporated Village of Garden City
ADDRESS: 351 Stewart Ave
Garden City NY 11520
TELEPHONE: 516 678 9213 CONTACT PERSON Cassie Reynolds
CONTRACT DATE: 12/1/2022 - Current
Boiler / HVAC maintenance + repairs. Contract

3. REFERENCE'S NAME: Town of N. Hempstead.
ADDRESS: 470 Old Westbury Road
Roslyn Heights, NY 11577
TELEPHONE: 516 467 9538 CONTACT PERSON Vinny Jacco
CONTRACT DATE: 12-1-2021 - Current
Boiler + HVAC maintenance + Repair Contract

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** President 5/1/25 **TITLE**

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President 5/1/24

BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
94127-05056-109

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

Pursuant to General Municipal Law Section 103-g, which generally prohibits the County from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Bidder submits the following certification:

PLEASE CHECK ONE:

☑ By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

OR

☐ I am unable to certify that the Bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: 5/1/26

(Signature of Bidder)

Print Name: Michael W. Rapuzzi

Print Title: President 5/1/26

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

President 5/1/26 TITLE

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President 5/1/24
BIDDER **TITLE**

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate , or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition,

construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President 5/6/15
BIDDER **TITLE**

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

1) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
2) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
3) All Participating Employees have completed the acknowledgement required by the Vendor Code of Ethics;
4) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent under this Agreement;
5) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgements as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgements for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
6) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work under this Agreement.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President 3/16/21
BIDDER **TITLE**

INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

M/WBE, SDVOB and DBE Participation: The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their bid. For more information regarding the County's SDVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY**. **THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M**. LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President 5/16
BIDDER **TITLE**

REQUIRED VENDOR DISCLOSURE FORMS

Prior to the bid opening, the following disclosure forms (the "Disclosure Forms") must be submitted in the Nassau County Vendor Portal at

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627:

a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.

b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.

c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form

d. Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

PLEASE NOTE:

- If a bidder has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the bidder must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the bid opening date. The bidder must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration.

Forms Must Be Uploaded in the Portal Prior to Submitting the Bid.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President 5/16/24
BIDDER **TITLE**

REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the **Office of Purchasing** in writing prior to the bid opening. The failure of the bidder to notify the **Office of Purchasing**, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the **Office of Purchasing** receives a notification from a bidder of a differing site condition or an inconsistency, ambiguity, omission or error in the Contract documents, the **Office of Purchasing** will, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the **Office of Purchasing** , and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

Please note that all bidder requests for information or clarification must be received by the Authority at least 72 hours prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.

Ordinance # 153-2018

Pursuant to Ordinance # 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

Value of Contract	Administrative Fee
$0-$10,000	$0
Over $10,000-$50,000	$160
Over $50,000-$100,000	$266
Over $100,000	$533

After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to waive the fee.

Ordinance # 72-2014

The bidder declares that they are a registered vendor with the County. All registered vendors must pay a Two Hundred Seventy-Five Dollar ($275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under Ordinance # 72-2014.

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
94127-05056-109

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under Blanket Orders.

INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing **OIL BURNER MAINTENANCE REBID.**
for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

AWARD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

PAYMENT IN DETAIL: Billing shall be rendered in detail, listing parts and materials used, their prices and labor shown in hours and extended rates.

PAYMENT: A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.
****************************VENDOR CLAIM CERTIFICATION*************************

If a claim voucher is not being submitted, the following certification MUST appear on the invoice:

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

Michael W. Rapuano — **Claimant Name**
5/1/26 — **Date**
By Signature
President — **Title**

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER**
President 5/1/26 — **TITLE**

METHOD OF BIDDING: Please submit unit price in the appropriate column.

ADDITIONAL BIDS: The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

TAX PROVISION: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President 3/16
BIDDER **TITLE**

FIRM PRICES Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase in not granted when requested, the Contractor may elect to continue at the bid prices or given written notice of termination, upon receipt of which the Blanket Purchase Order will be re-bid.

TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

DISCLAIMER
Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

NEW YORK STATE PRICES: Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:
[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President 5/16/2
BIDDER **TITLE**

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York

MEGAN L. RAGUSEO
Notary Public, State of New York
No. 01RA6204711
Qualified in Suffolk and Nassau County
Commission Expires 04/20/2029

this 1st day of May 2024 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: Energy Mechanical Inc.

Address: 77 Brightside Ave

Street: Central Islip NY 11722

City, Town, etc:

Telephone: 718 366 3544 / 631 629 3100 Title: President

If applicable, responsible Corporate Officer

Name Michael W. Ragusco Title President

Signature: _____ Sign Here

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE MAY RESULT IN AUTOMATIC REJECTION OF THE BID.

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President
BIDDER **TITLE**

ENERGY
MECHANICAL INC

HEATING | COOLING

Michael W. Raguseo
President
Energy Mechanical Inc

4 Hollins Lane
East Islip, NY 11730
917-471-3755

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT**, **CROSS-OUTS OR LIFT-OFF TAPE MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 **State Exemption Number: EX 7213062C**

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

EVALUATION:

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President
BIDDER **TITLE**

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he his bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

NON PERFORMANCE

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

PARTS:

Charges for parts used to complete work under this contract are required to be itemized on invoices and may be summarized on claims. The part thus billed should be identified by manufacturer and manufacturer's part number. Such charges for parts will be as enumerated in the PRICING SCHEDULE section above, and all instructions must be complied with in order to receive payment.

In any event, THIS CONTRACT MAY NOT BE USED TO PURCHASE PARTS ONLY

Vendor agrees, if requested, to provide the User Agency, the County Comptroller, or authorized representative of the Office of Purchasing with copies of such manufacturer's list prices.

The Cost Plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

Bidders (Contractors) are hereby advised that to insure and facilitate payment, the following information must accompany the contractor's claim:

Time sheet signed by authorized County personnel. Time sheets shall show travel time, if any, time of arrival, time of departure and hours worked.

Details of parts used

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President 5/16/25
BIDDER **TITLE**

If parts used are regularly carried in stock and manufacturer's price lists are used to price repair invoices, the contractor should furnish a copy of the price list to the Office of Purchasing. If parts are purchased to complete the repair, photocopies of the invoices must be furnished with the claim. Compliance with the above is necessary in order to expedite payment.

REPLACEMENT PARTS: The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, and must match and inter-member without modification with the equipment and systems indicated.

PRICE LISTS AND DISCOUNTS: Bidders may attach price lists and catalogs indicating discounts available to the County for all other products not listed herein. New items may be added to the price list at the then current price at the same discount schedule during the life of the contract.

PRICE LIST AND CATALOG SERVICE: The successful bidder shall furnish, upon request, price lists and catalogs to agencies authorized to use the Blanket Order which may be awarded under this bid. Photocopies will be accepted in lieu of originals. Two (2) copies of the current price list/catalog must be sent to the Nassau County Office of Purchasing. Failure to keep the Nassau County Office of Purchasing advised of price list/catalog changes may delay the processing of payments.

RECORD RETENTION
Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

Governing Law – Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

Pursuant to State Finance Law §§139-j and 139-k, this Bid includes and imposes certain restrictions on communications between a Governmental Entity and an Offeror/bidder during the procurement process. An Offeror is restricted from making contacts from the earliest posting, on a Governmental Entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with article four-C of the economic development law of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from Offerors intending to result in a Procurement Contract with a Governmental Entity through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, the Office of the State Comptroller ("Restricted Period") to other than the Designated Contacts for the Governmental Procurement unless it is a Contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The Designated Contact(s) for this Governmental Procurement, as of the date hereof, are identified on the first page of this solicitation. County employees also are required to obtain certain information when Contacted during the Restricted Period and make a determination of the responsibility of the Offeror pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offeror is debarred from obtaining governmental Procurement Contracts.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President 3/1/05
BIDDER **TITLE**

Further information about these requirements can be found on the County's website. All questions or concerns regarding this Bid must be directed to the designated contact person named on the first page of the bid.

OFFEROR'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(3) and §139-j(6)(b)

Offeror Certification:

Offeror affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

Date: 5/1/24

Signature: _____

Name: Michael W. Rapuano

Title: President

Contractor Name: Energy Mechanical Inc.

Contractor Address: 77 Brightside Ave
Central Islip NY 11722

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President 5/1/24
BIDDER TITLE

NY STATE LABOR LAW

If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. "Public Works" and "Building Services" - Definitions

i. Public Works Labor Law Article 8 applies to county contracts for public improvements in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts).

ii. Building Services Labor Law Article 9 applies to Contracts for building service work with the county, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

b. Prevailing Wage Rate Applicable to Bid Submissions A *copy of the applicable prevailing wage rates to be paid or provided are annexed* to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.

c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over $25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.

iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

If this contract is for Building Service Work as defined in Article 9 of the Labor Law, State law prohibits other political subdivisions and districts within the County from making purchases pursuant to this agreement.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President 5/16
BIDDER **TITLE**

The County Living Wage Law, Title 57, Section 3(a)(i), states: employers who provide building services shall pay their employees no less than the living wage, as required by this section, or the prevailing wage, whichever is greater. In future bidding procedures, the requirement should be "vendor must pay the prevailing wage, or the County Living Wage, whichever is greater", or similar language.

Specifications

Oil Burner Maintenance Rebid

Specifications:

Subject to Prevailing Wage As the Title of Licensed Steamfitter

OIL BURNER AND HEATING EQUIPMENT REPAIR SERVICE

Bidders should have expertise working on, but not limited to, the following most common brands of boilers, burners and water heaters and associated controls and components.

Burners

- Weishupt
- Powerflame
- Industrial Combustion
- Iron fireman
- Beckett
- Gordon Piatt
- Carlin

Boilers

- Aerco
- Weil Mcclain
- H.B. Smith
- Burnham
- A.L Eastmond
- Lochinvar
- Riverside Hydronics

Water Heaters

- Lochinvar
  A.O. Smith

*****Walk Through on Friday April 24th, @10:30 A.M. Location - Purchasing 1 West Street Mineola, NY 11801.**
There will be approximately 3 locations to see within the area.
Email asullivan1@nassaucountyny.gov by April 22, if you are planning to attend.

ITEM

1. LABOR – REGULAR HOURLY RATE
   DURING NORMAL WORK HOURS; MONDAY THRU FRIDAY, 7:00AM-3:30PM
   NO MINUMUM CHARGE

   A) LICENSED STEAMFITTER $ 111.50 PER HOUR

2. LABOR – EACH ADDITIONAL ¼ HOUR
   DURING NORMAL WORK HOURS; MONDAY THRU FRIDAY, 7:00AM-3:30PM

   A) LICENSED STEAMFITTER $ 27.86 PER ¼ HOUR

3. LABOR – OVERTIME RATES
   MONDAY THRU FRIDAY, AFTER 3:30PM OR BEFORE 7:00AM
   OR ANYTIME ON SATURDAY OR SUNDAY
   NO MINIMUM CHARGE

   A) LICENSED STEAMFITTER $ 184.00 PER HOUR

4. LABOR – OVERTIME, EACH ADDITIONAL ¼ HOUR
   MONDAY THRU FRIDAY, AFTER 3:30PM OR BEFORE 7:00AM
   OR ANYTIME ON SATURDAY OR SUNDAY

   A) LICENSED STEAMFITTER $ 46.00 PER ¼ HOUR

5. A) PARTS: MANUFACTURERS PRICE LIST (MLP) LESS 0 %
   B) COST PLUS 15 %

6. A) RIGGING EQUIPMENT AND OPERATOR COST PLUS 10 %
   B) EQUIPMENT RENTAL COST PLUS 10 %
   C) SUBCONTRACTOR COST PLUS 10 %

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President 5/1/24
BIDDER **TITLE**

SPECIFICATIONS:

DEMAND SERVICE: (T&M PER CALL BASIS) FOR:

REPAIR/SERVICE ALTERATIONS OR MODIFICATIONS OF OIL BURNING AND HEATING EQUIPMENT/SYSTEMS USING #2 FUEL OIL.

EQUIPMENT/SYSTEMS SHALL BE OF VARIOUS MAKES, MODELS, & MANUFACTURERS WITH THEIR RELATED COMPONENTS & ACCESSORIES LOCATED AT VARIOUS NASSAU COUNTY LOCATIONS & TO BE IN ACCORDANCE WITH ALL GENERAL CONDITIONS, TERMS, SPECS & PRICE SCHEDULES HEREIN:

THE CONTRACTOR SHALL NOTIFY & RECEIVE APPROVAL FROM THE COUNTY PRIOR TO SHUTTING DOWN ANY PRIMARY EQUIPMENT INCIDENTAL TO THE SERVICING OF THE HEATING SYSTEMS.

WHEN MACHINES HAVE LUBRICANT RESERVOIRS, THE CONTRACTOR SHALL FURNISH SUFFICIENT LUBRICANT FOR PROPER OPERATION.

IF THE CONTRACTOR CHARGES THE USING AGENCY FOR CONSUMABLE ITEMS I.E. GREASE, PIPE DOPE, WD40, DEGREASER, CLEANERS, ETC., THEN THE CONTRACTOR MUST LEAVE THE REST OF THE MATERIAL WITH THE COUNTY AGENCY. FAILURE TO ADHERE TO THIS REQUIREMENT MAY NECESSITATE DEDUCTING THE COST OF THESE MATERIALS FROM THE INVOICE.
NOTE: ALL MATERIALS MUST BE IN NEW CONTAINERS AND/OR ORIGINAL PACKAGING. IT SHALL BE THE AGENCY'S PERSONNEL WHO WILL BE RESPONSIBLE FOR DETERMINING CONFORMANCE WITH THE REQUIREMENT.

THE CONTRACTOR SHALL CLEAN UP AND REMOVE ALL DEBRIS AND RUBBISH RESULTING FROM HIS WORK FROM TIME TO TIME AS REQUIRED OR DIRECTED. UPON COMPLETION OF THE WORK, THE PREMISES SHALL BE LEFT IN A NEAT, UNOBSTRUCTED CONDITION AND THE BUILDINGS BROOM CLEANED WITH EVERTING IN PERFECT REPAIR AND ORDER. OLD MATERIALS ARE THE PROPERTY OF THE SUCCESSFUL BIDDER UNLESS OTHERWISE DIRECTED.

ANY OVERTIME MUST BE APPROVED BY AN AUTHORIZED REP OF THE USING AGENCY PRIOR TO SUCH WORK. CLAIM OF CONTRACTOR WILL REFLECT THE NAME OF PERSON AUTHORIZING THE OT WORK.

ANY OT OF A LICENSED STEAMFITTER MUST HAVE PRIOR APPROVAL BY AN AUTHORIZED REP OF THE USING AGENCY. THE CLAIM MUST INCLUDE THE NAME OF THE PERSON AUTHORIZING THE OT FOR THE LICENSED STEAMFITTER.

IF A REPAIR IS ESTIMATED TO EXCEED THE SUM OF ONE THOUSAND DOLLARS ($1,000.00), THE CONTRACTOR WILL SUBMIT TO THE REQUIRING AGENCY IN WRITING THE APPROXIMATE TOTAL COST REFLECTING LABOR AND MATERIALS FOR APPROVAL PRIOR TO PERFORMING ANY WORK ON THE SUBJECT EQUIPMENT CLAIM OF THE CONTRACTOR WILL REFLECT THE NAME OF THE PERSON AUTHORIZING SUCH WORK.

THIS SERVICE MAY BE UTILIZED BY ANY NC AGENCY REQUIRING THE SAME

.

LIABILITY FOR DAMAGE CAUSED BY EITHER THE COMMISSION OR OMISSION OF SUCH ACTS SHALL LIE WITH THE CONTRACTOR AND WILL BE THEIR OBLIGATION TO CORRECT UNDER THE TERMS OF THE BLANKET ORDER.

CONTRACTOR MUST REMOVE AT THEIR OWN COST, ALL HAZARDOUS MATERIALS AND LIQUIDS REMOVED DURING THE NORMAL COURSE OF MAINTENANCE OR REPAIRS. CONTRACTOR MUST MAINTAIN AND SUBMIT PROOF OF PROPER DISPOSAL WITH THEIR CLAIM FOR THE SERVICES BEING RENDERED.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President 5.1.12
BIDDER **TITLE**

HEAVY EQUIPMENT RENTALS WILL BE REIMBURSED AS LONG AS A PAID INVOICE IS SUBMITTED WITH THE CLAIM. IN ALL CASES, ALL EQUIPMENT RENTALS AND MATERIAL PURCHASES SHALL BE APPROVED BY A DESIGNATED COUNTY REPRESENTATIVE PRIOR TO THE COMMENCEMENT OF WORK.

VENDOR WILL SEND ONE TECHNICIAN UNLESS SPECIFIED BY AND/OR AGREED UPON BY THE COUNTY REPRESENTATIVE PRIOR TO COMMENCEMENT OF WORK.

VENDOR MUST BE able TO WORK AT MULTIPLE SITES AT THE SAME TIME.

VENDOR MUST HAVE A MIN OF TWO (2) STOCKED WORK VEHICLES THAT ARE SUBJECT TO INSPECTION BY THE COUNTY.

REGULAR WORK CALLS SHALL HAVE A RESPONSE TIME OF NO MORE THAN ONE DAY.

EMERGENCY CALLS SHALL HAVE A RESPONSE TIME OF NO MORE THEN TWO HOURS.

WARRANTY PERIOD:

PARTS: 30 DAYS or as per manufacturer
LABOR: 1 year DAYS from date of service/install depending on equipment

**** If available submit the price list on a flash dive with the bid.

Annual Estimated usage is $350,000

ADDITIONAL SERVICES FOR SIMILAR ITEMS CAN BE ADDED WITH A QUOTE AND AN AMENDMENT

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

Pres dept 5/16 TITLE

Melissa Gallucci
Commissioner of Shared Services

OFFICE OF PURCHASING
1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263

Uploaded 5/5

AMENDMENT NO. 1 5/5/26

FORMAL SEALED BID NO. 94127-05056-109

FOR: Oil Burner Maintenance Rebid

ISSUED: 04/16/26
OPENING: 05/05/26

TO ALL BIDDERS:

Bid Deadline postponed to May 19 @ 11 AM.

All other terms and conditions of this bid remain the same

OFFICE OF PURCHASING

Claudia Colasurdo
Technical Coordinator

Sign & Date_____.

FORMAL BID RECOMMENDATION

BID NUMBER 94127-05056-109 OPEN 05/05/26 TITLE Oil Burner Maintenance
DATE: 06/5/26 TO: **BUYER –Anette Sullivan** FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.

FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: 06/05/26 To: Supervisor From: Anette Sullivan

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 6/10/26

To: Buyer From: Director

☒ Approved for Award

☐ Hold award pending discussion

☒ Subject to Legislature Approval

_____

Director

	Bid Results
Item	Bidder
	Recommend an award be made to
	Energy Mechanical Inc as the lowest bidde

FICE OF PURCHASING
MMARY OF BIDS
'ENED: May 5, 2026 AT 11:00 A.M. PP 5/19/2026 (IF NO BIDS, LET BID CLOSE OUT)
) NO: 94127-05056-109
:Q. NO: N/A
'LE: Oil Burner Maintenance Rebid

TEM #	ARTICLE	Qty.	UNIT	ENERGY MECHANICAL, INC. 1	2	3	4	5	6	7	8	DETAILS OF AWARD TO NO.	DETAILS OF AWARD AMOUNT
1A	LICENSED STEAMFITTER	Hr.	$	111.50									
	ABOR – EACH ADDITIONAL ¼ HOUR												
	URING NORMAL WORK HOURS; MONDAY THRU FRIDAY, 7:00AM-3:30PM												
2A	LICENSED STEAMFITTER	1/4 Hr.	$	27.86									
	ABOR – OVERTIME RATES												
	ONDAY THRU FRIDAY, AFTER 3:30PM OR BEFORE 7:00AM												
	R ANYTIME ON SATURDAY OR SUNDAY NO MINIMUM CHARGE												
3A	LICENSED STEAMFITTER	Hr.	$	184.00									
	ABOR – OVERTIME, EACH ADDITIONAL ¼ HOUR												
	ONDAY THRU FRIDAY, AFTER 3:30PM OR BEFORE 7:00AM OR ANYTIME ON SATURDAY OR SUNDAY												
4A	LICENSED STEAMFITTER	1/4 Hr.	$	46.00									
5A	PARTS: MANUFACTURERS PRICE LIST (MLP) LESS		%	0%									
5B	COST PLUS		%	15%									
6A	RIGGING EQUIPMENT AND OPERATOR COST PLUS		%	10%									
6B	EQUIPMENT RENTAL COST PLUS		%	10%									
6C	SUBCONTRACTOR COST PLUS		%	10%									
			TERMS	NET	NET	NET	NET	NET	NET	NET	NET		

'RPARED BY

Kimberly Stanton hereby certifies that the bids listed above were opened at the time and place specified therein and that the above is a correct transcription from all original bids received.

Date 5/19/26

PUBLIC BID OFFICER

COUNTY OF NASSAU
SHARED SERVICES
1 WEST STREET
MINEOLA, NEW YORK 11501-4894

To: File

From: Anette Sullivan, Buyer

Re: Low Vendor Response – Oil Burner Maintenance Bid

The solicitation was posted on the solicitation board and advertised in the New York Post and New York State Contract Reporter. Two vendors viewed the solicitation. All vendors that viewed the solicitation were contacted as a reminder of the bid opening date. The bid was advertised from 4/16/26-5/19/26 to encourage participation. We received only one bid. We also included a list of equipment and offered a walk through in the bid. Please note this was rebid, and it did not result in additional competition.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners Northeast, LLC.
100 Baylis Road
Suite 300
Melville NY 11747

CONTACT NAME: Margherita Walkowiak
PHONE (A/C, No, Ext): (631) 465-4000 **FAX (A/C, No):** (631) 465-4005
E-MAIL ADDRESS: margherita.walkowiak@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: StarStone National Insurance Co.	25496
INSURER B: State Insurance Fund - NY	
INSURER C: ShelterPoint Life Insurance Company	81434
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Energy Mechanical Inc.
77 Brightside Avenue
Central Islip NY 11722

COVERAGES **CERTIFICATE NUMBER:** CL25122358057 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			MPGR399404	01/06/2026	01/06/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BAGR399404	01/06/2026	01/06/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured/Underinsured	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			XSGR399404	01/06/2026	01/06/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Z25748062	04/01/2025	04/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	NYS Disability			D404560	03/08/2025	03/08/2026	Policy Limit	Statutory

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Nassau is included as additional insured on a primary & non-contributory basis as required by written contract. With respect to General Liability, the certificate holder is included as additional insured for ongoing and completed operations.

CERTIFICATE HOLDER
County of Nassau
1 West Street
Mineola NY 11501

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Certified: --

B-17-26

NIFS ID: H63029-26GR

Capital: **X**

Contract ID #: **H63029-26GR**

NIFS Entry Date:

DPW Contract Number: **H63029-26GR**

Department: Public Works

Service: **Rehabilitation of Bannister Creek Bridge H63029-26GR PIN 0762.06 B17-26**

Term: **Four Hundred Fifty (450) Calendar Days from Notice to Proceed**

Contract Delayed:

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid: **X**	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**Yes**
4) Significant Adverse Information Identified? (if yes, attach memo):	**Yes**
5) Insurance Required:	**No**

Vendor/Municipality Info:	
Name: **H&L CONTRACTING LLC**	ID#:**464082629**
Main Address: **140 Adams Avenue, Ste B14 Hauppauge, NY 11788**	
Main Contact: **KENNETH ANGERMAN**	
Main Phone: **(631) 813-2266**	

Department:
Contact Name: **Andrea Pereira**
Address: **NCDPW 1194 Prospect Avenue Westbury, NY 11590**
Phone: **(516) 571-9673**
Email: **apereira@nassaucountyny.gov,ldionisio@nassaucountyny.gov,Ekobel@nassaucountyny.gov,lcaruso@nassaucountyny.gov**

Contract Summary

Purpose: This contract provides for rehabilitation of the existing concrete culvert on the Nassau Expressway over Bannister Creek including repairs to existing concrete culvert, construction joints, abutment walls and the top slab, scarifying the top slab and installing a waterproofing membrane; new approach slabs; milling and resurfacing of the asphalt wearing surface; replacement of bridge railing, guide rail, sidewalk, drainage systems; installation of scour protection; and new pavement markings. FEDERAL AID PIN 0762.06.

Procurement History: The Contractor was selected through an open competitive bidding process. The bid was advertised April 22, 2026. Four bids were received and opened on June 9, 2026. The bid submitted by H&L Contracting, LLC in the amount of $ 5,864,790.00 was deemed acceptable as the lowest responsible bidder.

Description of General Provisions: Contract duration four hundred fifty (450) calendar days from NTP. DBE Utilization 2.82%

Impact on Funding / Price Analysis: This is Federal Aid Local Project PIN 0762.06, eligible for reimbursement from Federal funds through NYSDOT. Contract maximum is $5,864,790.00, Federal funds are $3,994,719.00 and the remaining balance of $1,870,071.00 is available from funds under Capital Project 63029.

Change in Contract from Prior Procurement: New Procurement

Method of Source Selection:

☑ Formal Sealed Bid awarded to lowest, responsible bidder

Contract #: H63029-26GR

Advertised On: 04/22/2026

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Publicly Opened On: 06/09/2026

Number of bids received: 4

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00004	PWCAPCAP 00004 63029 206	01	$5,864,790.00
Project Number 63029 Project Detail 206								
						TOTAL		**$5,864,790.00**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$3,994,719.00
State	$0.00
Capital	$1,870,071.00
Other	$0.00
Total	**$5,864,790.00**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	08/19/2026 04:27PM	Approved
NIFS Final Approval	Loretta Dionisio	08/20/2026 03:13PM	Approved
Final Approval	Loretta Dionisio	08/20/2026 03:13PM	Approved
DPW			
Capital Fund Approval	Loretta Dionisio	08/20/2026 03:13PM	Approved
Final Approval	Loretta Dionisio	08/20/2026 03:13PM	Approved
County Attorney			
RE & Insurance Verification	Shannon Molloy	08/20/2026 04:05PM	Approved
Approval as to Form	Julie Silverstein	08/25/2026 01:08PM	Approved
NIFS Approval	Mary Nori	08/28/2026 04:55PM	Approved
Final Approval	Mary Nori	08/28/2026 04:55PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	08/20/2026 03:33PM	Approved
NIFA Approval	Christopher Nolan	08/27/2026 01:56PM	Approved
Final Approval	Christopher Nolan	08/27/2026 01:56PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	08/28/2026 05:00PM	Approved
DCE Compliance Approval	Robert Cleary	09/01/2026 03:13PM	Approved
Vertical DCE Approval	Arthur Walsh	09/08/2026 02:04PM	Approved
Final Approval	Arthur Walsh	09/08/2026 02:04PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	09/08/2026 02:38PM	Approved

Legislature			
Final Approval			In Progress
DPW NIFS Field Entry			
Final Approval			Pending
NIFA			
NIFA Approval			Pending
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending

B17-26

RULES RESOLUTION NO. -2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND H & L CONTRACTING, LLC.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract H63029-26GR, REHABILITATION OF BANNISTER CREEK BRIDGE – PIN 0762.06 - NASSAU COUNTY, NY ["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of H & L CONTRACTING, LLC.

["Vendor"] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the funding for this contract is from capital funds approved by the Nassau County Legislature and included in the current four year capital plan, and

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be $ 5,864,790.00, now therefore be it

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

FORM OF BID BOND

IMPORTANT The bidder shall instruct the Surety Company to **USE THIS FORM PROVIDED** as the use of **ANY OTHER FORM** may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned H&L Contracting, LLC

as Principal; and Arch Insurance Company as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

Ten Percent of Amount Bid-- dollars ($ 10%--) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 26th day of May, 2026

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under Contract No. H63029-26GR for the

Rehabilitation of Bannister Creek Bridge, Nassau County, NY

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

NO TEXT ON THIS PAGE

Provided, however, that this bond is subject to the following additional conditions and limitations.

a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.

NO TEXT ON THIS PAGE

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

H&L Contracting, LLC
Contractor

by _____ (L.S.) (Corporate seal of Contractor Title if a corporation)

by _____ (L.S.)
Title

by _____ (L.S.)
Title

Arch Insurance Company
Surety

by _____ (L.S.)
Title of Officer
Benedict J. Tockarshewsky, Attorney-in-Fact

Attest: _____ (L.S.) (Corporate seal of Surety)
Title of Officer
William D. Haas, Attorney-in-Fact

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if a corporation)

STATE OF _____)
)
ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known, who, being by me duly sworn, did depose and say for himself, that he resides in that he is the of the the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

_____
Notary Public

(Acknowledgment by Contractor if a partnership) /LLC

STATE OF New York)
)
ss.:
COUNTY OF Suffolk)

On this 26th day of May , 2026 , before me personally came Keith Nancy to me known and known to me to be a member of N+L Contracting LLC the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Deborah Ryder
Notary Public

DEBORAH RYDER
Notary Public, State of New York
No. 01RY6258036
Qualified in Suffolk County
Commission Expires March 19, 20 28

(Acknowledgment by Contractor if an individual.)

STATE OF _____)
)
ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

_____
Notary Public

NO TEXT ON THIS PAGE

(Acknowledgment by Surety Company)

STATE OF New York)

)

ss.:
COUNTY OF Westchester)

On this 26th day of May , 2026 , before me personally came Benedict J. Tockarshewsky to me Known, who being by me duly sworn, did depose and say that he resides in [redacted]

that he is the Attorney-in-Fact of the Arch Insurance Company , the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Notary Public further said that he is acquainted with Benedict J. Tockarshewsky and knows him to be the Attorney-in-Fact of said company; that the signature of the said Benedict J. Tockarshewsky subscribed to the within instrument is in the genuine handwriting of the said Benedict J. Tockarshewsky and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Notary Public .

Tina Castiello
Notary Public

TINA CASTIELLO
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01CA6191205
QUALIFIED IN WESTCHESTER COUNTY
MY COMMISSION EXPIRES AUGUST 04, 2028

NO TEXT ON THIS PAGE

POWER OF ATTORNEY

ATTENTION: Insert the "Power of Attorney" after this page in with your bid submission.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Benedict J. Tockarshewsky, Dominick Scotto, Marnie Ginsburg, Maureen A. Grande, Raymond C. Carman, Theresa A. Lanfranco and William D. Haas of White Plains, NY (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations. This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **21st day of July, 2023**.

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company
CORPORATE SEAL 1971 Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
MICHELE TRIPODI, Notary Public
Philadelphia County
My Commission Expires July 31, 2025
Commission Number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION
I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated July 21, 2023** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 26 **day of** May, **20** 26.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company
CORPORATE SEAL 1971 Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at **SuretyAuthentic@archinsurance.com**
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

NO TEXT ON THIS PAGE

FINANCIAL STATEMENT

ATTENTION: Insert the "Financial Statement" after this page in with your bid submission.

ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 2025

Assets

Cash & Cash Equivalents in Banks	554,447,449
Bonds owned	8,143,759,995
Stocks	1,171,346,534
Premiums in course of collection	1,333,011,378
Accrued interest and other assets	2,308,659,170
Total Assets	$ 13,511,224,526

Liabilities

Reserve for losses and adjustment expenses	$6,011,651,482
Reserve for unearned premiums	2,115,944,389
Ceded reinsurance premiums payable	760,077,804
Amounts withheld or retained by company for account of others	133,463,845
Reserve for taxes, expenses and other liabilities	1,211,110,562
Total Liabilities	$10,232,248,082
Surplus as regards policyholders	3,278,976,444
Total Surplus and Liabilities	$13,511,224,526

By: _____ Attest: _____

Executive Vice President, Chief Financial Officer and Treasurer

Executive Vice President, General Counsel and Secretary

State of New Jersey)
) SS
County of Hudson)

Thomas James Ahern, Executive Vice President, Chief Financial Officer and Treasurer and Regan Abby Shulman, Executive Vice President, General Counsel and Secretary being duly sworn, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2025.

Subscribed and sworn to before me, this 4 day of March 2026

BRITTANY CONKLIN
Notary Public, State of New Jersey
Comm. # 50204279
My Commission Expires 11/07/2027

Notary Public Brittany Conklin

NO TEXT ON THIS PAGE

CERTIFICATE OF SOLVENCY

ATTENTION: Insert the "Certificate of Solvency" after this page in with your bid submission.

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Arch Insurance Company
of Kansas City, Missouri

a corporation organized under the laws of Missouri and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $3,278,976,444. (Capital $5,000,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2025, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have here-unto set my hand and affixed the official seal of this Department at the City of Albany, this 17th day of April 2026.

Kaitlin Asrow
Acting Superintendent

By

Rawle Lewis
Special Deputy Superintendent

NO TEXT ON THIS PAGE

PROPOSAL

To the County of Nassau

REHABILITATION OF BANNISTER CREEK BRIDGE
VILLAGE OF LAWRENCE , TOWN OF HEMPSTEAD

BIN 5520290

CONTRACT NO. H63029-26GR
PIN 0762.06

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Advertisement for Bids and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the plans and specifications for the amount named in the proposal hereinafter described.

In making this proposal the Bidder hereby declares that the Addenda which has been issued by the County of Nassau and has been received by him, that all provisions thereof have been complied with in preparing his bids.

Name of Bidder: H&L Contracting LLC
(Individual, Firm or Corporation, as case may be)

Bidder's Address: 140 Adams Avenue, Suite B14, Hauppauge, NY 11788

Telephone: 631-813-2260 Date: 5/26/26

FAX Tele: 631-813-2263 E-Mail: khaney@hlcontractingllc.com

NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING BLANKS:

Name of Partners	Residence of Partners
Keith Haney	[redacted]
Chris Haney	
James K. Haney III	

NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the laws of the State of: New York

Name of President: _____

President's Domicile: _____

Name of Vice Pres: _____

Vice Pres's Domicile: _____

Corporate Officer: _____ Title: _____

Corporate Officer's Domicile: _____

Corporate Officer: _____ Title: _____

NO TEXT ON THIS PAGE

The Following Paragraphs are Applicable to the Contract

THE BIDDER AFFIRMS AND DECLARES:

1. That the above bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into.

2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same work, and is in all respects fair and without collusion or fraud.

3. That said bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Nassau.

4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.

6. The bidder also declares that he has carefully examined and fullyunderstands all the component parts of this Contract, that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.

7. Where the work performed under this Contract involves a trade oroccupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities Glen Cove or Long Beach, the contractor shall be required to have such a license.

NO TEXT ON THIS PAGE

INFORMATION FOR BIDDERS I.

Rejection of Bids.

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required bythe bid documents; or if
2. The bidder misstates or conceals any material fact in the bid,or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirementsof this contract; or if
4. The bid is conditional; or if
5. A determination that the bidder is not responsible is made inaccordance with law; or if
6. The bid, in the opinion of the Commissioner, containsunbalanced bid prices, unless the bidder can show that the prices are not unbalanced for the probably required quantity of such items.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid. II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated. "If

there are any changes to be made to the contract - item quantity changes, etc. - after NYSDOT Design approval - any addenda must be submitted to NYSDOT Design group for their review and approval **prior to letting the project"**.

III. Lump Sum Contracts, Comparison of Bids.

Bids on lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if any.

IV. Apprenticeship Training Program

For all contracts in excess of $500,000.00 attach here state verification letter regarding your firm's having an approved of New York Apprenticeship Training Program.

NO TEXT ON THIS PAGE

CONTRACTOR CERTIFICATION STATEMENT REGARDING

STORM WATER POLLUTION AT THE WORK SITE

I certify under penalty of the law that I understand and agree to comply with the terms and conditions of the pollution prevention plan for the construction site identified in such plans as a condition of authorization to discharge storm water. I also understand the operator (Nassau County) must comply with the terms and conditions of the New York State Pollution Discharge Elimination System ("SPDES") general permit for storm water discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Finally, I understand my contractual obligations in the matter as outlined in the contract documents.

CONTRACTOR'S NAME: H&L Contracting LLC

TELEPHONE NUMBER: 631-813-2266

WORK SITE OR FACILITY NAME: Bannister Creek Bridge

WORK SITE OR FACILITY ADDRESS OR OTHER IDENTIFYING DESCRIPTION: Bannister Creek Bridge Village of Lawrence, Town of Hempstead

Signature 5/26/26 Date

Keith Haney, managing member Print Name and Title of Signer

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MINORITY, WOMEN'S AND DISADVANTAGED GOALS

The New York State Department of Transportation has established the following utilization goals for this contract in accordance with §§102-12 of the New York State Standard Specifications. The goals are expressed as a percentage of the total bid price.

~~In accordance with EI 25-004 Revisions to Standard Specification §102-12 DBE Participation~~ **~~All Bidders shall submit a complete DBE Participation Package with their bid proposal.~~** ~~The DBE Participation Package shall include a summary of the confirmed DBE commitments (i.e., AAP 14 for paper bids); DBE confirmation on Department provided forms (i.e., AAP 20, AAP 22, and AAP23) for each DBE firm for the type and amount of work shown in the summary of commitments; and sufficient good faith effort documentation (if required).~~

In addition, per 49 CFR 26.11, all Bidders shall submit with their bid proposal a Bidder's List (i.e., CONR 80 Bidder's List) which contains information for all Subcontractors, both DBEs and non DBEs, who provided quotes on the contract.

PLEASE REVIEW §102-12F SUBMISSION OF PROPOSALS AND §102-12G DBE PARTICIPATION PACKAGE IN ITS ENTIRETY PRIOR TO SUBMITTING BID.

For Clarification of Utilization Requirements refer to New York State Specification §102-12

MBE Goal – **0 percent**
WBE Goal – **0 percent**

EEO Participation Goals for Minority – **5.8%**

EEO Participation Goals for Women – **6.9%**

Disadvantaged Business Enterprise (DBE) Goal – **0%**

Directories and/or information related to the current certification status of Disadvantage Business Enterprises can be obtained by contacting the:

New York State Department of Economic Development

One Commerce Plaza
Albany, New York 12223
(518) 473-6442

Disadvantaged Business Enterprise Officer

The Bidder shall designate and enter below the name of a Disadvantaged Business Enterprise Officer who will have the responsibility for and must be capable of effectively administering and promoting an active Disadvantaged Business Enterprise Program and who must be assigned adequate authority and responsibility to do so.

Bidder Designated DBE Officer

Phil Coward, Project Manager

(Name, Title)

Telephone Number 631-813-2260

RETURN THIS PAGE WITH BID

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED DBE UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	H&L Contracting LLC
Address (street/city/state/zip code):	140 Adams Ave, Suite B14, Hauppauge, NY 11788
Authorized Representative (name/title):	Keith Haney, Managing Member
Authorized Signature:	
Contract Number:	H63029-26GR
Contract/Project Name:	Rehabilitation of Bannister Creek Bridge
Contract/Project Description:	Rehabilitation of Bannister Creek Bridge

Part 2- Projected DBE Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract			
Total DBE Dollar Amount		DBE Contract Percentage	

NO TEXT ON THIS PAGE

Part 3- DBE Information (use additional blank sheets as necessary):

DBE Firm	Description of Work (DBE)	Projected DBE Contract Amount ($) and Award Date	DBE Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

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MINIMUM BID PRICE ITEMS

CERTAIN PAY ITEMS IN THE ITEMIZED PROPOSAL REQUIRE BIDS AT OR ABOVE THE PUBLISHED MINIMUM PRICE. THESE ITEMS AND RESPECTIVE MINIMUM BID PRICES ALLOWED ARE SHOWN BELOW. IF A BID IS ENTERED BELOW THE PUBLISHED MINIMUM PRICE SHOWN, THE AMOUNT BID FOR SUCH ITEM WILL BE RAISED BY THE DEPARTMENT TO THE PUBLISHED MINIMUM PRICE.

ITEM NUMBER	DESCRIPTION	UNIT	MINIMUM UNIT BID PRICE
639.2X00NC	CPM (CRITICAL PATH METHOD) SCHEDULE WITH MONTHLY UPDATE	LS	$ 100,000.00

NO TEXT ON THIS PAGE

BID SCHEDULE OF PRICES
REHABILITATION OF BANNISTER CREEK BRIDGE
VILLAGE OF LAWRENCE, NASSAU COUNTY, NY
BIN 5520290
H63029-26GR PIN 0762.06

ITEM NUMBER	UNIT	QTY.	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
201.06	LS	1	CLEARING AND GRUBBING FOR TEN THOUSAND AND 00/100 DOLLARS CENTS	10,000	00	10,000	00
203.02	CY	1,055	UNCLASSIFIED EXCAVATION AND DISPOSAL FOR THREE HUNDRED THIRTY-NINE AND 00/100 DOLLARS CENTS	339	00	357,645	00
203.02000001	CY	90	UNCLASSIFIED EXCAVATION AND DISPOSAL, OTHER LOCATIONS FOR FOUR HUNDRED TWENTY AND 00/100 DOLLARS CENTS	420	00	37,800	00
203.06	CY	430	SELECT FILL FOR TWO HUNDRED AND 00/100 DOLLARS CENTS	200	00	86,000	00
203.07	CY	806	SELECT GRANULAR FILL FOR ONE HUNDRED SIXTY AND 00/100 DOLLARS CENTS	160	00	128,960	00
206.01	CY	17	STRUCTURE EXCAVATION FOR THREE HUNDRED AND 00/100 DOLLARS CENTS	300	00	5,100	00
206.0201	CY	62	TRENCH AND CULVERT EXCAVATION FOR THREE AND 00/100 DOLLARS CENTS	3	00	186	00
206.05	EA	5	TEST PIT EXCAVATION FOR TWO THOUSAND AND 00/100 DOLLARS CENTS	2,000	00	10,000	00
207.20	SY	125	GEOTEXTILE BEDDING FOR TWENTY-NINE AND 00/100 DOLLARS CENTS	29	00	3,625	00
209.11010024	EA	7	TEMPORARY CATCH BASIN INSERT - TRASH, SEDIMENT, AND DEBRIS REMOVAL FOR TWO HUNDRED TWENTY AND 00/100 DOLLARS CENTS	220	00	1,540	00

NO TEXT ON THIS PAGE

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VILLAGE OF LAWRENCE, NASSAU COUNTY, NY
BIN 5520290
H63029-26GR PIN 0762.06

ITEM NUMBER	UNIT	QTY.	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CENTS	AMOUNT BID DOLLARS	AMOUNT BID CENTS
209.1501	LF	853	TURBIDITY CURTAIN - TEMPORARY FOR FORTY-FIVE AND 00/100 DOLLARS CENTS	45	00	38,385	00
304.10119917	CY	96	SUBBASE COURSE, TYPE 1011-2 FOR FIVE HUNDRED NINETY-SIX AND 00/100 DOLLARS CENTS	596	00	57,216	00
404.0189	TN	75	TRUE & LEVELING F9, ASPHALT, 80 SERIES COMPACTION FOR TWO HUNDRED THIRTY-SIX AND 00/100 DOLLARS CENTS	236	00	17,700	00
404.0981	TN	539	9.5 F1 TOP COURSE ASPHALT, 80 SERIES COMPACTION FOR TWO HUNDRED THIRTY-SIX AND 00/100 DOLLARS CENTS	236	00	127,204	00
404.1989	TN	298	19 F9 BINDER COURSE ASPHALT, 80 SERIES COMPACTION FOR TWO HUNDRED SIXTY-NINE AND 00/100 DOLLARS CENTS	269	00	80,162	00
404.2589	TN	191	25 F9 BINDER COURSE ASPHALT, 80 SERIES COMPACTION FOR TWO HUNDRED SIXTY-NINE AND 00/100 DOLLARS CENTS	269	00	51,379	00
404.3789	TN	24	37.5 F9 BASE COURSE ASPHALT, 80 SERIES COMPACTION FOR TWO HUNDRED SIXTY-NINE AND 00/100 DOLLARS CENTS	269	00	6,456	00
407.0102	GAL	1,033	DILUTED TACK COAT FOR THREE AND 00/100 DOLLARS CENTS	3	00	3,099	00
418.7603	LF	1,460	ASPHALT PAVEMENT JOINT ADHESIVE FOR TWO AND 00/100 DOLLARS CENTS	2	00	2,920	00
490.30	SY	2,880	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE FOR FIFTEEN AND 00/100 DOLLARS CENTS	15	00	43,200	00
520.05000010	LF	28	SAW CUTTING PCC AND COMPOSITE PAVEMENT FOR EIGHT AND 00/100 DOLLARS CENTS	8	00	224	00

NO TEXT ON THIS PAGE

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REHABILITATION OF BANNISTER CREEK BRIDGE
VILLAGE OF LAWRENCE, NASSAU COUNTY, NY
BIN 5520290
H63029-26GR PIN 0762.06

ITEM NUMBER	UNIT	QTY.	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CENTS	AMOUNT BID DOLLARS	AMOUNT BID CENTS
520.09000010	LF	1,008	SAW CUTTING ASPHALT CONCRETE FOR THREE AND 50/100 DOLLARS CENTS	3	50	3,528	00
552.13	SF	9,216	TEMPORARY STEEL SHEETING FOR TWENTY-SEVEN AND 00/100 DOLLARS CENTS	27	00	248,832	00
552.17	SF	8,582	SHIELDS AND SHORING FOR ONE AND 00/100 DOLLARS CENTS	1	00	8,582	00
553.020001	EA	2	COFFERDAMS (TYPE 2) FOR FOUR HUNDRED NINETY-SIX THOUSAND AND 00/100 DOLLARS CENTS	496,000	00	992,000	00
555.80020001	LF	676	CRACK REPAIR BY EPOXY INJECTION (RESTORATION) FOR TWO HUNDRED FIFTY AND 00/100 DOLLARS CENTS	250	00	169,000	00
557.1011	SY	600	STRUCTURAL APPROACH SLAB WITH INTEGRAL WEARING SURFACE- TYPE 1 FRICTION FOR FIVE HUNDRED AND 00/100 DOLLARS CENTS	500	00	300,000	00
558.02	SY	600	LONGITUDINAL SAWCUT GROOVING OF STRUCTURAL SLAB SURFACE FOR NINETY-SIX AND 00/100 DOLLARS CENTS	96	00	57,600	00
559.04	SF	22,761	PROTECTIVE SEALING OF CONCRETE WITH COATING TYPE PROTECTIVE SEALER FOR EIGHT AND 00/100 DOLLARS CENTS	8	00	182,088	00
564.510001	LB	9,487	STRUCTURAL STEEL FOR TWENTY-FIVE AND 00/100 DOLLARS CENTS	25	00	237,175	00
567.64000116	LF	226	REPLACING COMPRESSION SEAL FOR EXISTING BRIDGE JOINTS FOR ONE HUNDRED THIRTY AND 00/100 DOLLARS CENTS	130	00	29,380	00

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REHABILITATION OF BANNISTER CREEK BRIDGE
VILLAGE OF LAWRENCE, NASSAU COUNTY, NY
BIN 5520290
H63029-26GR PIN 0762.06

ITEM NUMBER	UNIT	QTY.	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CENTS	AMOUNT BID DOLLARS	AMOUNT BID CENTS
568.51	LF	68	STEEL BRIDGE RAILING (FOUR RAIL) FOR SIX HUNDRED SIXTY-NINE AND 00/100 DOLLARS CENTS	669	00	45,492	00
568.70	LF	136	TRANSITION BRIDGE RAILING FOR THREE HUNDRED THIRTY-FIVE AND 00/100 DOLLARS CENTS	335	00	45,560	00
570.01	LS	1	LEAD EXPOSURE CONTROL PLAN FOR FIVE THOUSAND AND 00/100 DOLLARS CENTS	5,000	00	5,000	00
570.02	DC	3,000	MEDICAL TESTING FOR ONE AND 00/100 DOLLARS CENTS	$1	.00	$3,000	.00
570.03	DC	400	PERSONAL EXPOSURE MONITORING SAMPLE ANALYSIS FOR ONE AND 00/100 DOLLARS CENTS	$1	.00	$400	.00
570.04	CW	2	DECONTAMINATION FACILITIES FOR EIGHT HUNDRED AND 00/100 DOLLARS CENTS	800	00	1,600	00
570.090001	LS	1	ENVIRONMENTAL GROUND PROTECTION FOR THREE THOUSAND SIX HUNDRED AND 00/100 DOLLARS CENTS	3,600	00	3,600	00
570.100001	LS	1	ENVIRONMENTAL WATERWAY PROTECTION FOR THREE THOUSAND SIX HUNDRED AND 00/100 DOLLARS CENTS	3,600	00	3,600	00
570.160001	LS	1	CLASS B CONTAINMENT FOR PAINT REMOVAL FOR FOURTEEN THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS CENTS	14,800	00	14,800	00
571.03	LB	4,100	DISPOSAL OF HAZARDOUS PAINT WASTE CONTAINING LEAD FOR THREE AND 00/100 DOLLARS CENTS	3	00	12,300	00
579.02	SF	30	REINFORCING BAR EXPOSURE FOR ONE THOUSAND SIX HUNDRED AND 00/100 DOLLARS CENTS	1,600	00	48,000	00

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BID SCHEDULE OF PRICES
REHABILITATION OF BANNISTER CREEK BRIDGE
VILLAGE OF LAWRENCE, NASSAU COUNTY, NY
BIN 5520290
H63029-26GR PIN 0762.06

ITEM NUMBER	UNIT	QTY.	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
580.01	CY	7	REMOVAL OF STRUCTURAL CONCRETE FOR SEVEN THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS CENTS	7,700	00	53,900	00
581.01	SF	5,880	REMOVAL OF BITUMINOUS CONCRETE OVERLAY (BRIDGE) FOR TWO AND 00/100 DOLLARS CENTS	2	00	11,760	00
582.0051	CY	25	REMOVAL AND REPLACEMENT OF STRUCTURAL CONCRETE FOR EIGHT THOUSAND TWO HUNDRED AND 00/100 DOLLARS CENTS	8,200	00	205,000	00
582.0061	SF	1,161	REMOVAL OF STRUCTURAL CONCRETE - REPLACEMENT WITH VERTICAL AND OVERHEAD PATCHING MATERIAL FOR FOUR HUNDRED AND 00/100 DOLLARS CENTS	400	00	464,400	00
586.0201	EA	218	DRILLING AND GROUTING BOLTS OR REINFORCEMENT BARS FOR ONE HUNDRED TWENTY AND 00/100 DOLLARS CENTS	120	00	26,160	00
587.01	LF	65	BRIDGE RAILING REMOVAL AND DISPOSAL FOR FIFTY AND 00/100 DOLLARS CENTS	50	00	3,250	00
595.50000018	SF	475	SHEET-APPLIED WATERPROOFING MEMBRANE FOR THIRTY-SIX AND 00/100 DOLLARS CENTS	36	00	17,100	00
603.6102	LF	18	REINFORCED CONCRETE PIPE CLASS IV, 15 INCH DIAMETER FOR FOUR HUNDRED EIGHTY-SEVEN AND 00/100 DOLLARS CENTS	487	00	8,766	00
603.6103	LF	411	REINFORCED CONCRETE PIPE CLASS IV, 18 INCH DIAMETER FOR ONE HUNDRED FIFTY AND 00/100 DOLLARS CENTS	150	00	61,650	00
604.07260011	EA	5	CONNECTION TO EXISTING DRAINAGE FACILITIES FOR ONE THOUSAND SIX HUNDRED AND 00/100 DOLLARS CENTS	1,600	00	8,000	00

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REHABILITATION OF BANNISTER CREEK BRIDGE
VILLAGE OF LAWRENCE, NASSAU COUNTY, NY
BIN 5520290
H63029-26GR PIN 0762.06

ITEM NUMBER	UNIT	QTY.	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
604.501012	LF	20	SPECIAL DRAINAGE STRUCTURE (TYPE A CATCH BASIN - 48") FOR ONE THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS CENTS	1,800	00	36,000	00
604.501014	LF	8	SPECIAL DRAINAGE STRUCTURE (TYPE A CATCH BASIN - 72") FOR ONE THOUSAND NINE HUNDRED FIFTY AND 00/100 DOLLARS CENTS	1,950	00	15,600	00
604.501022	LF	10	SPECIAL DRAINAGE STRUCTURE (MANHOLE - 48") FOR ONE THOUSAND FOUR HUNDRED AND 00/100 DOLLARS CENTS	1,400	00	14,000	00
606.10	LF	341	BOX BEAM GUIDE RAILING FOR EIGHTY AND 00/100 DOLLARS CENTS	80	00	27,280	00
606.100002	LF	9	BOX BEAM GUIDE RAILING (SHOP BENT OR SHOP MITERED) FOR ONE HUNDRED THIRTY AND 00/100 DOLLARS CENTS	130	00	1,170	00
606.120101	EA	2	BOX BEAM END PIECE FOR ONE THOUSAND TWENTY-FIVE AND 00/100 DOLLARS CENTS	1,025	00	2,050	00
606.120201	EA	2	BOX BEAM GUIDE RAILING END ASSEMBLY, TYPE IIA FOR TWO THOUSAND EIGHT HUNDRED FIFTY AND 00/100 DOLLARS CENTS	2,850	00	5,700	00
606.73	LF	110	REMOVING AND DISPOSING BOX BEAM GUIDE RAILING FOR SIXTY-FIVE AND 00/100 DOLLARS CENTS	65	00	7,150	00
607.30020010	LF	141	STEEL CHAIN LINK FENCE WITH TOP RAIL, 6FT HIGH FOR ONE HUNDRED THIRTY AND 00/100 DOLLARS CENTS	130	00	18,330	00
607.96000008	LF	110	REMOVE AND DISPOSE EXISTING FENCE FOR THIRTY AND 00/100 DOLLARS CENTS	30	00	3,300	00

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REHABILITATION OF BANNISTER CREEK BRIDGE
VILLAGE OF LAWRENCE, NASSAU COUNTY, NY
BIN 5520290
H63029-26GR PIN 0762.06

ITEM NUMBER	UNIT	QTY.	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
607.99870011	LF	169	REMOVE EXISTING CHAIN-LINK FENCE FOR TWENTY AND 00/100 DOLLARS CENTS	20	00	3,380	00
608.0101	CY	11	CONCRETE SIDEWALKS AND DRIVEWAYS FOR ONE THOUSAND THREE HUNDRED AND 00/100 DOLLARS CENTS	1,300	00	14,300	00
608.01030008	SY	45	REMOVAL AND REPLACEMENT OF CONCRETE SIDEWALK AND SUBBASE COURSE FOR SEVENTY-FIVE AND 00/100 DOLLARS CENTS	75	00	3,375	00
608.020102	TON	9	HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS, AND VEGETATION CONTROL STRIPS FOR FOUR HUNDRED NINETY AND 00/100 DOLLARS CENTS	490	00	4,410	00
608.21	SY	5	EMBEDDED DETECTABLE WARNING UNITS FOR FIVE HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS CENTS	585	00	2,925	00
609.0401	LF	422	CAST-IN-PLACE CONCRETE CURB TYPE VF6 FOR ONE HUNDRED TEN AND 00/100 DOLLARS CENTS	110	00	46,420	00
609.0407	LF	205	CAST-IN-PLACE CONCRETE CURB TYPE T4 FOR ONE HUNDRED TWENTY-SEVEN AND 00/100 DOLLARS CENTS	127	00	26,035	00
610.1402	CY	28	TOPSOIL - ROADSIDE FOR ONE HUNDRED TEN AND 00/100 DOLLARS CENTS	110	00	3,080	00
610.1403	CY	18	TOPSOIL - LAWNS FOR ONE HUNDRED TEN AND 00/100 DOLLARS CENTS	110	00	1,980	00
610.1601	SY	378	TURF ESTABLISHMENT - ROADSIDE FOR THREE AND 25/100 DOLLARS CENTS	3	25	1,228	50

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VILLAGE OF LAWRENCE, NASSAU COUNTY, NY
BIN 5520290
H63029-26GR PIN 0762.06

ITEM NUMBER	UNIT	QTY.	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
610.1602	SY	155	TURF ESTABLISHMENT - LAWNS FOR THREE AND 50/100 DOLLARS CENTS	3	50	542	50
614.060104	EA	1	TREE REMOVAL OVER 4 INCHES TO 6 INCHES DIAMETER BREAST HEIGHT - STUMPS GRUBBED FOR NINE HUNDRED AND 00/100 DOLLARS CENTS	900	00	900	00
619.01	LS	1	BASIC WORK ZONE TRAFFIC CONTROL FOR ONE HUNDRED THIRTY-FIVE THOUSAND AND 00/100 DOLLARS CENTS	135,000	00	135,000	00
619.080101	LF	200	REMOVE PAVEMENT MARKING STRIPES, TRAFFIC PAINT FOR ONE AND 95/100 DOLLARS CENTS	1	95	390	00
619.0901	LF	7,640	TEMPORARY PAVEMENT MARKINGS STRIPES (TRAFFIC PAINT) FOR ONE AND 15/100 DOLLARS CENTS	1	15	8,786	00
619.110511	EA	2	(PVMS) STANDARD SIZE - FULL MATRIX (LED) NO OPTIONAL EQUIPMENT SPECIFIED, NO CELLULAR COMMUNICATIONS REQIRED FOR TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS CENTS	2,500	00	5,000	00
619.1716	LF	1,880	TEMPORARY POSITIVE BARRIER - CATEGORY 6 (PINNING REQUIRED) FOR FIFTY AND 00/100 DOLLARS CENTS	50	00	94,000	00
619.1719	EA	215	WARNING LIGHTS ON TEMPORARY POSITIVE BARRIERS FOR TWELVE AND 00/100 DOLLARS CENTS	12	00	2,580	00
619.24	LS	1	NIGHTTIME OPERATIONS FOR TWENTY-SEVEN THOUSAND AND 00/100 DOLLARS CENTS	27,000	00	27,000	00
619.67020010	LS	1	TEMPORARY HIGHWAY LIGHTING SYSTEM FOR FIVE THOUSAND AND 00/100 DOLLARS CENTS	5,000	00	5,000	00

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VILLAGE OF LAWRENCE, NASSAU COUNTY, NY
BIN 5520290
H63029-26GR PIN 0762.06

ITEM NUMBER	UNIT	QTY.	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
620.04	CY	90	STONE FILLING (MEDIUM) FOR FOUR HUNDRED NINETY-SIX AND 00/100 DOLLARS CENTS	496	00	44,640	00
625.01	LS	1	SURVEY OPERATIONS FOR SIXTEEN THOUSAND NINE HUNDRED AND 00/100 DOLLARS CENTS	16,900	00	16,900	00
633.11	SY	5,711	CLEANING EXISTING PAVEMENT AND/OR SHOULDER FOR ONE AND 00/100 DOLLARS CENTS	1	00	5,711	00
633.12	LS	1	CLEANING, SEALING AND/OR FILLING CRACKS FOR TWO THOUSAND SIX HUNDRED AND 00/100 DOLLARS CENTS	2,600	00	2,600	00
635.0103	LF	910	CLEANING AND PREPARATION OF PAVEMENT SURFACES - LINES FOR TWO AND 00/100 DOLLARS CENTS	2	00	1,820	00
637.13	MNTH	18	ENGINEER'S FIELD OFFICE - TYPE 3 FOR SIX THOUSAND AND 00/100 DOLLARS CENTS	6,000	00	108,000	00
637.34	DC	5,000	OFFICE TECHNOLOGY AND SUPPLIES FOR ONE AND 00/100 DOLLARS CENTS	$1	.00	$5,000	.00
639.2X00NC	LS	1	CPM (CRITICAL PATH METHOD) SCHEDULE WITH MONTHLY UPDATE (MIN. PER UNIT IS $100,000.00) FOR ONE HUNDRED THOUSAND AND 00/100 DOLLARS CENTS	100,000	00	100,000	00
645.5101	SF	5	GROUND-MOUNTED SIGN PANELS WITHOUT Z-BARS FOR FORTY-FOUR AND 00/100 DOLLARS CENTS	44	00	220	00
645.5102	SF	45	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 32 SF, WITH Z-BARS FOR SEVENTY-SEVEN AND 00/100 DOLLARS CENTS	77	00	3,465	00

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VILLAGE OF LAWRENCE, NASSAU COUNTY, NY
BIN 5520290
H63029-26GR PIN 0762.06

ITEM NUMBER	UNIT	QTY.	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
645.81	EA	6	TYPE A SIGN POST FOR THREE HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS CENTS	375	00	2,250	00
647.31	EA	1	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET) FOR TWO HUNDRED EIGHTY AND 00/100 DOLLARS CENTS	280	00	280	00
647.41	EA	1	REMOVE AND STORE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET) FOR FORTY-TWO AND 00/100 DOLLARS CENTS	42	00	42	00
647.61	EA	6	REMOVE AND DISPOSE SIGNS, GROUND MOUNTED TYPE A SIGN SUPPORTS AND FOUNDATIONS - SIZE I (UNDER 30 SQUARE FEET) FOR FORTY-TWO AND 00/100 DOLLARS CENTS	42	00	252	00
655.07030010	EA	2	CAST FRAME F3, WITHOUT CURB BOX AND WITH RETICULINE GRATE G3 FOR ONE THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS CENTS	1,800	00	3,600	00
655.0706	EA	2	CAST FRAME F3, UNMOUNTABLE CURB BOX CU3 & RETICULINE GRATE G3 FOR TWO THOUSAND FOUR HUNDRED FIFTY AND 00/100 DOLLARS CENTS	2,450	00	4,900	00
655.1202	EA	1	MAHHOLE FRAME AND COVER FOR SEVEN HUNDRED FIFTY AND 00/100 DOLLARS CENTS	750	00	750	00
655.16000011	EA	4	REMOVE AND DISPOSE OF FRAMES AND GRATES FOR SEVENTY-SIX AND 00/100 DOLLARS CENTS	76	00	304	00
655.25010005	EA	4	FURNISH AND/OR INSTALL INLET ASSEMBLY, AS SPECIFIED FOR SEVEN THOUSAND SIX HUNDRED AND 00/100 DOLLARS CENTS	7,600	00	30,400	00

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VILLAGE OF LAWRENCE, NASSAU COUNTY, NY
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H63029-26GR PIN 0762.06

ITEM NUMBER	UNIT	QTY.	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CENTS	AMOUNT BID DOLLARS	AMOUNT BID CENTS
670.2003	LF	98	GALVANIZED STEEL CONDUIT, 2" FOR ONE HUNDRED SIXTY-SEVEN AND 00/100 DOLLARS CENTS	167	00	16,366	00
670.3030	EA	3	PULLBOXES OVER 15 CUBIC FEET, INSIDE VOLUME (LIGHTING) FOR THREE THOUSAND TWO HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS CENTS	3,275	00	9,825	00
670.7010	LF	219	SINGLE CONDUCTOR CABLE, 10 GAGE FOR TWO AND 50/100 DOLLARS CENTS	2	50	547	50
670.7501	LF	121	GROUND WIRE NO. 6 AWG. FOR SEVEN AND 50/100 DOLLARS CENTS	7	50	907	50
680.83200010	LS	1	LOCATE AND MARKOUT INFORM AND STATE LIGHTING FACILITIES FOR SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS CENTS	7,250	00	7,250	00
685.07200110	LF	1,480	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS(WET NIGHT VISIBILITY SPHERES) FOR ONE AND 90/100 DOLLARS CENTS	1	90	2,812	00
685.07200410	LF	200	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES (CROSS HATCHING)2 0 MILS THICK (WET NIGHT VISIBILITY SPHERES FOR FOUR AND 25/100 DOLLARS CENTS	4	25	850	00
685.07200610	LF	730	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS(WET NI GHT VISIBILITY SPHERES) FOR ONE AND 90/100 DOLLARS CENTS	1	90	1,387	00
685.07200710	LF	300	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES (CROSS HATCHING) 20 MILS THICK (WET NIGHT VISIBILITY SPHERES) FOR FOUR AND 25/100 DOLLARS CENTS	4	25	1,275	00

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REHABILITATION OF BANNISTER CREEK BRIDGE
VILLAGE OF LAWRENCE, NASSAU COUNTY, NY
BIN 5520290
H63029-26GR PIN 0762.06

ITEM NUMBER	UNIT	QTY.	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CENTS	AMOUNT BID DOLLARS	AMOUNT BID CENTS
697.03	DC	400,000	FIELD CHANGE PAYMENT FOR ONE AND 00/100 DOLLARS CENTS	$1	.00	$400,000	.00
698.04	DC	10,000	ASPHALT PRICE ADJUSTMENT FOR ONE AND 00/100 DOLLARS CENTS	$1	.00	$10,000	.00
698.05	DC	200	FUEL PRICE ADJUSTMENT FOR ONE AND 00/100 DOLLARS CENTS	$1	.00	$200	.00
699.040001	LS	1	MOBILIZATION FOR TWO HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS CENTS	**225,000**	**00**	**225,000**	**00**

GROSS SUM OF BID WRITTEN IN WORDS:
FIVE MILLION, EIGHT HUNDRED SIXTY-FOUR THOUSAND SEVEN HUNDRED NINETY AND 00/100 DOLLARS

GROSS SUM OF BID WRITTEN IN FIGURES:	DOLLARS	CENTS
	$5,864,790	**00**

CONTRACTOR: H&L Contracting LLC
ADDRESS: 140 Adams Ave, Ste. B14, Hauppauge, NY 11788
BY:

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

H63029-26GR
CONTRACT NO.

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non respon

Contractor's Name and Address	Project Description (Project Title, Facility Name and Address)	Bid Date:	Total Contract Amt:
H&L Contracting LLC 140 Adams Ave, Suite B14 Hauppauge, NY 11788 Federal ID No.: [redacted]	Rehabilitation of Bannister Creek Bridge, Village of Lawrence, Town of Hempstead	5/26/26	

Indicate ANY work to be **self-performed** by the contractor in the following categories (check all that apply):

- ☐ Plumbing and Gas Fitting
- ☐ Steam Heating, Hot Water Heating, Ventilating and AC Apparatus
- ☐ Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e. **no subcontractors** will be used, please check this box [ ], skip to bottom of form, and sign it as required.

Subcontractor's Name, Address and Federal ID No	Check ( ) ***only*** one. Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventiliating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
HINCK ELECTRICAL CONTRACTORS 75 ORVILLE DR., SUITE 1, BOHEMIA, NY 11716 Federal ID No. 11-2215346	☐	☐	☑	ELECTRICAL	34,896.00
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		

This form must be filled out completely and legibly, signed by a company authorized representative and included in a **separate, sealed envelope** within the bid envelope. Use and additional page if needed.

Failure to complete this form accurately and in its entirety, may result in a non responsive bid determination.

Company Authorized Signature: _____ Title: Managing member Date: 5/26/26

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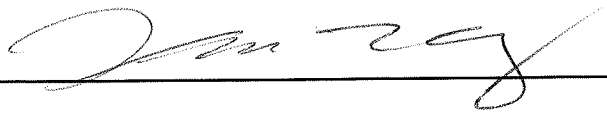
Appendix C:

Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j(3) and §139-j(6)(b)

Offerer Certification:

Offerer affirms that it understands and agrees to comply with the procedures of the Government
Entity relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

Date: 5/26/26

Signature: 

Name: Keith Haney

Title: Managing Member

Contractor Name: H+L Contracting LLC

Contractor Address: 140 Adams Avenue
Suite B1-4
Hauppauge, NY 11788

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U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Keith Haney, Managing Member — 5/26/26 (m/d/yy)
Name and Title of Authorized Representative

Signature — 5/26/26 Date

H+L Contracting LLC
Name of Organization

140 Adams Avenue, Suite B14, Hauppauge, NY 11788
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,

Yes ___ No X

if yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ___ No ___

[signature] H+L Contracting LLC

(Contractor's Signature) (Name of Business)

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IRAN DIVESTMENT ACT – CERTIFICATION

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/List of Entities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

X **a. Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

___ **b. Certification that the Bidder's investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

5/20/26 Keith Heney, Managing Member

Signature/Date Print Name and Position

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APPENDIX 2
IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Transportation (NYSDOT) may approve a request for Assignment of Contract

During the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification, NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

APPENDIX 2-S
IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

PROPOSAL: For all work in accordance with the drawings and specifications:

H&L Contracting LLC
(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number _____

Firm or Corporation's Federal ID Number [redacted]

Firm or Corporation's Municipal License ID Number _____

Municipal Licensing Agency _____

By: _____ Date: 5/26/26

(Print) Keith Haney Title: Managing Member

WHERE BIDDER IS A CORPORATION, ADD:

ATTEST: _____
Secretary

(CORPORATE)
(SEAL)

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QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 13

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 20+

   b. as a Subcontractor 20+

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
see attached			

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
see attached			

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to You? No
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? No
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

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WORK ON HAND

H & L CONTRACTING LLC

Road	23-23	H & L CONTRACTING, LLC	Roadway Resurfacing - Part A	PW# 16-23	Town of Hempstead	350 Front Street	Hempstead	NY	11550	Nassau	[redacted]	ompleted	6/7/2025	100%
Road	23-24	EL SOL CONTRACTING	Bridge Rehabilitation of Bruckner Expressway over Rosedale Ave	D264892	NYSDOT	50 Wolf Rd	Albany	NY	12232	NYC		ompleted	12/31/2025	100%
Road	23-25	JOHN CIVETTA & SONS, INC.	JFK Terminal 6 & 7 Project	JFKT6-01-070-009	JFK Millennium Partners	295 Madison Ave	New York	NY	10017	New York		ompleted	9/30/2023	100%
Marine	23-26	HINCK ELECTRIC CORP	T&M Repairs at the Quogue Drawbridge	PO# DPW00003205	County of Suffolk	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	10/31/2023	100%
Airport	23-27	H & L CONTRACTING, LLC	Taxiway C Rehabilitation and Taxiway G Lighting Replacement	DAT2023-004	Town of Islip	100 Arrival Ave	Ronkonkoma	NY	11779	Suffolk		ompleted	12/31/2023	100%
Dredge	23-28	H & L CONTRACTING, LLC	Construction of Access Channel - Alloway / Wind Port	DP 23705	NJDOT	PO Box 600	Trenton	NJ	08625	Salem		ompleted	3/31/2024	100%
Dredge	23-29	H & L CONTRACTING, LLC	Maintenance dredging of Browns Creek	W912DS23C0014	USACE	26 Federal Plaza	New York	NY	10278	Suffolk		ompleted	3/31/2024	100%
Airport	23-30	H & L CONTRACTING, LLC	Rehab of Taxiways C6 and W	JFK 184.045	Port Authority of NY & NJ	4 World Trade Center	New York	NY	10007	Queens		ompleted	11/30/2023	100%
Road	23-31	H & L CONTRACTING, LLC	NYSDOT Maintenance Yard, Glen Cove Road @ East Hills	PO#0000012229	NYSDOT	50 Wolf Rd	Albany	NY	12232	Suffolk		ompleted	9/15/2023	100%
Road	23-32	H & L CONTRACTING, LLC	Highway Concrete Repairs NY27 from Rt 112 to CR 101	D265059	NYSDOT	50 Wolf Rd	Albany	NY	12232	Suffolk		ompleted	2/28/2025	100%
Marine	23-33	K2 CONTRACTING GROUP	Haque Basin Piles Replacement, Kings Point, NY	#23USMMA00301	US DOT/Maritime Administration	1200 New Jersey Avenue, SE	Washington	DC	20590	Washington		ompleted	11/17/2023	100%
Dredge	23-34	H & L CONTRACTING, LLC	Dredging at Champlin Creek, Tallulah & Davison Lagoons	WW 23-10	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	11/30/2023	100%
Dredge	23-35	H & L CONTRACTING, LLC	Dredging at Shinnecock Inlet East Cut	WW 23-09	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	12/31/2023	100%
Road	23-36	EL SOL CONTRACTING	Bridge Rehabilitation of Bradley & Woolley Avenue over the Staten Island Expressway	D264749	NYSDOT	50 Wolf Rd	Albany	NY	12232	Richmond		ompleted	12/31/2023	100%
Road	23-37	H & L CONTRACTING, LLC	Resurface Various County Roads H61587-75G	H61587-75G	NCDPW LD040398	1194 Prospect Ave	Westbury	NY	11590	Nassau		ompleted	9/30/2024	100%
Bridge	23-38	H & L CONTRACTING, LLC	Rehabilitation of Charles Lindbergh Blvd Bridge over Meadowbrook State Parkway	H63029-17G	NCDPW LD040653	1194 Prospect Ave	Westbury	NY	11590	Nassau		ctive	11/30/2025	76%
Dredge	23-39	H & L CONTRACTING, LLC	Dredging at Newport Beach	Private work	Newport Beach Property Association	69 Driftwood Lane	E. Moriches	NY	11940	Suffolk		ompleted	9/30/2023	100%
Airport	23-40	FERREIRA CONSTRUCTION	JFK T1 Airside Asphalt Repair	FCC 2209	Port Authority of NY & NJ	4 World Trade Center	New York	NY	10007	Queens		ompleted	10/31/2023	100%
Dredge	23-41	H & L CONTRACTING, LLC	South Oyster Bay Canal Dredging	DPW23-254	Town of Oyster Bay	54 Audrey Avenue	Oyster Bay	NY	11771	Suffolk		ompleted	1/31/2024	100%
Road	23-42	H & L CONTRACTING, LLC	Resurfacing of CR 83, Patchogue Mt Sinai Rd	CP 5548	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	11/30/2024	100%
Road	23-43	H & L CONTRACTING, LLC	Highway Safety Improvements - Various Locations	D265109	NYSDOT	50 Wolf Rd	Albany	NY	12232	Suffolk		ctive	2/25/2025	88%
Road	23-44	SUFFOLK PAVING CORP	Asphalt Paving - Village of Hempstead	BID #8-HEMV 2022/2023	VILLAGE OF HEMPSTEAD	30 N. Dunton Ave	Medford	NY	11763	Nassau		ompleted	11/30/2023	100%
Marine	23-45	H & L CONTRACTING, LLC	Reconstruction of Shinnecock Canal Locks Phase IX	CP 5343.316	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	9/30/2024	100%
Dredge	23-46	H & L CONTRACTING, LLC	Beach Colony, North Sea Rd, Southampton	Private work								ompleted	12/31/2024	100%
Stone	23-47	MICHAELS STONE CORP	Stone Delivery	Private work								ompleted	5/31/2024	100%
Dredge	23-48	H & L CONTRACTING, LLC	NJ Patcong Creek Channel- Maintenance dredging & channel improvements	DP 23704	NJDOT	PO Box 600	Trenton	NJ	08625	Ocean City		ompleted	11/30/2024	100%
Admin	24-MA	2024 MAINTENANCE	H&L Equipment Maintenance, no revenue									ompleted	12/31/2024	100%
Rent	24-01	MISCELLANEOUS RENTALS										ompleted	12/31/2024	100%
Road	24-02	EL SOL/DEFOE JV	Asphalt Milling & Paving, Bruckner Expressway @ Hunts Point Ave, Contract III	D900055	NYSDOT	50 Wolf Rd	Albany	NY	12232	Bronx		ompleted	12/31/2025	100%
Marine	24-03	H & L CONTRACTING, LLC	Fire Island Trap Bags	PO#CE000000751	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	4/30/2024	100%
Road	24-04	H & L CONTRACTING, LLC	Pavement Preservation (Asphalt)- NYC	D265159	NYSDOT	50 Wolf Rd	Albany	NY	12232	5 Boros		ompleted	6/30/2026	100%
Parks	24-05	APPLIED LANDSCAPE TECH	Pavement Milling and Disposal at Corona Park	Q099-319M	NY CITY DEPT OF PARKS & RECREATION	145 River Road	Montville	NJ	07045	Queens		ompleted	3/31/2024	100%
Road	24-06	H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 12	H61587-PR12	NCDPW	1194 Prospect Ave	Westbury	NY	11590	Nassau		ompleted	11/30/2024	100%
Road	24-07	H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 13	H61587-PR13	NCDPW	1194 Prospect Ave	Westbury	NY	11590	Nassau		ompleted	11/30/2024	100%
Marine	24-08	WEEKS MARINE	T Groins @ Union Beach NJ	108051-05	USACE	4 Commerce Drive	Cranford	NJ	07016	Washington		ompleted	6/30/2024	100%
Road	24-09	EE CRUZ CO., INC	Asphalt Paving & Milling, Bronx River Parkway Bridge over Amtrak/CSX	SC-167-022 (D264883)	EE CRUZ COMPANY INC	16-16 Whitestone Expressway	Whitestone	NY	11357	Bronx		ctive	1/31/2026	7%
Marine	24-10	H & L CONTRACTING, LLC	Oyster Shelling	SMD 24-01	Commonwealth of VA	380 Fenwick Rd	Fort Monroe	VA	23651	Northampton		ompleted	8/1/2024	100%
Bridge	24-11	PRATT BROTHERS	Nassau County Bridge Repairs, starting 2024	H66302W	NCDPW	1194 Prospect Ave	Westbury	NY	11590	Nassau		ompleted	8/31/2020	100%
Marine	24-12	H & L CONTRACTING, LLC	Emergency repairs and rehabilitation of tidal gates at East Island	PO # 240285-000	City of Glen Cove	9 Glen Street	Glen Cove	NY	11542	Nassau		ompleted	10/31/2024	100%
Road	24-13	H & L CONTRACTING, LLC	Asphalt Pavement Repairs at Anchorage Yacht Club		Anchorage Yacht club	East Shore Road	Lindenhurst	NY	11757	Nassau		ompleted	6/30/2024	100%
Road	24-14	H & L CONTRACTING, LLC	2024 Roadway Pavement of Various roads	PW # 7-24	Town of Hempstead	350 Front Street	Hempstead	NY	11550	Nassau		ctive	12/31/2025	61%
Road	24-15	EL SOL CONTRACTING/ES II	Design-Build Services for Cross Bay Bridge and Marine Parkway Bridge	CB-30	MTA Construction & Development	2 Broadway	New York	NY	10004	New York		ompleted	8/31/2024	100%
Road	24-16	H & L CONTRACTING, LLC	Asphalt Pavement Resurfacing - Southern State Pkwy	D265258	NYSDOT	50 Wolf Rd	Albany	NY	12232	Nassau		ompleted	7/21/2025	100%
Dredge	24-17	H & L CONTRACTING, LLC	JOC Maintenance dredging 2024 - NORTH BARNAGET	DP 24701 / CONT#24-32749	NJDOT	PO Box 600	Trenton	NJ	08625	Monmouth		ompleted	7/31/2025	100%

WORK ON HAND

H & L CONTRACTING LLC

Dredge	24-18	H & L CONTRACTING, LLC	JOC Maintenance dredging 2024 - SOUTH	DP 24702 / CONT#24-32750	NJDOT	PO Box 600	Trenton	NJ	08625	Burlington	[redacted]	Completed	7/31/2025	100%
Marine	24-19	SCOBO	Barge rental for Glen Cove Fireworks Display	Private work	Frank Scobbo Contractors, INC	2 Jeannette Drive	Port Washington	NY	11050	Nassau		Completed	7/6/2024	100%
Road	24-20	SCATT MATERIALS	Town of Brookhaven Road Resurfacing Program	20240060	Town of Brookhaven	One Independence Hill	Farmingville	NY	11738	Suffolk		Active	4/30/2027	90%
Rail	24-21	H & L CONTRACTING, LLC	Guide rail replacement various locations	D265269	NYSDOT	50 Wolf Rd	Albany	NY	12232	Suffolk		Active	10/1/2025	92%
Marine	24-22	SEACOAST CONSTRUCTION	Mid Chesapeake Bay Ecosystem restoration-Barren Island Phase 2	W912DR24B0002	USACE	2 Hopkins Plaza	Baltimore	MD	21201	Talbot, MD		Active	3/31/2027	48%
Dredge	24-23	SEACOAST CONSTRUCTION	Maintenance dredging of the Mattituck Harbor	W912DS24B0005	USACE	26 Federal Plaza	New York	NY	10278	Suffolk		Completed	1/31/2025	100%
Bridge	24-24	GREENMAN-PEDERSEN, INC.	Cross Bronx Expressway, Nightly Inspection Assist	PO#BAB-2200061.00	Greenman-Peterson, Inc.	325 West Main Street	Babylon	NY	11702	Bronx		Completed	9/30/2024	100%
Dredge	24-25	H & L CONTRACTING, LLC	Maintenance dredging of the Long Island Intracoastal Waterway	W912DS24C0027	USACE	26 Federal Plaza	New York	NY	10278	Suffolk		Completed	12/31/2024	100%
Road	24-27	H & L CONTRACTING, LLC	Drainage enhancement	D265214	NYSDOT	50 Wolf Rd	Albany	NY	12232	Nassau		Active	12/31/2025	48%
Dredge	24-28	H & L CONTRACTING, LLC	Dredging @ Corey Creek and Boylan Lane	WW 24-02	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Completed	3/31/2025	100%
Dredge	24-29	H & L CONTRACTING, LLC	Furnish Equipment for beach nourishment dredging @ Meschutt Beach	WW 24-04	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Completed	4/30/2025	100%
Dredge	24-30	H & L CONTRACTING, LLC	Maintenance dredging- Napeague Harbor	WW 24-05	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Completed	4/30/2025	100%
Dredge	24-31	H & L CONTRACTING, LLC	Boylan Lane Repair/Restore Dike	WW 24-06	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Completed	5/31/2025	100%
Dredge	24-32	H & L CONTRACTING, LLC	Swan Creek Repair/Restore dike	WW 24-07 & 24-08	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Completed	5/31/2025	100%
Bridge	24-33	H & L CONTRACTING, LLC	Bridge Maintenance Repair Where and When	D265303	NYSDOT	50 Wolf Rd	Albany	NY	12232	Suffolk		Active	12/31/2026	95%
Airport	24-34	H & L CONTRACTING, LLC	Rehabilitation of Various Taxiway Pavement and Lighting	LGA-124.463	Port Authority of NY & NJ	4 World Trade Center	New York	NY	10007	Queens		Active	11/10/2026	26%
Rail	24-35	H & L CONTRACTING, LLC	Rustic Rail Replacement - various locations	D265270	NYSDOT	50 Wolf Rd	Albany	NY	12232	Suffolk		Active	10/31/2025	75%
Road	24-36	H & L CONTRACTING, LLC	Asphalt Paving at South Brooklyn Marine Terminal Port Upgrade	1223023J-000.004D	Skanska SBMT Builders, A Joint Venture	350 Fifth Avenue	New York	NY	10118	Kings		Active	8/31/2026	98%
Road	24-37	H & L CONTRACTING, LLC	NYSDOT Maintenance Yard, Central Islip Yard	PO 000092065	NYSDOT	50 Wolf Rd	Albany	NY	12232	Suffolk		Completed	1/31/2025	100%
Dredge	24-38	H & L CONTRACTING, LLC	Carter Creek Dredging	Suffolk County Piggyback	Town of Southampton	240 West Montauk Highway	Hampton Bays	NY	11946	Suffolk		Completed	12/31/2024	100%
Rent	25-01	MISCELLANEOUS RENTALS										Completed	12/31/2025	100%
Dredge	25-02	GREAT LAKES	Fire Island Inlet Crossovers		USACE	26 Federal Plaza	New York	NY	10278	Suffolk		Completed	6/30/2025	100%
Airport	25-03	TULLY -HL JV LLC	Rehabilitation of Taxiways A & B East and South	UJFK124025	Port Authority of NY & NJ	4 World Trade Center	New York	NY	10007	Queens		Active	10/23/2026	65%
Airport	25-04	Skanska Halmar JFK JV	JFK Roadways Project #90009350	JFK-174.334	Port Authority of NY & NJ	75-20 Astoria Blvd	East Elmhurst	NY	11370	Queens		Active	12/31/2026	39%
Marine	25-05	H & L CONTRACTING, LLC	Spring Creek North Ecosystem Restoration Project	W912DS25C0003	USACE	26 Federal Plaza	New York	NY	10278	Brooklyn/Queen		Active	2/20/2027	28%
Road	25-06	EL SOL CONTRACTING/ES II JV	Brige rehabilitation of Fort Hamilton Parkway over Gowanus Expressway	D265310	NYSDOT	50 Wolf Rd	Albany	NY	12232	New York		Completed	4/30/2025	100%
Road	25-07	SCATT MATERIALS	Furnish and Install Asphalt Concrete on Town Roads	#25G16	Town of Babylon	200 E. Sunrise Highway	Lindenhurst	NY	11757	Suffolk		Active	2/4/2026	39%
Marine	25-08	H&L CONTRACTING LLC	Crossover rehab Fire Island	DPW000004125	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Completed	5/31/2025	100%
Marine	25-09	H&L CONTRACTING LLC	SCPD Emergency Dredging - Timber Point Marina	DPW00004164	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Completed	12/31/2025	100%
Marine	25-10	H & L CONTRACTING, LLC	Oyster Shelling	SMD 25-01	Commonwealth of VA	380 Fenwick Rd	Fort Monroe	VA	23651	Northampton		Completed	9/30/2025	100%
Marine	25-11	H&L CONTRACTING LLC	Potomack River Fisheries Commission	PO# 2025-06-09	Potomack River Fisheries Commission	222 Taylor Street	Colonial Beach	VA	22443	Northampton		Completed	6/18/2025	100%
Road	25-12	H&L CONTRACTING LLC	State Route Resurfacing - Queens & the Bronx	HW349TOUR	Design and Construction (NYSDDC)	30-30 Thomson Avenue	Long Island City	NY	11101	Queens/Bronx		Active	12/27/2026	0%
Dredge	25-13	H&L CONTRACTING LLC	Maintenance Dredging Berkely Channels - Stouts Creek	DP 25701	NJDOT	PO Box 600	Trenton	NJ	08625	Monmouth		Completed	7/31/2025	100%
Road	25-14	H&L CONTRACTING LLC	Pavement Preservation (Asphalt)	D265500	NYSDOT	50 Wolf Rd	Albany	NY	12232	New York		Active	11/15/2026	57%
Dredge	25-15	PW Grosser	Test Holes at Browns River		SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Completed	6/30/2025	100%
Road	25-16	EL SOL CONTRACTING/ES II JV	Brige Rehabilitation of BQE Viaduct Over Laurel Hill Blvd.	D265361	NYSDOT	50 Wolf Rd	Albany	NY	12232	New York		Active	12/31/2027	0%
Road	25-17	BEL AIR ELECTRIC	5KV FEEDER REHABILITATION PROJECT	JFK-124.037	Port Authority of NY & NJ	4 World Trade Center	New York	NY	10007	Queens		Active	10/31/2025	5%
Road	25-18	H&L CONTRACTING LLC	Bridge Repairs - Various Locations in the Town of Hempstead	D265542	NYSDOT	50 Wolf Rd	Albany	NY	12232	New York		Active	3/31/2028	0%
Dredge	25-19	H&L CONTRACTING LLC	Lake Montauk Harbor	W912DS25CA0017	USACE	26 Federal Plaza	New York	NY	10278	Brooklyn/Queen		Active	1/15/2026	77%
Dredge	25-20	H&L CONTRACTING LLC	Maintenance dredging @ Long Island Intracoastal Waterway	W912DS25Ca0011	USACE	26 Federal Plaza	New York	NY	10278	Suffolk		Completed	12/31/2025	100%
Road	25-21	H&L CONTRACTING LLC	CR97 Nicolls Rd to CR 85 Montauk Hwy to Furrows Rd, PO#DPW00004382	MACMFP031923/CP 5512.313, 5014.369	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Active	5/31/2026	0%
Road	25-22	JOHN CIVETTA & SONS, INC.	Asphalt Milling and Paving at Cutter Mill Road	H63036-01G	NCDPW	1123 Bronx River Avenue	Bronx	NY	10472	Nassau		Completed	12/31/2025	100%
Road	25-23	DEFOE CORP.	Bridge Replacement of Hospital Road over Rte. 27, North Service Rd	D264397	NYSDOT	50 Wolf Rd	Albany	NY	12232	New York		Completed	12/1/2025	100%
Dredge	25-24	H&L CONTRACTING LLC	Dredging of Howells Creek	PO#14256	Village of Bellport	29 Bellport Lane	Bellport	NY	11713	Suffolk		Completed	12/31/2025	100%

WORK ON HAND

H & L CONTRACTING LLC

Marine	25-25	H&L CONTRACTING LLC	Cedar Creek Ocean Outfall Diffuser Modification	S3C067-22G	NCDPW	1194 Prospect Ave	Westbury	NY	11590	Nassau	[redacted]	Active	12/31/2027	0%
Rent	26-01	MISCELLANEOUS RENTALS										Active	12/31/2026	0%
Road	26-02	H&L CONTRACTING LLC	Pavement Preservation & Crack Sealing - various locations	D265614	NYDOT	50 Wolf Rd	Albany	NY	12232			Active		0%
Marine	26-03	H&L CONTRACTING LLC	Repairs for Oyster Bay									Active		
Misc	26-04	PRATT BROS.	Install Screen Wall at Green Acres Mall	PO	Whiting-Turner							Active	12/31/2026	0%
Road	26-05	H&L CONTRACTING LLC	LIE RTE495 North Service Road From CR93 Ocean Avenue to Terry Road, HW26-06	(5599.323, 324, 5014.370)	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Active	6/30/2026	0%
Road	26-06	H&L CONTRACTING LLC	Concrete pavement restoration various locations Southern State Pkwy	D265699	NYSDOT	50 Wolf Rd	Albany	NY	12232	Nassau		Active		0%
Bridge	26-07	H&L CONTRACTING LLC	Bridge Where & When Contract Various Locations	D265708	NYSDOT	50 Wolf Rd	Albany	NY	12232			Active		0%
Road	26-08	H&L CONTRACTING LLC	Pavement Resurfacing NY 24 from MSP to NY 110	D265733	NYSDOT	50 Wolf Rd	Albany	NY	12232			Active		0%
Road	26-09	Posillico/H&L JV	Asphalt Pavement Resurfacing NY 110 from NY 27 to Baylis Road	D265734	NYSDOT	50 Wolf Rd	Albany	NY	12232	Nassau/Suffolk		Active		0%
Road	26-11	H&L CONTRACTING LLC	2026 Roadway Resurfacing - Part A	PW # 27-25	Town of Hempstead	1 Washington Street	Hempstead	NY	11550	Nassau		Active	4/15/2028	0%
Road	26-12	H&L CONTRACTING LLC	Asphalt Pavement Resurfacing NY 27 Nassau/Suffolk	D265740	NYSDOT	50 Wolf Rd	Albany	NY	12232	Nassau/Suffolk		Active		0%
Rail	26-13	PRATT BROS.	Install Guide Rail at Brookhaven Rail Terminal	PO#25375-001	Brookhaven Rail Terminal	333 Marcus Blvd.	Hauppauge	NY	11788	Suffolk		Active	6/30/2026	0%
Road	26-14	POSILLICO/H&I JV	Asphalt Pavement Resurfacing 495 Queens/Nassau to exit 40	D265742	NYSDOT	50 Wolf Rd	Albany	NY	12232	Queens/Nassau				0%
Road	26-15	H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 17	H61587-PR17	NCDPW	1194 Prospect Ave	Westbury	NY	11590	Nassau				0%
Airport	26-16	POSILLICO GROUP	Taxiway Kilo Golf @ JFK Airport		Terminal One							Active	5/31/2026	0%

WORK ON HAND

H & L CONTRACTING LLC

Road	23-23	H & L CONTRACTING, LLC	Roadway Resurfacing - Part A	PW# 16-23	Town of Hempstead	350 Front Street	Hempstead	NY	11550	Nassau	[redacted]	Completed	6/7/2025	100%
Road	23-24	EL SOL CONTRACTING	Bridge Rehabilitation of Bruckner Expressway over Rosedale Ave	D264892	NYSDOT	50 Wolf Rd	Albany	NY	12232	NYC		Completed	12/31/2025	100%
Road	23-25	JOHN CIVETTA & SONS, INC.	JFK Terminal 6 & 7 Project	JFKT6-01-070-009	JFK Millennium Partners	295 Madison Ave	New York	NY	10017	New York		Completed	9/30/2023	100%
Marine	23-26	HINCK ELECTRIC CORP	T&M Repairs at the Quogue Drawbridge	PO# DPW00003205	County of Suffolk	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Completed	10/31/2023	100%
Airport	23-27	H & L CONTRACTING, LLC	Taxiway C Rehabilitation and Taxiway G Lighting Replacement	DAT2023-004	Town of Islip	100 Arrival Ave	Ronkonkoma	NY	11779	Suffolk		Completed	12/31/2023	100%
Dredge	23-28	H & L CONTRACTING, LLC	Construction of Access Channel - Alloway / Wind Port	DP 23705	NJDOT	PO Box 600	Trenton	NJ	08625	Salem		Completed	3/31/2024	100%
Dredge	23-29	H & L CONTRACTING, LLC	Maintenance dredging of Browns Creek	W912DS23C0014	USACE	26 Federal Plaza	New York	NY	10278	Suffolk		Completed	3/31/2024	100%
Airport	23-30	H & L CONTRACTING, LLC	Rehab of Taxiways C6 and W	JFK 184.045	Port Authority of NY & NJ	4 World Trade Center	New York	NY	10007	Queens		Completed	11/30/2023	100%
Road	23-31	H & L CONTRACTING, LLC	NYSDOT Maintenance Yard, Glen Cove Road @ East Hills	PO#0000012229	NYSDOT	50 Wolf Rd	Albany	NY	12232	Suffolk		Completed	9/15/2023	100%
Road	23-32	H & L CONTRACTING, LLC	Highway Concrete Repairs NY27 from Rt 112 to CR 101	D265059	NYSDOT	50 Wolf Rd	Albany	NY	12232	Suffolk		Completed	2/28/2025	100%
Marine	23-33	K2 CONTRACTING GROUP	Haque Basin Piles Replacement, Kings Point, NY	#23USMMA00301	US DOT/Maritime Administration	1200 New Jersey Avenue, SE	Washington	DC	20590	Washington		Completed	11/17/2023	100%
Dredge	23-34	H & L CONTRACTING, LLC	Dredging at Champlin Creek, Tallulah & Davison Lagoons	WW 23-10	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Completed	11/30/2023	100%
Dredge	23-35	H & L CONTRACTING, LLC	Dredging at Shinnecock Inlet East Cut	WW 23-09	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Completed	12/31/2023	100%
Road	23-36	EL SOL CONTRACTING	Bridge Rehabilitation of Bradley & Woolley Avenue over the Staten Island Expressway	D264749	NYSDOT	50 Wolf Rd	Albany	NY	12232	Richmond		Completed	12/31/2023	100%
Road	23-37	H & L CONTRACTING, LLC	Resurface Various County Roads H61587-75G	H61587-75G	NCDPW LD040398	1194 Prospect Ave	Westbury	NY	11590	Nassau		Completed	9/30/2024	100%
Bridge	23-38	H & L CONTRACTING, LLC	Rehabilitation of Charles Lindbergh Blvd Bridge over Meadowbrook State Parkway	H63029-17G	NCDPW LD040653	1194 Prospect Ave	Westbury	NY	11590	Nassau		Active	11/30/2025	76%
Dredge	23-39	H & L CONTRACTING, LLC	Dredging at Newport Beach	Private work	Newport Beach Property Association	69 Driftwood Lane	E. Moriches	NY	11940	Suffolk		Completed	9/30/2023	100%
Airport	23-40	FERREIRA CONSTRUCTION	JFK T1 Airside Asphalt Repair	FCC 2209	Port Authority of NY & NJ	4 World Trade Center	New York	NY	10007	Queens		Completed	10/31/2023	100%
Dredge	23-41	H & L CONTRACTING, LLC	South Oyster Bay Canal Dredging	DPW23-254	Town of Oyster Bay	54 Audrey Avenue	Oyster Bay	NY	11771	Suffolk		Completed	1/31/2024	100%
Road	23-42	H & L CONTRACTING, LLC	Resurfacing of CR 83, Patchogue Mt Sinai Rd	CP 5548	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Completed	11/30/2024	100%
Road	23-43	H & L CONTRACTING, LLC	Highway Safety Improvements - Various Locations	D265109	NYSDOT	50 Wolf Rd	Albany	NY	12232	Suffolk		Active	2/25/2025	88%
Road	23-44	SUFFOLK PAVING CORP	Asphalt Paving - Village of Hempstead	BID #8-HEMV 2022/2023	VILLAGE OF HEMPSTEAD	30 N. Dunton Ave	Medford	NY	11763	Nassau		Completed	11/30/2023	100%
Marine	23-45	H & L CONTRACTING, LLC	Reconstruction of Shinnecock Canal Locks Phase IX	CP 5343.316	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Completed	9/30/2024	100%
Dredge	23-46	H & L CONTRACTING, LLC	Beach Colony, North Sea Rd, Southampton	Private work								Completed	12/31/2024	100%
Stone	23-47	MICHAELS STONE CORP	Stone Delivery	Private work								Completed	5/31/2024	100%
Dredge	23-48	H & L CONTRACTING, LLC	NJ Patcong Creek Channel- Maintenance dredging & channel improvements	DP 23704	NJDOT	PO Box 600	Trenton	NJ	08625	Ocean City		Completed	11/30/2024	100%
Admin	24-MA	2024 MAINTENANCE	H&L Equipment Maintenance, no revenue									Completed	12/31/2024	100%
Rent	24-01	MISCELLANEOUS RENTALS										Completed	12/31/2024	100%
Road	24-02	EL SOL/DEFOE JV	Asphalt Milling & Paving, Bruckner Expressway @ Hunts Point Ave, Contract III	D900055	NYSDOT	50 Wolf Rd	Albany	NY	12232	Bronx		Completed	12/31/2025	100%
Marine	24-03	H & L CONTRACTING, LLC	Fire Island Trap Bags	PO#CE000000751	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Completed	4/30/2024	100%
Road	24-04	H & L CONTRACTING, LLC	Pavement Preservation (Asphalt)- NYC	D265159	NYSDOT	50 Wolf Rd	Albany	NY	12232	5 Boros		Completed	6/30/2026	100%
Parks	24-05	APPLIED LANDSCAPE TECH	Pavement Milling and Disposal at Corona Park	Q099-319M	NY CITY DEPT OF PARKS & RECREATION	145 River Road	Montville	NJ	07045	Queens		Completed	3/31/2024	100%
Road	24-06	H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 12	H61587-PR12	NCDPW	1194 Prospect Ave	Westbury	NY	11590	Nassau		Completed	11/30/2024	100%
Road	24-07	H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 13	H61587-PR13	NCDPW	1194 Prospect Ave	Westbury	NY	11590	Nassau		Completed	11/30/2024	100%
Marine	24-08	WEEKS MARINE	T Groins @ Union Beach NJ	108051-05	USACE	4 Commerce Drive	Cranford	NJ	07016	Washington		Completed	6/30/2024	100%
Road	24-09	EE CRUZ CO., INC	Asphalt Paving & Milling, Bronx River Parkway Bridge over Amtrak/CSX	SC-167-022 (D264883)	EE CRUZ COMPANY INC	16-16 Whitestone Expressway	Whitestone	NY	11357	Bronx		Active	1/31/2026	7%
Marine	24-10	H & L CONTRACTING, LLC	Oyster Shelling	SMD 24-01	Commonwealth of VA	380 Fenwick Rd	Fort Monroe	VA	23651	Northampton		Completed	8/1/2024	100%
Bridge	24-11	PRATT BROTHERS	Nassau County Bridge Repairs, starting 2024	H66302W	NCDPW	1194 Prospect Ave	Westbury	NY	11590	Nassau		Completed	8/31/2020	100%
Marine	24-12	H & L CONTRACTING, LLC	Emergency repairs and rehabilitation of tidal gates at East Island	PO # 240285-000	City of Glen Cove	9 Glen Street	Glen Cove	NY	11542	Nassau		Completed	10/31/2024	100%
Road	24-13	H & L CONTRACTING, LLC	Asphalt Pavement Repairs at Anchorage Yacht Club		Anchorage Yacht club	East Shore Road	Lindenhurst	NY	11757	Nassau		Completed	6/30/2024	100%
Road	24-14	H & L CONTRACTING, LLC	2024 Roadway Pavement of Various roads	PW # 7-24	Town of Hempstead	350 Front Street	Hempstead	NY	11550	Nassau		Active	12/31/2025	61%
Road	24-15	EL SOL CONTRACTING/ES II	Design-Build Services for Cross Bay Bridge and Marine Parkway Bridge	CB-30	MTA Construction & Development	2 Broadway	New York	NY	10004	New York		Completed	8/31/2024	100%
Road	24-16	H & L CONTRACTING, LLC	Asphalt Pavement Resurfacing - Southern State Pkwy	D265258	NYSDOT	50 Wolf Rd	Albany	NY	12232	Nassau		Completed	7/21/2025	100%
Dredge	24-17	H & L CONTRACTING, LLC	JOC Maintenance dredging 2024 - NORTH BARNAGET	DP 24701 / CONT#24-32749	NJDOT	PO Box 600	Trenton	NJ	08625	Monmouth		Completed	7/31/2025	100%

WORK ON HAND

H & L CONTRACTING LLC

Dredge	24-18	H & L CONTRACTING, LLC	JOC Maintenance dredging 2024 - SOUTH	DP 24702 / CONT#24-32750	NJDOT	PO Box 600	Trenton	NJ	08625	Burlington	[redacted]	ompleted	7/31/2025	100%
Marine	24-19	SCOBO	Barge rental for Glen Cove Fireworks Display	Private work	Frank Scobbo Contractors, INC	2 Jeannette Drive	Port Washington	NY	11050	Nassau		ompleted	7/6/2024	100%
Road	24-20	SCATT MATERIALS	Town of Brookhaven Road Resurfacing Program	20240060	Town of Brookhaven	One Independence Hill	Farmingville	NY	11738	Suffolk		ctive	4/30/2027	90%
Rail	24-21	H & L CONTRACTING, LLC	Guide rail replacement various locations	D265269	NYSDOT	50 Wolf Rd	Albany	NY	12232	Suffolk		ctive	10/1/2025	92%
Marine	24-22	SEACOAST CONSTRUCTION	Mid Chesapeake Bay Ecosystem restoration-Barren Island Phase 2	W912DR24B0002	USACE	2 Hopkins Plaza	Baltimore	MD	21201	Talbot, MD		ctive	3/31/2027	48%
Dredge	24-23	SEACOAST CONSTRUCTION	Maintenance dredging of the Mattituck Harbor	W912DS24B0005	USACE	26 Federal Plaza	New York	NY	10278	Suffolk		ompleted	1/31/2025	100%
Bridge	24-24	GREENMAN-PEDERSEN, INC.	Cross Bronx Expressway, Nightly Inspection Assist	PO#BAB-2200061.00	Greenman-Peterson, Inc.	325 West Main Street	Babylon	NY	11702	Bronx		ompleted	9/30/2024	100%
Dredge	24-25	H & L CONTRACTING, LLC	Maintenance dredging of the Long Island Intracoastal Waterway	W912DS24C0027	USACE	26 Federal Plaza	New York	NY	10278	Suffolk		ompleted	12/31/2024	100%
Road	24-27	H & L CONTRACTING, LLC	Drainage enhancement	D265214	NYSDOT	50 Wolf Rd	Albany	NY	12232	Nassau		ctive	12/31/2025	48%
Dredge	24-28	H & L CONTRACTING, LLC	Dredging @ Corey Creek and Boylan Lane	WW 24-02	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	3/31/2025	100%
Dredge	24-29	H & L CONTRACTING, LLC	Furnish Equipment for beach nourishment dredging @ Meschutt Beach	WW 24-04	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	4/30/2025	100%
Dredge	24-30	H & L CONTRACTING, LLC	Maintenance dredging- Napeague Harbor	WW 24-05	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	4/30/2025	100%
Dredge	24-31	H & L CONTRACTING, LLC	Boylan Lane Repair/Restore Dike	WW 24-06	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	5/31/2025	100%
Dredge	24-32	H & L CONTRACTING, LLC	Swan Creek Repair/Restore dike	WW 24-07 & 24-08	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	5/31/2025	100%
Bridge	24-33	H & L CONTRACTING, LLC	Bridge Maintenance Repair Where and When	D265303	NYSDOT	50 Wolf Rd	Albany	NY	12232	Suffolk		ctive	12/31/2026	95%
Airport	24-34	H & L CONTRACTING, LLC	Rehabilitation of Various Taxiway Pavement and Lighting	LGA-124.483	Port Authority of NY & NJ	4 World Trade Center	New York	NY	10007	Queens		ctive	11/10/2026	26%
Rail	24-35	H & L CONTRACTING, LLC	Rustic Rail Replacement - various locations	D265270	NYSDOT	50 Wolf Rd	Albany	NY	12232	Suffolk		ctive	10/31/2025	75%
Road	24-36	H & L CONTRACTING, LLC	Asphalt Paving at South Brooklyn Marine Terminal Port Upgrade	1223023J-000.004D	Skanska SBMT Builders, A Joint Venture	350 Fifth Avenue	New York	NY	10118	Kings		ctive	8/31/2026	98%
Road	24-37	H & L CONTRACTING, LLC	NYSDOT Maintenance Yard, Central Islip Yard	PO 000092065	NYSDOT	50 Wolf Rd	Albany	NY	12232	Suffolk		ompleted	1/31/2025	100%
Dredge	24-38	H & L CONTRACTING, LLC	Carter Creek Dredging	Suffolk County Piggyback	Town of Southampton	240 West Montauk Highway	Hampton Bays	NY	11946	Suffolk		ompleted	12/31/2024	100%
Rent	25-01	MISCELLANEOUS RENTALS										ompleted	12/31/2025	100%
Dredge	25-02	GREAT LAKES	Fire Island Inlet Crossovers		USACE	26 Federal Plaza	New York	NY	10278	Suffolk		ompleted	6/30/2025	100%
Airport	25-03	TULLY -HL JV LLC	Rehabilitation of Taxiways A & B East and South	UJFK124025	Port Authority of NY & NJ	4 World Trade Center	New York	NY	10007	Queens		ctive	10/23/2026	65%
Airport	25-04	Skanska Halmar JFK JV	JFK Roadways Project #90009350	JFK-174.334	Port Authority of NY & NJ	75-20 Astoria Blvd	East Elmhurst	NY	11370	Queens		ctive	12/31/2026	39%
Marine	25-05	H & L CONTRACTING, LLC	Spring Creek North Ecosystem Restoration Project	W912DS25C0003	USACE	26 Federal Plaza	New York	NY	10278	Brooklyn/Queens		ctive	2/20/2027	28%
Road	25-06	EL SOL CONTRACTING/ES II JV	Brige rehabilitation of Fort Hamilton Parkway over Gowanus Expressway	D265310	NYSDOT	50 Wolf Rd	Albany	NY	12232	New York		ompleted	4/30/2025	100%
Road	25-07	SCATT MATERIALS	Furnish and Install Asphalt Concrete on Town Roads	#25G16	Town of Babylon	200 E. Sunrise Highway	Lindenhurst	NY	11757	Suffolk		ctive	2/4/2026	39%
Marine	25-08	H&L CONTRACTING LLC	Crossover rehab Fire Island	DPW000004125	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	5/31/2025	100%
Marine	25-09	H&L CONTRACTING LLC	SCPD Emergency Dredging - Timber Point Marina	DPW00004164	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	12/31/2025	100%
Marine	25-10	H & L CONTRACTING, LLC	Oyster Shelling	SMD 25-01	Commonwealth of VA	380 Fenwick Rd	Fort Monroe	VA	23651	Northampton		ompleted	9/30/2025	100%
Marine	25-11	H&L CONTRACTING LLC	Potomack River Fisheries Commission	PO# 2025-06-09	Potomack River Fisheries Commission	222 Taylor Street	Colonial Beach	VA	22443	Northampton		ompleted	6/18/2025	100%
Road	25-12	H&L CONTRACTING LLC	State Route Resurfacing - Queens & the Bronx	HW349TOUR	Design and Construction (NYSDDC)	30-30 Thomson Avenue	Long Island City	NY	11101	Queens/Bronx		ctive	12/27/2026	0%
Dredge	25-13	H&L CONTRACTING LLC	Maintenance Dredging Berkely Channels - Stouts Creek	DP 25701	NJDOT	PO Box 600	Trenton	NJ	08625	Monmouth		ompleted	7/31/2025	100%
Road	25-14	H&L CONTRACTING LLC	Pavement Preservation (Asphalt)	D265500	NYSDOT	50 Wolf Rd	Albany	NY	12232	New York		ctive	11/15/2026	57%
Dredge	25-15	PW Grosser	Test Holes at Browns River		SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	6/30/2025	100%
Road	25-16	EL SOL CONTRACTING/ES II JV	Brige Rehabilitation of BQE Viaduct Over Laurel Hill Blvd.	D265361	NYSDOT	50 Wolf Rd	Albany	NY	12232	New York		ctive	12/31/2027	0%
Road	25-17	BEL AIR ELECTRIC	5KV FEEDER REHABILITATION PROJECT	JFK-124.037	Port Authority of NY & NJ	4 World Trade Center	New York	NY	10007	Queens		ctive	10/31/2025	5%
Road	25-18	H&L CONTRACTING LLC	Bridge Repairs - Various Locations in the Town of Hempstead	D265542	NYSDOT	50 Wolf Rd	Albany	NY	12232	New York		ctive	3/31/2028	0%
Dredge	25-19	H&L CONTRACTING LLC	Lake Montauk Harbor	W912DS25CA0017	USACE	26 Federal Plaza	New York	NY	10278	Brooklyn/Queens		ctive	1/15/2026	77%
Dredge	25-20	H&L CONTRACTING LLC	Maintenance dredging @ Long Island Intracoastal Waterway	W912DS25Ca0011	USACE	26 Federal Plaza	New York	NY	10278	Suffolk		Completed	12/31/2025	100%
Road	25-21	H&L CONTRACTING LLC	CR97 Nicolls Rd to CR 85 Montauk Hwy to Furrows Rd. PO#DPW00004382	MACMFP031923/CP 5512.313, 5014.369	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Active	5/31/2026	0%
Road	25-22	JOHN CIVETTA & SONS, INC.	Asphalt Milling and Paving at Cutter Mill Road	H63036-01G	NCDPW	1123 Bronx River Avenue	Bronx	NY	10472	Nassau		Completed	12/31/2025	100%
Road	25-23	DEFOE CORP.	Bridge Replacement of Hospital Road over Rte. 27, North Service Rd	D264397	NYSDOT	50 Wolf Rd	Albany	NY	12232	New York		Completed	12/1/2025	100%
Dredge	25-24	H&L CONTRACTING LLC	Dredging of Howells Creek	PO#14256	Village of Bellport	29 Bellport Lane	Bellport	NY	11713	Suffolk		Completed	12/31/2025	100%

WORK ON HAND

H & L CONTRACTING LLC

Marine	25-25	H&L CONTRACTING LLC	Cedar Creek Ocean Outfall Diffuser Modification	S3C067-22G	NCDPW	1194 Prospect Ave	Westbury	NY	11590	Nassau	[redacted]	ctive	12/31/2027	0%
Rent	26-01	MISCELLANEOUS RENTALS										ctive	12/31/2026	0%
Road	26-02	H&L CONTRACTING LLC	Pavement Preservation & Crack Sealing - various locations	D265614	NYDOT	50 Wolf Rd	Albany	NY	12232			ctive		0%
Marine	26-03	H&L CONTRACTING LLC	Repairs for Oyster Bay									ctive		
Misc	26-04	PRATT BROS.	Install Screen Wall at Green Acres Mall	PO	Whiting-Turner							ctive	12/31/2026	0%
Road	26-05	H&L CONTRACTING LLC	LIE RTE495 North Service Road From CR93 Ocean Avenue to Terry Road, HW26-06	(5599.323, 324, 5014.370)	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ctive	6/30/2026	0%
Road	26-06	H&L CONTRACTING LLC	Concrete pavement restoration various locations Southern State Pkwy	D265699	NYSDOT	50 Wolf Rd	Albany	NY	12232	Nassau		ctive		0%
Bridge	26-07	H&L CONTRACTING LLC	Bridge Where & When Contract Various Locations	D265708	NYSDOT	50 Wolf Rd	Albany	NY	12232			ctive		0%
Road	26-08	H&L CONTRACTING LLC	Pavement Resurfacing NY 24 from MSP to NY 110	D265733	NYSDOT	50 Wolf Rd	Albany	NY	12232			ctive		0%
Road	26-09	Posillico/H&L JV	Asphalt Pavement Resurfacing NY 110 from NY 27 to Baylis Road	D265734	NYSDOT	50 Wolf Rd	Albany	NY	12232	Nassau/Suffolk		ctive		0%
Road	26-11	H&L CONTRACTING LLC	2026 Roadway Resurfacing - Part A	PW # 27-25	Town of Hempstead	1 Washington Street	Hempstead	NY	11550	Nassau		ctive	4/15/2028	0%
Road	26-12	H&L CONTRACTING LLC	Asphalt Pavement Resurfacing NY 27 Nassau/Suffolk	D265740	NYSDOT	50 Wolf Rd	Albany	NY	12232	Nassau/Suffolk		ctive		0%
Rail	26-13	PRATT BROS.	Install Guide Rail at Brookhaven Rail Terminal	PO#25375-001	Brookhaven Rail Terminal	333 Marcus Blvd.	Hauppauge	NY	11788	Suffolk		ctive	6/30/2026	0%
Road	26-14	POSILLICO/H&I JV	Asphalt Pavement Resurfacing 495 Queens/Nassau to exit 40	D265742	NYSDOT	50 Wolf Rd	Albany	NY	12232	Queens/Nassau				0%
Road	26-15	H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 17	H61587-PR17	NCDPW	1194 Prospect Ave	Westbury	NY	11590	Nassau				0%
Airport	26-16	POSILLICO GROUP	Taxiway Kilo Golf @ JFK Airport		Terminal One							ctive	5/31/2026	0%

FIVE YEARS COMPLETED WORK **H & L CONTRACTING LLC**

Marine	21-01	H & L CONTRACTING, LLC	Montauk Lighthouse	W912DS21C0004	USACE	2/14/2023	100%
Road	21-02	JOHN CIVETTA & SONS, INC.	Structural repairs of retaining walls & overpass	C48706	MTA-NYCT Transit	12/31/2021	100%
Road	21-03	H & L CONTRACTING, LLC	Priority surface treatment-Sunrise & I-495 Svce roads	D264418	NYSDOT	3/31/2022	100%
Dredge	21-04	H & L CONTRACTING, LLC	Maintenance dredging for Lakes Bay Channel, NJ	DP 15430	NJDOT	11/30/2021	100%
Dredge	21-05	H & L CONTRACTING, LLC	Oyster Bay Dredge repairs		H&L	12/31/2021	100%
Road	21-06	H & L CONTRACTING, LLC	Misc Milling		H&L	12/31/2021	100%
Marine	21-07	H & L CONTRACTING, LLC	Oyster Shelling, VA	CRD21-01	Commonwealth of VA	12/31/2021	100%
Fence	21-08	PRATT BROTHERS, INC.	Rev Arthur Mackey Sr Park -replace fence		NCDPW	11/30/2021	100%
Dredge	21-09	H & L CONTRACTING, LLC	Manasquan Dredging	DP 21446	NJDOT	5/31/2022	100%
Dredge	21-10	H & L CONTRACTING, LLC	Ketchum creek, amityville	CEADS021716	SCDPW	12/31/2021	100%
Road	21-11	GRACI PAVING ASSOCIATES INC	East John Street - Road and Storm water Improvement Project	#865-19	Village of Lindenhurst	6/30/2021	100%
Dredge	21-12	H & L CONTRACTING, LLC	Dredging of Nantuxent Creek Navigational Channel	DP 21449	NJDOT	12/31/2021	100%
Road	21-13	H & L CONTRACTING, LLC	JFK Airfield Hangar 17 & Hangar 12 paving	PO # JFK115B002	Port Authority of NY & NJ	11/7/2021	100%
Road	21-14	RICHARD GRIM INC	Asphalt Paving-Town of Hempstead, Oceanside/Bay Park	PW07-21	Town of Hempstead	8/31/2021	100%
Road	21-15	METRO PAVING ASSIST WORK	Mix-in-Place at Southwoods Road	PW #028-21	Town of Oyster Bay	8/31/2021	100%
Road	21-16	H & L CONTRACTING, LLC	Surface treatment Route 114	D264566	NYSDOT	12/31/2022	100%
Dredge	21-17	H & L CONTRACTING, LLC	Co-op	Private work	Point Pleasant Beach, NJ	12/31/2021	100%
Dredge	21-18	H & L CONTRACTING, LLC	Manasquan Yacht Club, Brielle, NJ	Private work	M.R.Y.C	5/31/2022	100%
Road	21-19	H & L CONTRACTING, LLC	Grid deck replacement - LOOP PKWY	D264563	NYSDOT	10/31/2024	100%
Airport	21-20	PETER SCALAMANDRE & SON, IN	JFK Terminal 4 Phase 2.5 Redevelopement	Subcontract 270404-82	DELTA AIRLINES	10/31/2021	100%
Dredge	21-21	H & L CONTRACTING, LLC	Mechanical dredging of Silver Eel Cove-Fishers Island	21-PW-077	SCDPW	11/11/2021	100%
Dredge	21-22	H & L CONTRACTING, LLC	Dredging at Nissequogue		SCDPW	12/31/2021	100%
Marine	21-23	GREAT LAKES	Earthmoving-Democrats Point	Subcontractor	USAOCE	3/21/2022	100%
Dredge	21-24	H & L CONTRACTING, LLC	Town of Southampton T&M		Town of Southampton	1/31/2022	100%
Road	21-25	EASTERN ENVIRONMENTAL SOL	Oil Spill Removal and Backfill		EASTERN ENVIRONMENTAL SOLUTIONS INC	11/30/2021	100%
Dredge	21-26	H & L CONTRACTING, LLC	Dredging at Smith Point Marina	CEADS090221	SCDPW	12/31/2021	100%
Dredge	21-27	H & L CONTRACTING, LLC	Dredging at Howells Creek, Town of Babylon	CEADS090221	SCDPW	12/31/2021	100%
Utility	21-28	ASPLUNDH	Bay Park Distibution Feeders		PSEG	5/31/2022	100%
Dredge	21-29	H & L CONTRACTING, LLC	Dredging at Hoffmans's Marina	Private work	Hoffman's Marina	12/31/2021	100%
Road	21-30	FIDELITY & DEPOSIT OF MARYLA	Closeout insurance for CR12 project - SCDPW	Subcontractor	Cashin Spinelli & Ferretti	12/31/2022	100%
Admin	22-MA	2022 MAINTENANCE	H&L Equipment Maintenance, no revenue			12/31/2022	100%
Bridge	22-01	H & L CONTRACTING, LLC	Swamp Road, #3-EB 495 over Roud Swamp Road, & #4-Stewart Ave Ramp to Meadowbrook Pkwy.	D264682	NYSDOT	12/31/2023	100%
Rail	22-02	H & L CONTRACTING, LLC	Guide rail - various work orders	GFI121921/CP 5180.357	SCDPW	12/17/2024	100%
Road	22-03	H & L CONTRACTING, LLC	Pavement Preservation (asphalt) at various locations, NYC including Cross Bronx Expy, Brooklyn Queens Expy, & Prospect Expy.	D264679	NYSDOT	6/20/2024	100%
Bridge	22-04	H & L CONTRACTING, LLC	over Washington Ave, #2- WB 495 over Holbrook Rd, #3- WB 495 over Blue Point Road, #4- EB 495 over Blue Point Rd, #5- CR16 (Horse Block Rd) over	D264689	NYSDOT	12/31/2023	100%

FIVE YEARS COMPLETED WORK **H & L CONTRACTING LLC**

Road	22-05	H & L CONTRACTING, LLC	Priority Resurfacing Treatment - Various Locations: #1- RTE25A, #2- Southern State Pkwy, #3- RTE111, #4- RTE27 NSR, #5- RTE27 SSR	D264714	NYSDOT	[redacted]	8/31/2023	100%
Admin	22-06	H & L CONTRACTING, LLC	Clean up at yard	Private work		[redacted]	12/31/2022	100%
Dredge	22-07	H & L CONTRACTING, LLC	Captree Boat Basin dredging	D005921/LI-CP-2022-001	NYSOPRH	[redacted]	12/31/2022	100%
Road	22-08	H & L CONTRACTING, LLC	LIE 495 and Crooked Hill Road	D264629	NYSDOT	[redacted]	8/30/2024	100%
Road	22-09	H & L CONTRACTING, LLC	Safety Enhancements	D264725	NYSDOT	[redacted]	11/9/2023	100%
Dredge	22-10	H & L CONTRACTING, LLC	Oyster Bay Dredge repairs		H&L	[redacted]	12/31/2022	100%
Road	22-11	STEVEN DUBNER LANDSCAPING	TOH East & West BLVD Bay Park	PW#45-21	TOWN OF HEMPSTEAD	[redacted]	12/31/2022	100%
Rent	22-12	MISCELLANEOUS RENTALS				[redacted]	12/31/2022	100%
Dredge	22-13	H & L CONTRACTING, LLC	Dredge Brown's River disposal-Phase II South dike	CEADS090221	SCDPW	[redacted]	7/30/2022	100%
Dredge	22-14	H & L CONTRACTING, LLC	Dredge Brown's River disposal-Phase I North dike	CEADS090221	SCDPW	[redacted]	7/30/2022	100%
Road	22-15	H & L CONTRACTING, LLC	PRIORITY RESURFACING PHASE 6	H61587-PR6	NCDPW	[redacted]	1/1/2023	100%
Airport	22-16	H & L CONTRACTING, LLC	Taxiway improvements at Republic Airport	D264801	NYSDOT	[redacted]	6/30/2024	100%
Road	22-17	RICHARD GRIM INC	Asphalt Paving-Town of Hempstead, Elmont	PW#32-21	Town of Hempstead	[redacted]	8/31/2022	100%
Marine	22-18	H & L CONTRACTING, LLC	Oyster Shelling, VA	SMD 22-01	Commonwealth of VA	[redacted]	8/1/2022	100%
Marine	22-19	SEACOAST CONSTRUCTION	50 Red Spring Lane, Glen Cove	Private work	Seacoast Construction	[redacted]	10/31/2022	100%
Dredge	22-20	H & L CONTRACTING, LLC	State Channel Maintenance Dredging (JOC)	DP 22455	NJDOT	[redacted]	12/31/2024	100%
Airport	22-21	H & L CONTRACTING, LLC	Rehabilitation of Taxiway C	JFK-114.364	Port Authority of NY & NJ	[redacted]	11/11/2022	100%
Road	22-22	SKANSKA USA BUILDING INC.	Asphalt Milling at the Major Deegan			[redacted]	9/30/2022	100%
Dredge	22-23	H & L CONTRACTING, LLC	Beach Colony, North Sea Rd, Southampton	Private work		[redacted]	12/31/2023	100%
Road	22-24	STEVEN DUBNER LANDSCAPING	NYU 181 Mercer			[redacted]	9/30/2022	100%
Misc	22-25	VESSEL RECOVERY	Shinnecock Inlet			[redacted]	9/30/2022	100%
Road	22-26	STASI BROTHERS	Mix in Place & Asphalt Paving, Valley Stream	Subcontractor	Village of Valley Stream	[redacted]	8/31/2022	100%
Road	22-27	H & L CONTRACTING, LLC	Concrete pavement repairs LIE exit 64 to 67	D264802	NYSDOT	[redacted]	11/30/2024	100%
Misc	22-28	H & L CONTRACTING, LLC	Improvement to South Ferry Dock	D264820	NYSDOT	[redacted]	4/30/2025	100%
Road	22-29	H & L CONTRACTING, LLC	Maintenance Cleaning NYC, various locations	D264834	NYSDOT	[redacted]	12/16/2024	100%
Airport	22-30	H & L CONTRACTING, LLC	Taxiways W/B Rehabilitation Construction LI Macarthur Airport	DAT2022-003	Town of Islip	[redacted]	10/31/2022	100%
Dredge	22-31	H & L CONTRACTING, LLC	Maintenance dredging of Newburyport Harbor	W912WJ22C0012	USACE	[redacted]	12/31/2022	100%
Misc	22-32	H & L CONTRACTING, LLC	Buchanan Marine - Sunken Dredge			[redacted]	12/31/2022	100%
Airport	22-33	BEL AIR ELECTRIC	Electric Assist Work at JFK Airport	JFK-144.023	Port Authority of NY & NJ	[redacted]	9/30/2022	100%
Road	22-34	PRATT BROTHERS	Asphalt Milling at Arthur Avenue Area in Bethpage NY		Town of Oyster Bay	[redacted]	11/30/2022	100%
Road	22-35	RICHARD GRIM INC	Asphalt Paving at Messick Ave & Perkins Ave	PW#07-21	Town of Hempstead	[redacted]	9/30/2022	100%
Road	22-36	ASPLUNDH	Flowerfield to Terryville PSEG Project	PO #109C127	PSEG	[redacted]	5/31/2023	100%
Road	22-38	H & L CONTRACTING, LLC	Priority Surface Treatment NY 25A, various locations	D264857	NYSDOT	[redacted]	2/15/2024	100%
Dredge	22-39	H & L CONTRACTING, LLC	Dredging Browns River	PO # 2203909	Town of Islip	[redacted]	1/30/2023	100%
Dredge	22-40	H & L CONTRACTING, LLC	Dredge Timber Point East Marina & Green Creek, Town of Islip	PO # ECP09277/WW 22-10	SCDPW	[redacted]	1/30/2023	100%

FIVE YEARS COMPLETED WORK **H & L CONTRACTING LLC**

Dredge	22-41	H & L CONTRACTING, LLC	Dredging Rye boat basin and Milton Harbor	2022-01	Rye Dept of Public Works	[redacted]	11/30/2022	100%
Fence	22-42	PRATT BROTHERS	Fence installation @ Christopher Morley Park	2020-88/NCDPW WO #29	Nassau County Dept of Public Works		12/31/2022	100%
Road	22-43	H & L CONTRACTING, LLC	Bridge Maintenance Repair Where and When	D264858	NYSDOT		12/31/2024	100%
Road	22-44	EL SOL/DEFOE JV	Asphalt Milling & Paving, Bruckner Expressway @ Hunts Point Ave	D900051	NYSDOT		8/15/2023	100%
Road	22-45	JOHN CIVETTA & SONS, INC.	JFK Airport, Taxi Stand #6 Relocation	60665875	Port Authority of NY & NJ		12/31/2022	100%
Road	22-46	L.E.B. Electric LTD	Macarthur Airport 6-24 Runway	DAT2022-005	Town of Islip		12/31/2022	100%
Road	22-47	El Sol/EsEnterprises II	Richmond Avenue, Staten Island	D264699	NYSDOT		4/30/2026	100%
Road	22-48	NASSAU COUNTY BRIDGE AUTH	Remove and Repair Drainage		NCBA		11/30/2022	100%
Dredge	22-49	H & L CONTRACTING, LLC	Maintenance dredging at Stony Brook Harbor	WW 22-11	SCDPW		1/31/2023	100%
Road	22-50	DEFOE CORP.	Asphalt Patching - Cross Bronx Expressway	D264420	NYSDOT		12/31/2022	100%
Dredge	22-51	H & L CONTRACTING, LLC	Dredging with 490 Long reach, Kingsburg, NJ		NJDOT		12/31/2022	100%
Admin	23-MA	2023 MAINTENANCE	H&L Equipment Maintenance, no revenue				12/31/2023	100%
Rent	23-01	MISCELLANEOUS RENTALS					12/31/2023	100%
Misc	23-02	H & L CONTRACTING, LLC	Clean up Port Jeff yard				3/31/2023	100%
Road	23-03	JOHN CIVETTA & SONS, INC.	JFK Airport, Miscellaneous Milling	60665875	Port Authority of NY & NJ		3/31/2023	100%
Marine	23-04	H & L CONTRACTING, LLC	Fabricate & Install Weir Box, Swan River Upland Disposal	WW 23-03	SCDPW		3/31/2023	100%
Road	23-05	H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 9	H61587-PR9	NCDPW		6/30/2024	100%
Road	23-06	H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 10	H61587-PR10	NCDPW		6/30/2024	100%
Road	23-07	H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 11	H61587-PR11	NCDPW		6/30/2024	100%
Marine	23-08	H & L CONTRACTING, LLC	Repair Bulkhead at Browns River West Marina	PO 2301306	Town of Islip - Parks		4/30/2023	100%
Road	23-09	JOHN CIVETTA & SONS, INC.	270 Park Avenue, Asphalt Paving		270 Park		4/30/2023	100%
Parks	23-10	DEFOE CORP.	Maspeth Park, Asphalt Paving	D264369	NYSDOT		6/30/2023	100%
Road	23-11	ROADWORK AHEAD	Mix-in-Place at Island Park		Roadwork Ahead Inc.		4/30/2023	100%
Dredge	23-12	H & L CONTRACTING, LLC	Oyster Bay Dredge repairs		H&L		12/31/2023	100%
Dredge	23-13	H & L CONTRACTING, LLC	Scrod Repairs		H&L		12/31/2023	100%
Marine	23-14	H & L CONTRACTING, LLC	Oyster Shelling, VA	SMD 23-01	Commonwealth of VA		9/30/2023	100%
Road	23-15	H & L CONTRACTING, LLC	RESURFACING CR 93 ERIE ST TO MICHIGAN ST	MACMFP031923/CP 5014.368	SCDPW		12/31/2024	100%
Road	23-16	H & L CONTRACTING, LLC	Maintenance drainage -clean, repair & replace Vets Hwy	D265027	NYSDOT		7/2/2025	100%
Marine	23-17	K2 CONTRACTING GROUP	Mallory Pier Replacement, Kings Point, NY	#23USMMA00101	US DOT/Maritime Administration		11/17/2023	100%
Marine	23-18	K2 CONTRACTING GROUP	Crowninshield Pier Demolition, Kings Point, NY	#23USMMA00201	US DOT/Maritime Administration		11/17/2023	100%
Marine	23-19	RESILIENTSEAS LLC	Maintenance dredging @ Shoal Harbor, NJ	W912DS22C0019	USACE		10/4/2023	100%
Road	23-20	H & L CONTRACTING, LLC	Concrete pavement restoration various locations	D265031	NYSDOT		9/16/2024	100%
Road	23-22	PRATT BROTHERS	Asphalt Milling and Paving PR6 at Woodmere NY	H61587-PR8	Nassau County Dept of Public Works		7/31/2023	100%
Road	23-24	EL SOL CONTRACTING	Bridge Rehabilitation of Bruckner Expressway over Rosedale Ave	D264892	NYSDOT		12/31/2025	100%
Road	23-25	JOHN CIVETTA & SONS, INC.	JFK Terminal 6 & 7 Project	JFKT6-01-070-009	JFK Millennium Partners		9/30/2023	100%

FIVE YEARS COMPLETED WORK **H & L CONTRACTING LLC**

Marine	23-26	HINCK ELECTRIC CORP	T&M Repairs at the Quogue Drawbridge	PO# DPW00003205	County of Suffolk	[redacted]	10/31/2023	100%
Airport	23-27	H & L CONTRACTING, LLC	Taxiway C Rehabilitation and Taxiway G Lighting Replacement	DAT2023-004	Town of Islip		12/31/2023	100%
Dredge	23-28	H & L CONTRACTING, LLC	Construction of Access Channel - Alloway / Wind Port	DP 23705	NJDOT		3/31/2024	100%
Dredge	23-29	H & L CONTRACTING, LLC	Maintenance dredging of Browns Creek	W912DS23C0014	USACE		3/31/2024	100%
Airport	23-30	H & L CONTRACTING, LLC	Rehab of Taxiways C6 and W	JFK 184.045	Port Authority of NY & NJ		11/30/2023	100%
Road	23-31	H & L CONTRACTING, LLC	NYSDOT Maintenance Yard, Glen Cove Road @ East Hills	PO#0000012229	NYSDOT		9/15/2023	100%
Road	23-32	H & L CONTRACTING, LLC	Highway Concrete Repairs NY27 from Rt 112 to CR 101	D265059	NYSDOT		2/28/2025	100%
Marine	23-33	K2 CONTRACTING GROUP	Hague Basin Piles Replacement, Kings Point, NY	#23USMMA00301	US DOT/Maritime Administration		11/17/2023	100%
Dredge	23-34	H & L CONTRACTING, LLC	Dredging at Champlin Creek, Tallulah & Davison Lagoons	WW 23-10	SCDPW		11/30/2023	100%
Dredge	23-35	H & L CONTRACTING, LLC	Dredging at Shinnecock Inlet East Cut	WW 23-09	SCDPW		12/31/2023	100%
Road	23-36	EL SOL CONTRACTING	Bridge Rehabilitation of Bradley & Woolley Avenue over the Staten Island Expressway	D264749	NYSDOT		12/31/2023	100%
Road	23-37	H & L CONTRACTING, LLC	Resurface Various County Roads H61587-75G	H61587-75G	NCDPW LD040398		9/30/2024	100%
Dredge	23-39	H & L CONTRACTING, LLC	Dredging at Newport Beach	Private work	Newport Beach Property Association		9/30/2023	100%
Airport	23-40	FERREIRA CONSTRUCTION	JFK T1 Airside Asphalt Repair	FCC 2209	Port Authority of NY & NJ		10/31/2023	100%
Dredge	23-41	H & L CONTRACTING, LLC	South Oyster Bay Canal Dredging	DPW23-254	Town of Oyster Bay		1/31/2024	100%
Road	23-42	H & L CONTRACTING, LLC	Resurfacing of CR 83, Patchogue Mt Sinai Rd	CP 5548	SCDPW		11/30/2024	100%
Road	23-44	SUFFOLK PAVING CORP	Asphalt Paving - Village of Hempstead	BID #8-HEMV 2022/2023	VILLAGE OF HEMPSTEAD		11/30/2023	100%
Marine	23-45	H & L CONTRACTING, LLC	Reconstruction of Shinnecock Canal Locks Phase IX	CP 5343.316	SCDPW		9/30/2024	100%
Dredge	23-46	H & L CONTRACTING, LLC	Beach Colony, North Sea Rd, Southampton	Private work			12/31/2024	100%
Stone	23-47	MICHAELS STONE CORP	Stone Delivery	Private work			5/31/2024	100%
Dredge	23-48	H & L CONTRACTING, LLC	NJ Patcong Creek Channel- Maintenance dredging & channel improvements	DP 23704	NJDOT		11/30/2024	100%
Admin	24-MA	2024 MAINTENANCE	H&L Equipment Maintenance, no revenue				12/31/2024	100%
Rent	24-01	MISCELLANEOUS RENTALS					12/31/2024	100%
Road	24-02	EL SOL/DEFOE JV	Asphalt Milling & Paving, Bruckner Expressway @ Hunts Point Ave, Contract III	D900055	NYSDOT		12/31/2025	100%
Marine	24-03	H & L CONTRACTING, LLC	Fire Island Trap Bags	PO#CE000000751	SCDPW		4/30/2024	100%
Road	24-04	H & L CONTRACTING, LLC	Pavement Preservation (Asphalt)- NYC	D265159	NYSDOT		6/30/2026	100%
Parks	24-05	APPLIED LANDSCAPE TECH	Pavement Milling and Disposal at Corona Park	Q099-319M	NY CITY DEPT OF PARKS & REECREATION		3/31/2024	100%
Road	24-06	H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 12	H61587-PR12	NCDPW		11/30/2024	100%
Road	24-07	H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 13	H61587-PR13	NCDPW		11/30/2024	100%
Marine	24-08	WEEKS MARINE	T Groins @ Union Beach NJ	108051-05	USACE		6/30/2024	100%
Marine	24-10	H & L CONTRACTING, LLC	Oyster Shelling	SMD 24-01	Commonwealth of VA		8/1/2024	100%
Bridge	24-11	PRATT BROTHERS	Nassau County Bridge Repairs, starting 2024	H66302W	NCDPW		8/31/2020	100%
Marine	24-12	H & L CONTRACTING, LLC	Emergency repairs and rehabilitation of tidal gates at East Island	PO # 240285-000	City of Glen Cove		10/31/2024	100%
Road	24-13	H & L CONTRACTING, LLC	Asphalt Pavement Repairs at Anchorage Yacht Club		Anchorage Yacht club		6/30/2024	100%
Road	24-15	EL SOL CONTRACTING/ES II	Design-Build Services for Cross Bay Bridge and Marine Parkway Bridge	CB-30	MTA Construction & Development		8/31/2024	100%

FIVE YEARS COMPLETED WORK **H & L CONTRACTING LLC**

Road	24-16	H & L CONTRACTING, LLC	Asphalt Pavement Resurfacing - Southern State Pkwy	D265258	NYSDOT	[redacted]	7/21/2025	100%
Dredge	24-17	H & L CONTRACTING, LLC	JOC Maintenance dredging 2024 - NORTH BARNAGET	DP 24701 / CONT#24-32749	NJDOT	[redacted]	7/31/2025	100%
Dredge	24-18	H & L CONTRACTING, LLC	JOC Maintenance dredging 2024 - SOUTH	DP 24702 / CONT#24-32750	NJDOT	[redacted]	7/31/2025	100%
Marine	24-19	SCOBO	Barge rental for Glen Cove Fireworks Display	Private work	Frank Scobbo Contractors, INC	[redacted]	7/6/2024	100%
Dredge	24-23	SEACOAST CONSTRUCTION	Maintenance dredging of the Mattituck Harbor	W912DS24B0005	USACE	[redacted]	1/31/2025	100%
Bridge	24-24	GREENMAN-PEDERSEN, INC.	Cross Bronx Expressway, Nightly Inspection Assist	PO#BAB-2200061.00	Greenman-Peterson, Inc.	[redacted]	9/30/2024	100%
Dredge	24-25	H & L CONTRACTING, LLC	Maintenance dredging of the Long Island Intracoastal Waterway	W912DS24C0027	USACE	[redacted]	12/31/2024	100%
Dredge	24-28	H & L CONTRACTING, LLC	Dredging @ Corey Creek and Boylan Lane	WW 24-02	SCDPW	[redacted]	3/31/2025	100%
Dredge	24-29	H & L CONTRACTING, LLC	Furnish Equipment for beach nourishment dredging @ Meschutt Beach	WW 24-04	SCDPW	[redacted]	4/30/2025	100%
Dredge	24-30	H & L CONTRACTING, LLC	Maintenance dredging- Napeague Harbor	WW 24-05	SCDPW	[redacted]	4/30/2025	100%
Dredge	24-31	H & L CONTRACTING, LLC	Boylan Lane Repair/Restore Dike	WW 24-06	SCDPW	[redacted]	5/31/2025	100%
Dredge	24-32	H & L CONTRACTING, LLC	Swan Creek Repair/Restore dike	WW 24-07 & 24-08	SCDPW	[redacted]	5/31/2025	100%
Road	24-37	H & L CONTRACTING, LLC	NYSDOT Maintenance Yard, Central Islip Yard	PO 000092065	NYSDOT	[redacted]	1/31/2025	100%
Dredge	24-38	H & L CONTRACTING, LLC	Carter Creek Dredging	Suffolk County Piggyback	Town of Southampton	[redacted]	12/31/2024	100%
Rent	25-01	MISCELLANEOUS RENTALS				[redacted]	12/31/2025	100%
Dredge	25-02	GREAT LAKES	Fire Island Inlet Crossovers		USACE	[redacted]	6/30/2025	100%
Road	25-06	EL SOL CONTRACTING/ES II JV	Brige rehabilitation of Fort Hamilton Parkway over Gowanus Expressway	D265310	NYSDOT	[redacted]	4/30/2025	100%
Marine	25-08	H&L CONTRACTING LLC	Crossover rehab Fire Island	DPW000004125	SCDPW	[redacted]	5/31/2025	100%
Marine	25-09	H&L CONTRACTING LLC	SCPD Emergency Dredging - Timber Point Marina	DPW00004164	SCDPW	[redacted]	12/31/2025	100%
Marine	25-10	H & L CONTRACTING, LLC	Oyster Shelling	SMD 25-01	Commonwealth of VA	[redacted]	9/30/2025	100%
Marine	25-11	H&L CONTRACTING LLC	Potomack River Fisheries Commission	PO# 2025-06-09	Potomack River Fisheries Commission	[redacted]	6/18/2025	100%
Dredge	25-13	H&L CONTRACTING LLC	Maintenance Dredging Berkely Channels - Stouts Creek	DP 25701	NJDOT	[redacted]	7/31/2025	100%
Dredge	25-15	PW Grosser	Test Holes at Browns River		SCDPW	[redacted]	6/30/2025	100%
Road	25-22	JOHN CIVETTA & SONS, INC.	Asphalt Milling and Paving at Cutter Mill Road	H63036-01G	NCDPW	[redacted]	12/31/2025	100%
Road	25-23	DEFOE CORP.	Bridge Replacement of Hospital Road over Rte. 27, North Service Rd	D264397	NYSDOT	[redacted]	12/1/2025	100%
Dredge	25-24	H&L CONTRACTING LLC	Dredging of Howells Creek	PO#14256	Village of Bellport	[redacted]	12/31/2025	100%

c. ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? NO
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? NO
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

NO TEXT ON THIS PAGE

d. that has ever been barred from bidding municipal or public contracts? NO
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? NO
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

N/A

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

N/A

10. In what other lines of business are you financially interested?

KPI, Rason, ~~Materials~~ Scott Materials

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11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
Keith Haney	Managing member	30+	Heavy Construction All Road & marine.	
Chris Haney	member	30+	Heavy Construction All Road & marine	
James K. Haney III	member	30+	Heavy Construction All Road & marine	

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
See attached equipment list. Present locations will be provided upon request.			

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

Will be provided upon request.

(use additional blank sheets if additional space is necessary)

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H & L OFF HIGHWAY EQUIPMENT LOG

ITEM #	ASSET #	YEAR	MANUFACTURER	MODEL	DESCRIPTION	SERIAL #	YEAR ACQUIRED	SPEC COMMENT	AMT OF INSURANCE	ON WATER YES/NO
	AC001	N/A	AIRMAN	PDS1855	AIR COMPRESSOR	B4-6C20966	N/A	TOWABLE	$1,000.00	N
	AC002	N/A	AIRMAN	PDS400S	AIR COMPRESSOR	6B10068	N/A	TOWABLE	$2,000.00	N
	AC003	N/A	AIRMAN	PDS1855	AIR COMPRESSOR	B4-6C20254	N/A	TOWABLE	$1,000.00	N
	AC004	N/A	AIRMAN	XAS96JD	AIR COMPRESSOR	4500AO6143HOO5825	N/A	TOWABLE	$2,000.00	N
	AC005	2020	ATLAS COPCO	XATS400	AIR COMPRESSOR	HOP078232	2021	400CFM-DEERE	$44,020.00	N
	AC006	2020	ATLAS COPCO	XATS400	AIR COMPRESSOR	HOP078346	2021	400CFM-DEERE	$44,020.00	N
	AC007	2022	ATLAS COPCO	XATS250	AIR COMPRESSOR	APP85628	2022	KUBOTA	$37,000.00	Y
	AC008	2022	DOOSAN P425	P425	AIR COMPRESSOR	504311UKAFH17	2022	CUMMINS	$68,107.88	N
	AC009	N/A	SULLAIR	375DPQJD3	AIR COMPRESSOR	201101110016	N/A	TOWABLE	$2,000.00	N
	AC010	2019	SULLAIR	425DPQJD	AIR COMPRESSOR	201007090029	N/A	TOWABLE	$16,921.00	N
	AC011	N/A	SULLIVAN PALATEK	DF375PDJDSB	AIR COMPRESSOR	72225	N/A	TOWABLE	$2,000.00	N
	AC012		ATLAS COPCO	XAS400 JD7	AIR COMPRESSOR	Deere Eng. PE4045R074468		SKID MOUNT ON J.D. 710K	$10,000.00	N
	AP001	2011	CATERPILLAR	AP655D	ASPHALT PAVER	GNZ00417	2019	TRACK 8'	$55,000.00	N
	AP002	2013	CATERPILLAR	AP1055E	ASPHALT PAVER	TJF00285	2019	TRACK 10'	$100,000.00	N
	AP003	2019	CATERPILLAR	AP1055F	ASPHALT PAVER	TJ501107	2019	TRACK 10'	$500,000.00	N
	AP004	2021	CATERPILLAR	AP1055F	ASPHALT PAVER	TJ501373	2021	TRACK 10'	$549,056.25	N
	AP005	2024	CATERPILLAR	AP1055	ASPHALT PAVER	F7T00549	2025	TRACK 10'	$610,000.00	N
	AR002	2020	CATERPILLAR	CB10	ASPHALT ROLLER DD66"	P8P00471	2020	66" DRUM	$150,000.00	N
	AR003	2020	CATERPILLAR	CB15	ASPHALT ROLLER DD84"	9400245	2020	84" DRUM	$225,000.00	N
	AR004	2020	CATERPILLAR	CB15	ASPHALT ROLLER DD84"	9400247	2020	84" DRUM	$225,000.00	N
	AR005	2018	DYNAPAC	CC11004I	ASPHALT ROLLER 42"	CJA021487	2020	42" DRUM	$31,500.00	N
	AR006	1983	HYPAC	C350D	ASPHALT ROLLER STATIC 54"	6167	2021	10 TON STATIC	$2,000.00	N
	AR007	1983	HYPAC	C350D	ASPHALT ROLLER STATIC 54"	109D08906504	2020	10 TON STATIC	$15,000.00	N
	AR008	1983	HYPAC	C350D	ASPHALT ROLLER STATIC 54"	109D08906613	2020	PARTS 10 TON STATIC MACHINE	$15,000.00	N
	AR009	2019	CATERPILLAR	CB10	ASPHALT ROLLER DD66"	ONPPOO191	2025	66 INCH DOUBLE DRUM	$94,500.00	N
	AR010	2025	CATERPILLAR	CB10	ASPHALT ROLLER DD66"	OL9R01038	2025	66 INCH DOUBLE DRUM	$182,000.00	N
	AR011	2021	CATERPILLAR	CB16	ASPHALT ROLLER DD84"	OHP500155	2025	84 INCH DOUBLE DRUM	$196,000.00	N
	AR012	2024	CATERPILLAR	CB16	ASPHALT ROLLER DD84"	OHP501086	2025	84 INCH DOUBLE DRUM	$246,000.00	N

H & L OFF HIGHWAY EQUIPMENT LOG

ITEM #	ASSET #	YEAR	MANUFACTURER	MODEL	DESCRIPTION	SERIAL #	YEAR ACQUIRED	SPEC COMMENT	AMT OF INSURANCE	ON WATER YES/NO
	AT001	2025	CATERPILLAR	PC408B	COLD PLANER	KP800415	2025	SKID STEER MOUNT 30"-CAT272D	$94,500.00	N
	AT002	2025	TRIMBLE	ROBOTICS-ACCESS	ROBOTICS-ACCESSORIES	VARIOUS	2025	TRIMBLE VARIOUS	$90,901.00	N
	AT003	2025	TRIMBLE	ROBOTICS-ACCESS	ROBOTICS-ACCESSORIES	VARIOUS	2025	TRIMBLE VARIOUS	$71,464.00	N
	AT004	2019	REV DRILL	30HD	EXC- MOUNTED DRILL	LRN8456	2019	30' STRAIGHT MOUNT-FOR PC238	$154,395.00	N
	AT005	2020	CATERPILLAR	PC408B	COLD PLANER	OXCP00498	2020	SKID STEER MOUNT 30"-CAT272D		
	AT006	2025	MONTABERT	SD42	HYD. BREAKER	AC4503907	2026	730 LBS - 3.3" TOOL	$23,275.00	N
	AT007		TOKU-STRIKER	SC220	EXC- MOUNTED TAMPER	2180501	2023	FITS "200" SERIES LINKAGE	$8,000.00	
	CC001	2011	TEREX AMERICAN	HC165	CRANE CRAWLER	WIBA0229	2014	CUMMINS - 165 TON	$650,000.00	N
	CT001	2020	JOHN DEERE	450K	CRAWLER TRACTOR	1T045KXPMF395245	2021	80 HP-9TON-2.5 YD	$179,000.00	N
	CT002	2014	KOMATSU	D65WX-17	CRAWLER TRACTOR	2177	2014	200 HP-25 TON-6YD	$55,000.00	N
	CT004	2015	KOMATSU	D61PXi-23	CRAWLER TRACTOR	31183	2023	168HP-20 TON-5 YD MACHINE CONTROL	$185,000.00	N
	CT005	2017	KOMATSU	D61PX-24	CRAWLER TRACTOR	B60062	2023	168HP-20 TON-5 YD	$175,000.00	N
	CT008	2017	CATERPILLAR	D6N-LGP	CRAWLER TRACTOR	VNG50128	2017	215 HP-25 TON-6YD MACHINE CONTROL	$30,000.00	N
	DR001	2020	CATERPILLAR	CS56B	DIRT ROLLER	OS5601316	2025	84" SINGLE DRUM DIRT ROLLER	$119,000.00	N
	ET001	2013	KOMATSU	PC78USLC-8	EXCAVATOR TRACK	18465	2013		$15,000.00	N
	ET002	2020	KOMATSU	PC78US-10	EXCAVATOR TRACK	36216	2020		$110,000.00	N
	ET003	2012	KOMATSU	PC228USLC-8	EXCAVATOR TRACK	50354	2012		$50,000.00	Y
	ET004	2013	KOMATSU	PC228USLC-8	EXCAVATOR TRACK	51618	2013		$50,000.00	Y
	ET005	2015	KOMATSU	PC228USLC-10	EXCAVATOR TRACK	1346	2015		$100,000.00	Y
	ET006	2013	KOMATSU	PC360LC-10	EXCAVATOR TRACK	A32782	2013		$100,000.00	N
	ET007	2019	KOMATSU	PC360LCi-11	EXCAVATOR TRACK	A38255	2019	IMC CONFIG.	$300,000.00	N
	ET008	2010	KOMATSU	PC450LC-8	EXCAVATOR TRACK	A10019	2010		$100,000.00	N
	ET009	2012	KOMATSU	PC490LC-10	EXCAVATOR TRACK	A40081	2012		$100,000.00	N
	ET010	2019	KOMATSU	PC490LC-11 LR	EXCAVATOR TRACK	A42278	2019	LONG REACH	$517,000.00	Y
	ET011	2019	KOMATSU	PC490LCi-11	EXCAVATOR TRACK	A45095	2019	IMC CONFIG.	$549,700.00	N
	ET012	2016	KOMATSU	PC1250LC-8MH	EXCAVATOR TRACK	30353	2016	MH CONFIG.	$1,636,311.00	N
	ET013	2016	KOMATSU	PC1250LC-8MH	EXCAVATOR TRACK	30356	2016	MH CONFIG.	$1,486,011.00	N
	ET014	2017	KOMATSU	PC1250LC-8LR	EXCAVATOR TRACK	30369	2021	LR CONFIG.	$895,000.00	Y
	ET015	2019	KOMATSU	PC1250LC-11MH	EXCAVATOR TRACK	50018	2019	MH CONFIG.	$1,632,000.00	Y
	ET016	2023	KOMATSU	PC238LC-11	EXCAVATOR TRACK	9734	2023			N
	ET100	2019	CATERPILLAR	374F LR	EXCAVATOR TRACK	DNM00443	2019	LR CONFIG.	$430,000.00	Y
	ET101	2019	CATERPILLAR	374F LR	EXCAVATOR TRACK	EBF20207	2020	LR CONFIG.	$745,000.00	Y
	ET102	2013	CATERPILLAR	385CLMH	EXCAVATOR TRACK	WAW00242	2019	MH CONFIG.	$550,000.00	Y
	ET200	2018	SENNEBOGEN	850M	EXCAVATOR TRACK	850.0.3013	2018	MH CONFIG.	$985,215.00	N
	ET201	2021	SENNEBOGEN	875R-HD	EXCAVATOR TRACK	875.5.1059	2021	MH CONFIG.	$1,860,602.00	Y
	ET202	2009	CATERPILLAR	320D	EXCAVATOR TRACK M. BUGGY	PHX02048	2012	WETLAND MARSH BUGGY CONFIG.	$365,000.00	Y
	ET203	2025	CATERPILLAR	330SLR	EXCAVATOR TRACK - M. BUGGY	WCH50401	2025	EIK - AM300 MARSH BUGGY CONFIG.	$785,000.00	Y
	EW001	2020	CATERPILLAR	M322F	EXCAVATOR WHEEL	FBW00394	2020	COUPLER-JAW	$373,083.00	N
	EW002	2021	CATERPILLAR	M322F	EXCAVATOR WHEEL	FBW00508	2021	COUPLER-JAW	$346,000.00	N

H & L OFF HIGHWAY EQUIPMENT LOG

ITEM #	ASSET #	YEAR	MANUFACTURER	MODEL	DESCRIPTION	SERIAL #	YEAR ACQUIRED	SPEC COMMENT	AMT OF INSURANCE	ON WATER YES/NO
	EW003	2021	CATERPILLAR	M322F	EXCAVATOR WHEEL	FBW00521	2021	COUPLER-JAW	$375,842.50	N
	EW004	2024	KOMATSU	PW220-7	EXCAVATOR WHEEL	K40040	2004	COUPLER-JAW	$15,000.00	N
	EW006	2020	CATERPILLAR	M322F	EXCAVATOR WHEEL	FBW00422	2023	COUPLER-JAW	$400,000.00	N
	EW007	2023	CATERPILLAR	M322F	EXCAVATOR WHEEL	OKE630021	2025	COUPLER-JAW	$420,875.00	N
	EW008	2024	CATERPILLAR	M316	EXCAVATOR WHEEL	OKN740041	2026	COUPLER-JAW	$318,000.00	
	G001	2023	WACKER NEUSON	G25	GENERATOR	2320	2017	KOHLER TOWABLE	$27,000.00	Y
	G002	2023	WACKER NEUSON	G25	GENERATOR	2484	2024	KOHLER TOWABLE	$27,000.00	Y
	G003	2023	WACKER NEUSON	G25	GENERATOR	2490	2024	KOHLER TOWABLE	$27,000.00	Y
	HT004	2018	KOMATSU	HM400-5	HAUL TRUCK	10990	2021		$425,000.00	N
	HT005	2019	KOMATSU	HM400-5	HAUL TRUCK	11235	2021		$499,000.00	N
	HT006	2019	KOMATSU	HM400-5	HAUL TRUCK	11307	2020		$525,000.00	N
	HT020	2014	CATERPILLAR	740B	HAUL TRUCK	0T4R02796	2021		$692,345.00	N
	LB001	2014	JOHN DEERE	710K	LOADER BACKHOE	261717	2020	HAS ATLAS COPCO COMP. MOUNTED	$60,000.00	N
	LB002	2018	JOHN DEERE	710L	LOADER BACKHOE	1T0710LXHJF336466	2019		$179,500.00	N
	LB003	2020	CATERPILLAR	430FZ-ST	LOADER BACKHOE	430FCHWE01078	2025	M.P. - EXT. HOE - THUMB	$78,000.00	
	LT001	2018	MAGNUM-PRO	MLT6SM	LIGHT TOWER	3003262210	2024	KUBOTA	$5,000.00	Y
	LT002	2018	MAGNUM-PRO	MLT6SM	LIGHT TOWER	3003267769	2024	KUBOTA	$5,000.00	Y
	LT003	2018	MAGNUM-PRO	MLT6SM	LIGHT TOWER	3003586949	2024	KUBOTA	$5,000.00	Y
	LT004	2019	MAGNUM-PRO	MLT6SM	LIGHT TOWER	3004824989	2024	KUBOTA	$5,000.00	Y
	LT005	2019	MAGNUM-PRO	MLT6SM	LIGHT TOWER	3004837681	2024	KUBOTA	$5,000.00	Y
	MB001	2025	VER-MAC	1500LP G3	MESSAGE BOARD	2SGUS4115SS000071	2025		$27,670.00	N
	MB002	2025	VER-MAC	1500LP G3	MESSAGE BOARD	2SGUS4115SS000072	2025		$27,670.00	N
	MB003	2025	VER-MAC	1500LP G3	MESSAGE BOARD	2SGUS4115SS000073	2025		$27,670.00	N
	MB004	2025	VER-MAC	1500LP G3	MESSAGE BOARD	2SGUS4115SS000074	2025		$27,670.00	N
	MC001	2009	APE	ROBOVIV	SIDE GRIP-DRIVER EXT.	1030022	2010	EXC. MOUNT VIBR.	$40,000.00	N
	MC002	1994	BARBER-GREENE	BG-750	SHOULDER SPREADER	2AL00159	N/A	SHOULDER SPREADER	$50,000.00	N
	MC003	2014	BID-WELL	3600	BRIDGE DECK FINISHER	B36004852014	N/A	KOHLER-MULT.SECTIONS	$30,000.00	N
	MC005	N/A	FAMBO	PR1100 AR2950	SIDE GRIP-DRIVER-EXT.	08.16-0813	2015	EXC-MOUNT VIBR.	$50,000.00	N
	MC006	N/A	GODWIN	GHPU50	PUMP POWER PACK	13035494	20XX	10" AND 6" PUMPS	$40,000.00	Y
	MC007	N/A	GODWIN	GHPU90	PUMP POWER PACK	14047416	20XX	10" AND 6" PUMPS	$10,000.00	Y
	MC009	2014	TOP-CON	GX55	RADIO & MONITOR	1446-03899	2019	ORIGIN-BOMAG ROLLER	$34,105.00	N
	MC010	2016	ICE USA	ICE-570	HANGING VIBRO	174233	2012	ICE CLAMP MODEL 126	$30,000.00	N
	MC012	2005	APE	ROBOVIV	SIDE GRIP-DRIVER-EXT.	60106	2005	EXC-MOUNT VIBR.	$40,000.00	N
	MC013	2023	CRAFCO	SS125D	CRACK SEAL-MELTER	1418158	2023	SINGLE AXLE	$67,200.00	N
	MC014	2025	ALLEN ENGINEERING	TRTP265	TRIPLE ROLLER TUBE PAVER	T265062501	2025	16'-28' EXTENDED - HATZ DIESEL ENGINE	$275,000.00	N
	MC015		EZ-DRILL	210-4 EQM	CONCRETE DOWL DRILL	AH6075		MOUNTS ON J. DEERE 710 TLB	+/- 25,000.00	N
	MC016	2018	MARATHON	HMT80000T	ASPHALT HOTBOX	JH190401	2021	TRAILER MOUNT - 4 TON CAPACITY	$28,500.00	N
	MC017	2026	MARATHON	KEB115PT	HOT TACK KETTLE	XTH190550	2026	TRAILER MOUNT - 115 GAL CAPACITY	$17,000.00	N
	MC018	2003	BLAW-KNOX	HT540T	HOT TACK APPLICATOR	C120189	2003	540 GALLON - 2 AXLE	$5,000.00	

H & L OFF HIGHWAY EQUIPMENT LOG

ITEM #	ASSET #	YEAR	MANUFACTURER	MODEL	DESCRIPTION	SERIAL #	YEAR ACQUIRED	SPEC COMMENT	AMT OF INSURANCE	ON WATER YES/NO
	MM001	2016	WIRTGEN	W250i	MILLING MACHINE	0622-1018	2021	8'2" DRUM	$452,270.00	N
	MM002	2016	WIRTGEN	W250i	MILLING MACHINE	0622-1022	2021	12'2" DRUM	$602,300.00	N
	MM003	2016	WIRTGEN	W250i	MILLING MACHINE	0622-1023	2021	12'2" DRUM	$602,300.00	N
	MM004	2014	WIRTGEN	W250i	MILLING MACHINE	0622-0016	2023	8'2" DRUM	$240,000.00	N
	MM005	2025	WIRTGEN	W250XFi	MILLING MACHINE	1522-0004	2025	8'2" DRUM	$1,300,000.00	N
	MS001	2021	SUPERIOR	DT74P	MOBILE SWEEPER	821996	2021	PERKINS 3914-2200	$62,000.00	N
	MS002	2020	ELGIN	BADGER	STREET SWEEPER	CH836-PGL	2021	ISUZU CHASSIS-KUBOTA AUX.	$209,000.00	N
	MS003	2023	ODRA	MT4H	STREET SWEEPER	CH1167-TGL	2023	ISUZU CHASSIS-KUBOTA AUX.	$220,000.00	N
	MS004	2025	ODRA	MS5H	STREET SWEEPER	CH0014VPL	2025	FRTLNR M2 CHASSIS-CUMMINS-L9	$342,000.00	N
	MS005	2007	TYMCO	435	STREET SWEEPER	200712SNA42905	2025	ISUZU CHASSIS-KUBOTA AUX.	$55,000.00	N
	PS001	2012	ASTEC	KDS710	PORTABLE SCREENER	154175		KOHLER-7'X10'	$129,000.00	N
	PS002	2020	METSO	CV100	PORTABLE SCREENER	470031	2021	DEUTZ, 7'X11'	$53,334.88	N
	RS001	2015	WIRTGEN	WR250	RECYCLER STABLIZER	08WR.0094	2021		$496,150.00	N
	RT001	2018	KUBOTA	X1140WL	ROUGH TER. VEHICLE	24924	2019	ROUGH TERRAIN UTILITY VEHICLE	$24,000.00	N
	RT002	2018	KUBOTA	X1140WL	ROUGH TER. VEHICLE	26611	2019	ROUGH TERRAIN UTILITY VEHICLE	$24,000.00	N

H & L OFF HIGHWAY EQUIPMENT LOG

ITEM #	ASSET #	YEAR	MANUFACTURER	MODEL	DESCRIPTION	SERIAL #	YEAR ACQUIRED	SPEC COMMENT	AMT OF INSURANCE	ON WATER YES/NO
	SS002	2019	CATERPILLAR	272D	SKID STEER	GJ200514	2019	WHEELED	$119,444.00	N
	SS003	2020	GEHL	V420	SKID STEER	155455	2020	WHEELED	$75,000.00	N
	SS004	2018	JCB	26OT	SKID STEER	2428063	2019	TRACK	$58,500.00	Y
	SS005	2019	JOHN DEERE	333G	SKID STEER	360979	2019	TRACK	$65,000.00	N
	SS006	2022	MANITOU	4200V	SKID STEER	302423	2023	WHEELED	$90,500.00	N
	SS007	2024	CATERPILLAR	272D3XE	SKID STEER	AGJ200972	2024	WHEELED	$94,000.00	N
	TT001	2005	VERMEER	T555II	ROCK WHEEL TRENCHER	13007310	2025	36"DEEP - 6" WIDE	$155,000.00	N
	WL001	2013	KOMATSU	WA-380-7	WHEEL LOADER	A64173	2013	4 YD.	$150,000.00	N
	WL002	2015	KOMATSU	WA-380-7	WHEEL LOADER	A64274	2015	4 YD.	$110,000.00	N
	WL003	2019	KOMATSU	WA-380-8	WHEEL LOADER	A75159	2019	4 YD.	$248,000.00	N
	WL004	2019	KOMATSU	WA-380-8	WHEEL LOADER	A75167	2019	4 YD.	$248,000.00	N
	WL005	2019	KOMATSU	WA-470-8	WHEEL LOADER	A49539	2019	6 YD.	$349,000.00	N
	WL006	2016	KOMATSU	WA-500-7	WHEEL LOADER	A94378	2016	7 YD.	$469,426.00	N
	WL007	2017	KOMATSU	WA-500-8	WHEEL LOADER	A96115	2017	7 YD.	$393,780.00	N
	WL008	2020	KOMATSU	WA-600-8	WHEEL LOADER	80184	2021	10 YD.	$795,450.00	N
	WL009	2023	KOMATSU	WA480-YL	WHEEL LOADER	DZCT0012	2025	7 YD.	$350,000.00	N

14. In what manner have you inspected this proposed work? Explain in detail.

Detailed field investigation including measurements and existing conditions analysis.

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

INSTALL TRAFFIC MAINTENANCE DEVICES & COMPLETE INITIAL SURVEY & LAYOUT. FOR WORK WITHIN THE CULVERT, A PORTODAM SYSTEM WILL BE INSTALLED AND PATCHING & REPAIRS OF THE FLOOR, WALLS AND ROOF WILL BE COMPLETED IN 2 STAGES. ALL WORK OUTSIDE THE CULVERT WILL BE PERFORMED IN MULTIPLE STAGES AS DETAILED IN THE CONTRACT PLANS.

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

see attached

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term

See attached

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H&L CONTRACTING

140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

Chris Haney
CHaney@HLCONTRACINGLLC.com

Professional Summary

Highly experienced civil construction professional and licensed engineer with over 25 years of leadership in heavy highway, bridge, marine, and rail infrastructure projects. Adept at managing large-scale public works from estimation through execution. Recognized for expertise in NYSDOT, LIRR, MTA, and U.S. Army Corps projects with a focus on safety, cost control, and schedule adherence.
Extensive experience with union labor and public agency coordination.
Strong background in bridge rehabilitation, marine construction, and road paving.
Proven ability to lead high-risk, high-visibility projects safely and efficiently.

Work Experience

H&L Contracting LLC
General Superintendent
Hauppauge, NY 11788
2005 to Present

Directed multi-million-dollar civil infrastructure projects, including bridge rehabilitations, dredging operations, and transit security upgrades.
Oversaw crews, subcontractors, and logistics to ensure project milestones were met on time and within budget.
Maintained safety and quality control compliance across diverse worksites.

Key Projects:
NYSDOT: Heckscher State Parkway Bridge Rehabilitation (Complete Bridge Rehab).
NYSDOT: I-495 Bridge Rehabilitation (Steel Repair & Bearing Replacement).
NYSDOT: Bridge Parapet Repairs (2 Separate Projects).
Various NYSDOT Guiderail & Fence Projects.
US ARMY Corps of Engineers various dredging projects (Hydraulic & Mechanical Dredging).
L.I.R.R.- Amott Culvert Project (Jacking 72" Pipe under live Railroad tracks, various drainage).
M.T.A.-Security Upgrades (Heavy duty gates & Security Fencing).
Suffolk County D.P.W. Various Bridge rehabilitation projects (Steel repair/deck).
Suffolk County D.P.W. Rehabilitation of Shinnecock Canal Locks.
NYS Office of GOV'T Services-Construction of Sunken Meadow Bridge.
NYS Office of GOV'T Services-Jones Beach Pier & Deck Repairs (Post-Hurricane Sandy).

Newborn Construction Inc.
Asphalt Superintendent
Center Moriches, NY 11934
1996 to 2005

Managed paving, traffic control, and bridge rehab projects for state and municipal clients.
Coordinated teams for NYSDOT highway/bridge and USACE dredging efforts.
Ensured safe, compliant job sites with efficient progress tracking.

Work Experience

Key Projects:

NYSDOT: I-495 Mill & Repaving project
contract value - $25M
NYSDOT: RTE 25 Mill & Repaving project contract value - $7M
NYSDOT: Cross Island Parkway Paving Project
contract value - $8M
Town of Islip Macarthur Airport Runway Rehabilitation
contract value - $2M

Traffic Control Supervisor

NYSDOT: I-495 Service Road Construction Yaphank
contract value - $26M

Project Superintendent

NYSDOT: Rehabilitation of 7 Bridges
contract value - $8M
NYSDOT: Rehabilitation of 3 Bridges
contract value - $4M
U.S. ARMY Corps of Engineers Dredging of Shrewsbury Inlet
contract value - $12M

General Foreman

Various NYSDOT Projects of Road Construction, Drainage, Sign Structures, Guiderail and Fencing.

Education

International Union of Operating Engineers Local 138

Certifications

OSHA 10 Hour Construction Safety
L.I.R.R. Road Worker Protection
MTA/N.Y.C.T. Track Safety Training
Lead Paint Awareness
Competent Person Certifications :

- Demolition & Excavation
- Road Construction & Drainage Installation
- Fence and Guardrail
- Pile Driving & Bulkhead Installation
- Dredging & Marine Work

Qualified Rigger

Insurance

Type	Company	Limits	Term
Commercial G/L	Clear Blue Insurance Co.	2,000,000/4,000,000	9/25/25-9/25/26
Auto	Clear Blue Insurance Co.	1,000,000	9/25/25-9/25/26
Excess Auto	Axix Surplus Insurance	5,000,000	9/25/25-9/25/26
Workers Comp	NYSIF	1,000,000	4/01/26-4/01/27
Umbrella	Clear Blue Insurance	3,000,000/1,000,000	9/25/25-9/25/26
Contractors Pollution	Siriuspoint Specialty	5,000,000	2/20/26-2/20/27
Contractors Professional	Siriuspoint Specialty	2,000,000	2/20/26-2/20/27

JAMES J. PRATT, III
Chairman

PAUL FARINO
Secretary, Treasurer

MARC HERBST
Executive Director

SHERYL BURO
Deputy Executive Director

The Voice of Long Island's Highway & Infrastructure Professionals

Board of Directors
PHILLIP M. BEYER
JASON GOLDEN
JAMES HANEY, III
WILLIAM HAUGLAND, JR.
JOSEPH K. POSILLICO
SAMANTHA RUTTURA
PETER SCALAMANDRE

January 2, 2026

RE: Signatory to LICA/138 Collective Bargaining Agreement

To Whom It May Concern:

Pleases be advised that H&L Contracting is a signatory to the Long Island Contractors' Association's collective bargaining agreement with the International Union of Operating Engineers Local 138, 138A, 138B & 138C for 2026 and participates in the apprenticeship training program outlined in this agreement.

If you have any questions or require any additional information, please contact me at (631) 231-5422.

Sincerely,

Sheryl Buro

Sheryl Buro
Deputy Executive Director/CFO

JAMES J. PRATT, III
Chairman

PAUL FARINO
Secretary, Treasurer

MARC HERBST
Executive Director

SHERYL BURO
Deputy Executive Director

LONG ISLAND CONTRACTORS' ASSOCIATION, INC.

The Voice of Long Island's Highway & Infrastructure Professionals

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SAMANTHA RUTTURA
PETER SCALAMANDRE

January 2, 2026

RE: Signatory to LICA/1298 Collective Bargaining Agreement

To Whom It May Concern:

Pleases be advised that H&L Contracting is a signatory to the Long Island Contractors' Association's collective bargaining agreement with Laborers Union Local 1298 and participates in the apprenticeship training program outlined in Article IX of this agreement.

If you have any questions or require any additional information, please contact me at (631) 231-5422.

Sincerely,

Sheryl Buro

Sheryl Buro
Deputy Executive Director/CFO

New York City District Council of Carpenters Training Center

395 Hudson Street, 2nd Floor, New York, NY 10014
Phone: (212) 727-2224 Fax: (212) 727-9776
www.nyccarpenterstrainingcenter.org

James R. Hayes
Director of Training

Richard Wong
Assistant Director

June 2, 2026, 2026

H&L Contracting LLC
140 Adams Avenue
Suite B14
Hauppauge, NY 11788

To Whom It May Concern:

I am pleased to inform that the New York City District Council of Carpenters Training Center is a registered apprenticeship training program for the trades of:

- *Carpenter*, Trade Code #12037, Sponsor Code #10712, effective date, November 11, 1971
- *Dock Builder/Pile Driver*, Trade Code #12549, Sponsor Code #10712, effective date, May 24, 2005
- *Floor Coverer (Layer)*, Trade Code #16117, Sponsor Code #10712, effective date, September 6, 1983
- *Millwright*, Trade Code # 32143, Sponsor Code #10712, effective date, September 17, 1984
- *Cabinet Maker*, Trade Code # 44033, Sponsor Code #10712, effective date, April 5, 1979
- *Carpenter (High Rise Concrete)*, Trade Code # 12037, Sponsor Code # 12627, effective date, December 2, 2016

All trades are in accordance with article 23 of the Labor Law and the New York State Department of Labor Department of Apprenticeship Training.

According to our records H&L Contracting LLC is a signatory employer signed with the New York City District Council of Carpenters and the Apprenticeship Program. If you have any questions or require additional information, please feel free to contact me at 212-727- 2224.

Kindest Regards,

Richard Wong
Assistant Director of Training
The New York City District Council of Carpenters Training Center
395 Hudson Street
New York, NY 10014

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and Covered Private Construction Projects in the State of New York, Subject to the Prevailing Wage Requirements of NYS Labor Law Article 8

H & L Contracting, LLC
140 Adams Ave
Ste B14
Hauppauge, New York 11788
Phone Number: 6318132266
Registration Number: 24-635DV-CR
Date of Issue: 2024-12-03
Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

Roberta Reardon
Commissioner
New York State Department of Labor

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

NO TEXT ON THIS PAGE

NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says: That he resides at Street, in the City of that he is the of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

(Form of Affidavit where Bidder is a firm) / LLC

STATE OF NEW YORK)
Suffolk)ss.:
COUNTY OF ~~NASSAU~~)

Keith Haney Being duly sworn, deposes and says: That he is a member of KHL Contracting LLC the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
~~this 16 day of May~~ , 2026 .

DEBORAH RYDER
Notary Public, State of New York
No. 01RY6258036
Qualified in Suffolk County
Commission Expires March 19, 20 28

Deborah Ryder
Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

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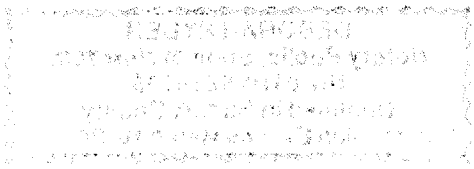


APPENDIX V

VENDOR PORTAL ACKNOWLEDGMENT

Vendor Name: H&L Contracting LLC

Contract Title: Rehabilitation of Bannister Creek Bridge

Contract Number: ~~EP~~ H63029-26GR

Vendors doing business with Nassau County, including those responding to this solicitation, must register with the County's Vendor Portal in order to submit the mandatory vendor disclosure forms required for an award pursuant to this solicitation. Vendors may register at www.nassaucountyny.gov by clicking the "Vendor Portal Registration" button at the bottom of the webpage. Failure to do so may result in a delay of contract award.

The undersigned hereby acknowledges that he/she has registered and has submitted the required disclosures on the Nassau County Vendor Portal.

Signature

5/26/26
Date

Keith Haney
Print Name

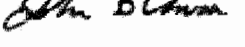
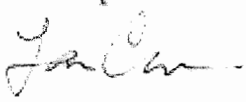
If you attempted to register via the Portal but were unable to do so, please explain here:

NO TEXT ON THIS PAGE

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

NASSAU COUNTY

Vendor Code of Ethics

POLICY/PROCEDURE TITLE: Nassau County Vendor Code of Ethics	DATE ISSUED: June 5th, 2019
DEPARTMENT ISSUING: Executive – Compliance	AUTHORIZED and SIGNED BY:  Deputy County Executive For Compliance  County Executive

POLICY: The Office of the Nassau County Executive recognizes the importance of the vendor community in helping the County provide necessary services for the residents of Nassau County. It is the policy of the County Executive to ensure that all vendors doing business with Nassau County operate under the highest standards of legal and ethical conduct.

PURPOSE: To set forth a Code of Conduct for vendors to ensure that Nassau County Vendors are conducting their business with integrity, ethics, and compliance with all applicable laws and regulations.

SCOPE: All vendors doing business or seeking to do business with Nassau County as specified in the Code.

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Chapter 1: DEFINITIONS

As used in this Code, the following terms have the following meanings:

Adverse Job-Related Action includes any material alteration to existing terms, conditions, and privileges of employment, such as dismissal, demotion, suspension, compulsory leave, disciplinary action, creation of a hostile work environment, negative performance evaluation, any action resulting in loss of staff, office space or equipment or other benefit, reduction in compensation, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected employee.

Contact means any oral or written communication with any Nassau County Employee, other than the Designated Point(s) of Contact, where it could be reasonably inferred that such contact was intended to influence, or could reasonably be expected to influence, the subject of a County procurement.

Designated Point(s) of Contact means the individual(s) designated by the County to be a Vendor's only contact with Nassau County following the public advertisement of a solicitation or the issuance of a request for a bid, proposal, or quote for small purchase, until the award of a resulting contract and, where applicable, approval by the County Legislature. This timeframe, further defined in the State Procurement Lobbying Law, is also known as the Restricted Period.

Nassau County Employee means any officer, official or employee of Nassau County.

Family Member means (i) a Nassau County Employee's Spouse, Domestic Partner, Child, Sibling or Parent; (ii) a person who is a direct descendant (or the spouse of a direct descendant) of a Sibling of the Nassau County Employee or a Sibling of the Nassau County Employee's Spouse or Domestic Partner; or (iii) a person living in the same household as a Nassau County Employee.

Gift means the transfer, without equivalent consideration, of anything of benefit, tangible or intangible, having more than nominal value, including, but not limited to, cash, loans, forbearance,

services, travel, gratuities of any kind, favors, money, meals, refreshments, entertainment, hospitality, admittance to private clubs, use of time-shares, personal use of the Vendor's facilities, promises, tickets to entertainment or sporting events, weekend trips, golf outings, loans of equipment, or other thing or benefit. A Gift need not be intended to influence or reward any individual or entity.

Nassau County Code of Ethics means Nassau County Charter Section 2218, and the rules and regulations promulgated thereunder as may be amended or modified.

Participating Employee means any Vendor employee who engages in any written or oral communication of a non-clerical or non-administrative nature with Nassau County or with a Nassau County Employee(s) as part of or in connection with the procurement.

Participating Nassau County Employee means any Nassau County Employee who the Vendor knows, has reason to know, or can reasonably anticipate is involved in a specific procurement, in either a direct or decision-making capacity, but not in a clerical capacity. This includes but is not limited to the Designated Point of Contact, the project manager, the project manager's staff to the extent that they are involved in the procurement, members of selection committees, technical experts and negotiating teams.

Primary Contracting Party means a Vendor who intends to directly enter into or has a contract with Nassau County.

Retaliatory Action is defined as any Adverse Job-Related Action taken by, or at the direction or request of, a Vendor or a Vendors' Employees as a result of any individual's (i) good-faith report with respect to a violation or potential violation of this Code or the law; or (ii) cooperation in any investigation of unlawful conduct or misconduct conducted by Nassau County or by federal, state, or local law enforcement officials.

State Procurement Lobbying Law means New York State Finance Law Sections 139-j and 139-k, and the rules and regulations promulgated thereunder as may be amended or modified.

Vendor means any individual or entity seeking to or doing business

with Nassau County within the scope of this Code, including, without limitation, contractors, consultants, suppliers, manufacturers seeking to act as the primary contracting party, officers and employees of the foregoing, as well as any subcontractors, subconsultants and suppliers at all lower tiers.

Chapter 2: LIMITATIONS AND REPORTING OF CONTACTS WITH NASSAU COUNTY

Section 2.01 Designated Point(s) of Contact

Each procurement solicitation issued by Nassau County will identify the Designated Point(s) of Contact for that solicitation as required by the State Procurement Lobbying Law. Once the Designated Point(s) of Contact is/are established, the Vendor and any person or entity acting on the Vendor's behalf, including without limitation, those providing compensated or uncompensated lobbying, advocacy, consulting or other services should ensure that its contacts with Nassau County are in compliance with the requirements of the State Procurement Lobbying Law.

Chapter 3: GIFTS OR CONTINGENT FEES

Section 3.01 Zero Tolerance

No Vendor may offer or give any Gift, directly or indirectly, to a Nassau County Employee. Similarly, no Vendor may offer or give any Gift, directly or indirectly, to any Family Member of a Nassau County employee where such Gift is made because of the Vendor's relationship with the Nassau County Employee. Additionally, no Vendor may accept a gift from a Nassau County Employee.

This Zero-Tolerance Policy applies regardless of actual intentions. In other words, even if a Gift does not, or is not intended to, influence an action or decision by a Nassau County Employee, it is prohibited by this Code.

Section 3.02 Personal Relationships

Notwithstanding the foregoing, if a Vendor has a pre-existing family or personal relationship with the Employee, a Gift that is wholly unconnected with the Employee's duties on behalf of Nassau County is

not necessarily prohibited.

In determining whether the giving of an item was motivated by personal rather than business concerns, the following factors are considered:

(a) the history of the relationship between the donor and the recipient, including but not limited to the mutuality of gift giving;

(b) whether the item was paid for by the donor.

The giving of an item shall not be considered to be motivated by a family or personal relationship if the donor seeks to charge or deduct the value of the item as a business expense or seeks reimbursement from a client.

However, regardless of the family or personal relationship between a Vendor and an employee, a Gift is strictly forbidden where it is being given under circumstances where it can reasonably be inferred that it was intended to influence the employee in the performance of his or her official duties.

Section 3.03 Contingent Fees

The Vendor will not employ or retain any individual or entity for the purpose of soliciting or securing a Nassau County contract upon any agreement or understanding for a commission, percentage, brokerage, or fee that is contingent or dependent upon the outcome of the procurement.

Chapter 4: NEGOTIATIONS FOR FUTURE EMPLOYMENT

Section 4.01 Restrictions During the Procurement Process

Vendors shall not discuss future employment with Participating Nassau County Employees or their Family Members from the date the procurement is advertised or solicited through 30 days following the date that the procurement is awarded, even if a Participating Nassau County Employee contacts the Vendor regarding employment. Questions regarding whether a particular Nassau County employee is a Participating Nassau County Employee for a specific

procurement should be directed to the Designated Point of Contact for the procurement.

Section 4.02 Restrictions Post Award

Vendors are prohibited from offering or discussing an employment opportunity with a Nassau County Employee or his or her Family Members before whom the Vendor has or expects to have a pending specific matter including, but not limited to, negotiations, performance evaluation, task order selection, approval of a voucher or invoice, or approval of or agreement to a contract amendment, change order, or deviation or waiver until:

(i) 30 days from the time the matter before the Employee is closed, or
(ii)30 days from the time the Employee has no further involvement with the matter because of recusal or reassignment.

Chapter 5: CONFLICT OF INTEREST

Section 5.01 Financial Interest

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, as the case may be, may have a 10% or greater interest, nor shall the Vendor, nor any director, officer, principal, owner, or partner thereof, acquire a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract.

The Vendor will not permit an employee having a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract to be employed in the performance of the Nassau County contract.

Section 5.02 Personal Business Dealings

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, may have a non-County business dealing with a

Participating Nassau County Employee where it can be reasonably inferred that the purpose of the business dealing, at least in part, is to influence the Participating Nassau County Employee's action on a pending County matter.

Section 5.03 Disclosure and Cooperation

The Vendor shall disclose immediately to the County any real or potential conflict of interest of which it becomes aware. This obligation is ongoing and shall last through the completion of performance of the contract. The Vendor shall provide to Nassau County, at the County's request and upon such forms as may be furnished by Nassau County, a disclosure of organizational, financial, contractual or other affiliations with any organization or entity that has interests that may be substantially affected by the procurement solicitation or award. The Vendor shall fully cooperate in any inquiry or investigation undertaken by Nassau County to determine whether any such affiliations present a conflict of interest, or whether any other provision of this Code has been violated. The Vendor shall fully cooperate with audits, investigations, examinations and reviews by the Nassau County Inspector General conducted pursuant to section 187 of the Nassau County Charter.

Section 5.04 Confidential Information

At no time shall any Vendor who obtains confidential or proprietary Nassau County information in the course of doing or seeking to do business with the County disclose any such information to any person not authorized by Nassau County to receive such information or use such information for any personal gain except as necessary to fulfill its contractual obligations to Nassau County.

If the Vendor receives from any source confidential or proprietary Nassau County information prior to the award of a resulting contract and, where applicable, approval by the County Legislature, without the explicit approval of the Designated Point of Contact, the Vendor shall immediately so notify the Designated Point of Contact.

Nassau County confidential or proprietary information includes, but is not limited to, internal cost estimates and proposals submitted by other Vendors.

Section 5.05 Prohibition Regarding Bidding by Participants in Procurement Development

No Vendor who participates in the development of a scope of work, solicitation documents, assessment criteria, contractual instruments or technical specifications may participate as a bidder, sub-bidder, proposer or sub-proposer on that particular procurement or perform any work on that particular procurement or any other procurement that would constitute an organizational conflict of interest or would give that Vendor an unfair advantage over other bidders or proposers on that procurement. This prohibition may be waived in writing by the County Chief Procurement Officer upon a showing of good cause.

Chapter 6: FORMER NASSAU COUNTY EMPLOYEES

Section 6.01 Appearance Before Former Agency-Two Year Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear or practice before any Nassau County agency, either prior to award or in the performance of a Nassau County contract, for a period of two years after termination of the Nassau County Employee's services with the County.

Section 6.02 Appearance Before Former Agency-Life Time Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear, practice, communicate or otherwise render services before the agency that employed the officer or employee or any other agency of Nassau County, either prior to award or in the performance of an agency's contract in relation to any case, proceeding, application or transaction with respect to which such former officer or employee was directly concerned and in which he or she personally participated, or which was under his or her active consideration during the period of his or her employment. This provision is a lifetime bar on projects that the former Nassau County Employee previously worked on while employed by the County.

Chapter 7: NON-COLLUSION

Section 7.01 Independent Bid Assessment

The Vendor will calculate the price(s) contained in any bid or proposal independently, without collusion, consultation, communication, or agreement with any competing Vendor for the purpose of restricting competition.

Section 7.02 Non-Communication of Bid

Unless otherwise required by law, the price(s) which the Vendor quotes in its bid or proposal will not knowingly be disclosed by the Vendor, directly or indirectly, to any competing Vendor prior to the closing date for bids or proposals.

Section 7.03 Bid Submission

The Vendor will not make any attempt to induce any other individual or entity to submit or not to submit a bid or proposal.

Chapter 8: DISTRIBUTION AND CERTIFICATION

Section 8.01 Distribution of Vendor Code of Ethics and Vendor's Participating Employee Acknowledgements

As a condition of being considered for the award of any contract above the County's small purchase threshold of $10,000, the Vendor will be required to distribute copies of the Nassau County Vendor Code of Ethics to all Participating Employees prior to any of those employee's participation in the procurement. The Code may be distributed either in hard copy or electronically as a separate PDF.

Additionally, as a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will be required to obtain an acknowledgement from each of its Participating Employees ("Participating Employee Acknowledgements") that they have received, read, understand, and will comply with the Nassau County Vendor Code of Ethics.

The Vendor's responsibility for distributing copies of the Nassau County Vendor Code of Ethics and obtaining such signed Participating Employee Acknowledgements is ongoing until completion of performance of the contract and shall be retained for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Receipt and retention of Participating Employee Acknowledgments by the Vendor shall be subject to audit by Nassau County.

Section 8.02 Vendor Certifications

The vendor by signing the final contract thereby certifies and attests to the following:

(a) The Vendor has been provided with a copy of the Nassau County Vendor Code of Ethics and will comply with all of the provisions of the Code;

(b) All of its Participating Employees during the course of procurement or contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to any of those employees' participation in the procurement;

(c) All Participating Employees have completed the acknowledgement required by Section 8.01 of this Code;

(d) The Vendor will retain all of the signed Participating Employee Acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County;

(e) The Vendor will continue to distribute the Nassau County Vendor Code of Ethics, obtain signed Participating Employee Acknowledgements as new Participating Employees are added or changed during the contract period, and retain all of the signed acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Section 8.03 Subcontractor Certifications

As a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will obtain certifications executed by authorized officials from all of its lower tier subcontractors, subconsultants and suppliers (as well as from any other subcontractors, subconsultants and suppliers from whom that Vendor is soliciting or has received proposals for work on a Nassau County contract) whose employees have communicated or may communicate with Nassau County Employees. This obligation is ongoing and shall last through the completion of performance of the contract. Receipt and retention of lower tier certifications by the Vendor shall be subject to audit by Nassau County.

Chapter 9: PENALTIES

Section 9.01 Responsibility Determination

For violation of any provision of the Nassau County Vendor Code of Ethics, Nassau County may avail itself of every remedy in law or equity, or as agreed to by parties in any contract, including but not limited to declaring the Vendor non-responsible or in material breach of the contract.

Section 9.02 Civil/Criminal Penalties

Additionally, violation of the Nassau County Vendor Code of Ethics or a provision thereof may subject the Vendor to criminal or civil penalties under State or Federal law.

Chapter 10: REPORTING OBLIGATION

Section 10.01 Reporting Gift Requests

Notwithstanding the provisions of Chapter 4 above, the Vendor is obligated to immediately report to Nassau County's Inspector General and the County Chief Procurement Officer, any and all requests made to the Vendor by any Nassau County Employee for a Gift.

Section 10.02 Reporting Material Changes

The Vendor is under a continuing obligation to report any change in circumstances that materially affects any prior report to Nassau County to Department of Chief Contracting Officer, including but not limited to disclosure of conflicts of interest and representations made in the Contractor Responsibility Form.

Section 10.03 Reporting Violations and Overpayments

The Vendor is obligated to timely report in writing to Nassau County's Inspector General, in connection with the award, performance or closeout of the Nassau County contract or subcontract, any credible evidence of significant overpayments on the contract or that a principal, employee, agent or subcontractor has committed a

violation of law involving fraud, conflict of interest, bribery or gratuities.

Chapter 11: PROHIBITION ON RETALIATION

Section 11.01 Prohibition

To facilitate the reporting obligations under Chapter 10, this code strictly forbids all Vendors and Vendors' Employees from taking any Retaliatory Action against individuals who make such reports.

CERTIFICATION REGARDING DISTRIBUTION OF NASSAU COUNTY VENDOR CODE OF ETHICS

Bid/Proposal No.: H63029-26GR

Project Description: Rehabilitation of Bannister Creek Bridge

The prospective lower tier participant H+L Contracting LLC (subcontractor, subconsultant, or supplier name) hereby certifies, by submission of this bid or proposal to _____ [prime contractor] in connection with the Nassau County bid or proposal number referenced above, to the best of its knowledge and belief, that all officers and personnel who have communicated or may communicate with Nassau County employees during the course of the procurement and through the completion of performance of the contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to each of these employee's participating in the procurement.

Executed this 26th day of May, 2026

By _____ Signature of Authorized Official

Keith Haney, Managing Member Name and Title of Authorized Official

PARTICIPATING EMPLOYEE
ACKNOWLEDGEMENT REGARDING NASSAU
COUNTY VENDOR CODE OF ETHICS

Company: _____

Bid/Proposal No.: _____

I, ~~Keith Haney~~ _____, acknowledge that I have received and read the Nassau County Vendor Code of Ethics on _____ and that I understand it and will comply with this Code in my participation in procurements between_____(Vendor name) and Nassau County.

Executed this____day of_____, 20___.

By _____ Signature of Employee

_____ Name and Title of Employee

Notice of Award

NO TEXT ON THIS PAGE

COUNTY OF NASSAU

DEPARTMENT OF PUBLIC WORKS

Inter-Departmental Memo

TO: Contract File

FROM: Jane Houdek, Esq.
Designated DCCO

DATE: August 6, 2026

SUBJECT: Contract No: H63029-26GR
Bannister Creek Bridge Rehabilitation
H&L Contracting
Responsibility Determination Memorandum

DPW Summary Finding

It is the Department's opinion that based on the information known to the Department and summarized in this memorandum, that the vendor is a responsible contractor for the purpose of being awarded the above-referenced contract.

Prior to the award of a contract, New York State agencies and political subdivisions, are required to make a determination of responsibility of the proposed vendor. State Finance Law §163 (9) (f); Highway Law §38; Public Building Law §8; General Municipal Law §103. General Municipal Law §103 requires the County to award contracts to a "responsible bidder" but does not define that term. However, the State Finance Law, which is the analogous law for contracting by New York State agencies, defines responsible as: "financial ability, legal capacity, integrity and past performance of a business entity and as such terms have been interpreted relative to public procurements". NY CLS St. Fin §163 (1) (c). This standard is applied to procurements pursuant to NYGML §103. *Matter of AAA Caring & Rubbish Removal, Inc. v. Town of Southeast,* 17 N.Y. 3d 136 (2011)

The NY State Office of General Services employees the FLIP analysis -financial ability, legal capacity, integrity and past performance – to meet its obligation to make a responsibility determination.

Application of the FLIP test

As explained in this memorandum, the FLIP test, can be used to evaluate a vendor's responsibility.

1. Financial and Organizational Capacity
   The Department has reviewed materials supplied by vendor as required by the bid documents and is satisfied that the vendor has met the financial and organizational capacity as required by the bid documents.

2. Legal Authority
   Vendor is not debarred.

3. Integrity
   Vendor possesses requisite business integrity-analysis of vendor information described in later portion of this memorandum.

4. Past Performance
   Based upon the vendor's prior performance on County contracts, as well as a check of vendor's reference, vendor is qualified to perform the work for the above-referenced contract.

SUBJECT: Contract No: H63029-26GR
Bannister Creek Bridge Rehabilitation
H&L Contracting
Responsibility Determination Memo

Nassau County Procurement Policy Requirements

Similarly, the Nassau County Procurement Policy states that, "a vendor is deemed responsible to be awarded a contract when it has demonstrated that it has the integrity and capacity to perform the required services on behalf of the County." Nassau County Procurement Policy at Appendix E. Appendix E goes on to state that factors to consider in determining the responsibility of a vendor include: financial resources, organizational capacity, a satisfactory record of performance and a satisfactory record of business integrity - an analysis identical to the FLIP test.

For purposes of its consideration of responsibility, the County requires potential vendors to submit vendor disclosure forms. Those forms are used by the Department as a tool when conducting a vendor responsibility review with the intent of determining "if there exists any material adverse information impacting the vendor's capacity or integrity." Quoting Appendix E.

The following is quoted from Appendix E:

> For adverse information to be considered a factor in a vendor responsibility review, the information must be found to be material. Not all adverse information may be material. Materiality is greater for more recent events than for less recent ones, and materiality is greater for events concerning services more closely related to those required by the County than services that are less so. An event is considered most material when it concerns services equivalent or similar to those required by the County, has occurred recently, occurred in close geographic proximity to the County, and involves one or more individuals or organizational departments that may be involved in the conduct of the County contract. Also relevant in this assessment is whether the event involves a relatively large or small amount of money, services or product; whether the event involves a threat to life, health, safety, or property, whether criminality or possible criminality is involved; and the quantity of adverse information. In addition, any adverse information discovered by a department, which should have been, but was not disclosed by the vendor on the appropriate disclosure form(s) may be considered material.
>
> Examples of adverse information that may not be considered material include adverse social media posts or poor reviews of a company posted on the internet. In addition, adverse information that occurred and/or was resolved more than five years ago generally is not considered material, although once such information has been identified the department conducting the review should investigate whether any similar subsequent event(s) occurred that may be subject to further analysis or suggesting a concern regarding the vendor's corporate culture.
>
> A finding of nonresponsibility has significant implications for the vendor, since subsequent to that determination the vendor must disclose it in future solicitation responses to public entities. Therefore, the finding must be based upon evidence of a sufficiently severe failure of capacity and/or integrity on the part of the vendor. Any adverse information which is not deemed to be sufficient for a finding of nonresponsibility must be demonstrated by the vendor to have been addressed sufficiently through implementation of corrective actions and/or plans to ensure that the adverse event(s) shall not impact or recur during the conduct of the County contract under consideration. Corrective actions that may be considered in

this regard include, but are not limited to, termination of the employee(s) involved, introduction of new policies and procedures, employee trainings, reorganization of the vendor's structure, introduction of new internal or external monitors, payment of all fines, satisfactory resolution of the matter by the investigating entity, etc.

Application of the Materiality Evaluation to Determine Vendor Integrity

As described in this memorandum, the Nassau County Procurement Policy at Appendix E identifies factors that should be considered when determining if the adverse information available about a vendor rises to level of materiality (vendor responsibility determination is dependent upon material information).

Vendor Adverse Information OSHA Violations

Vendor has two (2) serious OSHA incidences, one closed case from 2019 and one open investigation of incident in 2022. Both the serious nature of the violations and the corrective actions taken by the vendor are fully described in an attachment to vendor's Business History form (attached). The type of work being performed when the 2019 violations occurred is similar to the work it has performed for Nassau County. Since 2019 H&L has completed one complex road reconstruction project – Ocean and Merrick, is completing the Bayville Bridge Project and has completed two (2) large road resurfacing contracts, all without any OSHA violations. As explained in its response to Business History form question 13, the vendor does not believe it was responsible for the incident but has acknowledge steps it would take in the future to make sure its jobsites are safe.

One 2022 open OSHA investigation occurred in Suffolk County while working on a Marina project. A boat operator failed to wear his personal flotation device and drowned when he fell off the boat. While the investigation is ongoing and no attribution of fault has been made, the vendor still provided a description of steps it would take it the future to reduce the potential for a similar incident.

The other open 2022 investigation occurred in Massachusetts and involves safety violations that were noted by the H&L Health and Safety Officer and did not involve injuries or property damage.

Accordingly, based on an application of the law and the policy, these incidences do not warrant a determination that the vendor is a nonresponsible vendor. To date, the Department has been satisfied with the safety measures implemented by the Vendor on County projects and has concluded that the Vendor is a responsible vendor for the performance of the scope of work in Contract H63029-26GR.

Jane Houdek
Attorney for DPW

H&L CONTRACTING

140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

To whom it may concern,

The following serve as summary descriptions of two open OSHA inspections associated with H&L Contracting LLC:

OSHA INSPECTION NO. 1635814.015
DATE OPENED: 23 NOV 2022
SITE ADDRESS: Smith Point County Marina East Concourse, Shirley, NY 11967

DESCRIPTION:
Considering there are ongoing investigations by OSHA, US Coast Guard, and SCPD due to the incident involving a fatality, H&L can only provide limited information.

On 11/23/22, H&L Contracting was performing dredge pipe fusing work at the Smith Point County Marina. This work consisted of fusing sections of HDPE pipe together on land and once fused, using a small work boat (skiff) to tow the fused (floating) sections to a mooring area a short distance from the fusing station. H&L assigned an experienced and qualified crew to perform the work; all workers were trained in H&L's safe work procedures, including receiving on site safety briefings (tool box talks) regarding work on or near the water. H&L requires all personnel working on or near the water to wear personal floatation devices (PFD's) at all times, that requirement was specifically reinforced by H&L supervisory personnel at the job site prior to the incident on 11/23/22.

At some point during the performance of the work an H&L employee (boat operator) fell off of the work boat while not wearing a PFD. This event was not noticed immediately by the other H&L employees on site. Once it became evident that the boat operator was missing, the H&L work crew commenced a search and notified the Coast Guard and SCPD. An expansive search for the boat operator ensued with Coast Guard, SCPD, and various Fire Dept. placing divers in the water. OSHA was notified soon after the search began.

During the search it became evident that he H&L boat operator had not been wearing his PFD, although he had been specifically instructed to do so. The boat operator's body was not recovered until over one week after the incident; H&L has no information regarding the cause of death of the boat operator. H&L is aware that the investigations have established that the boat operator was equipped with a PFD that was found on the skiff.

LESSONS LEARNED

It is H&L's position that the company had all required safety procedures in place regarding marine safety, and that those procedures had been reinforced by supervisory personnel at the site prior to the incident. The boat operator had been seen to be wearing his PFD prior to the incident and no H&L employee noticed the boat operator's failure to follow the instructions regarding wearing PFD's.

Going forward, H&L will re-enforce the requirement to wear PFD's at all times when working on or near the water.

OSHA INSPECTION NO. 1635374.015

DATE OPENED: 18 NOV 2022

SITE ADDRESS: Newburyport Harbor, Newburyport, MA 01950

DESCRIPTION:

Prior to 11/18/22, H&L had been performing maintenance dredging in the 9-ft channel in Newburyport Harbor for the US Army Corps of Engineers. The dredging work was completed and had been accepted by the Corps on 11/15/22. During the course of that work, various safety minor deficiencies were noticed by the H&L Health and Safety Officer. These deficiencies included:

- Navigation lighting not functioning.
- Recovery ladders not appropriate.
- Faulty extension cord
- Faulty oxygen/acetylene hose
- Improper use of sling in lifting materials
- Inadequate housekeeping
- Excavator not adequately secured to barge.

All of these deficiencies had been logged on Daily Safety reports and had been corrected. The corrective measures had been documented by Corps personnel.

OSHA personnel performed a site inspection on 11/18/22 apparently due to an anonymous complaint received by them at some time prior. The complaint provided to H&L by OSHA specifically included the above deficiencies.

H&L has not received any correspondence from OSHA regarding the site inspection as of this date.

It should be noted that during the course of a USACE maintenance dredging project, H&L employs two full time Site Safety & Health Officers (one for each shift), and that Corps personnel are also always on-site evaluating H&L's implementing safety requirements.

LESSONS LEARNED:

While H&L has yet to receive a report from OSHA concerning its inspection at Newburyport, H&L reinforced the following with its dredging supervisory and safety personnel:

- Dredging by its very nature entails multiple operations simultaneously, with workers moving from one task to the next quickly. It is incumbent upon safety and supervisory personnel to be proactive in noticing and correcting any deficiencies, regardless of how minor they may seem.
- Faulty lights and equipment must be repaired and or replaced at the earliest opportunity.
- Equipment lifting procedures must be followed at ALL times, regardless of the size of the load being lifted.
- Housekeeping must always be up to standards, even during urgent work.

H&L will make any OSHA correspondence regarding the 11/18/22 inspection available once those reports are received.

If any additional information regarding these two OSHA cases or any other safety related matter is necessary, please contact H&L Company Safety Director Chris Adams in the main office.

H&L CONTRACTING

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Fax: (631) 813-2263

EXPLANATION OF ONGOING COURT ACTION

NYS Supreme Court Index No.: 900720-22

The above filing by the State of New York against H&L Contracting LLC is part of ongoing litigation regarding a utility damaged on a NYSDOT rehabilitation project on Route 110 in Huntington, NY. A gas main owned by National Grid was inadvertently damaged by H&L personnel. We have disagreed with this action brought forward by the Public Service Commission and have provided correspondence illustrating the facts of the matter.

It has been H&L's contention in the ongoing exchange of documentation, that the facility damaged was not correctly marked-out by the utility (4' from the actual location) and was placed against a drainage structure wall that was being removed. As a result of the location, the gas facility was damaged during the demolition. Repairs were made by the utility company and no injuries occurred. The matter is currently being handled by our Legal firm and should be resolved quickly.

H&L CONTRACTING

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EXPLANATION OF ONGOING COURT ACTION

NYS Supreme Court Index No.: 601141 / 2023

The above filing by the State of New York against H&L Contracting LLC is part of ongoing litigation among various plaintiffs and defendants regarding a motor vehicle accident that occurred on August 21, 2016 on the Long Island Expressway. The accident took place in the vicinity of a location where H&L Contracting LLC was performing work under contract to NYSDOT. There were multiple fatalities as a result of the accident and there have been numerous suits and countersuits filed to date.

Considering the ongoing litigation, H&L can provide only limited information at this time. If more information is necessary, please provide specific questions in writing for review by H&L's attorney.

It is H&L's position that all work was performed in complete accordance with NYSDOT specifications and standards and that H&L in no way contributed to the cause or severity of the accident. [information available to H&L indicates that the approximate cause of the accident was a vehicle traveling recklessly at a high rate of speed (90+mph)].

The filing referenced above is associated with the insurance policy contractually provided by H&L covering NYSDOT for liabilities incurred by the DOT under the contract. The filing is basically a pro forma summons regarding that policy.

H&L CONTRACTING
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Phone: (631) 813-2266
Fax: (631) 813-2263

To whom it may concern,

The following serve as summary description of our open OSHA inspections associated with H&L Contracting LLC:

OSHA INSPECTION NO. 1635374.015
DATE OPENED: 18 NOV 2022
SITE ADDRESS: Newburyport Harbor, Newburyport, MA 01950

DESCRIPTION:
Prior to 11/18/22, H&L had been performing maintenance dredging in the 9-ft channel in Newburyport Harbor for the US Army Corps of Engineers. The dredging work was completed and had been accepted by the Corps on 11/15/22. During the course of that work, various safety minor deficiencies were noticed by the H&L Health and Safety Officer. These deficiencies included:

- Navigation lighting not functioning.
- Recovery ladders not appropriate.
- Faulty extension cord
- Faulty oxygen/acetylene hose
- Improper use of sling in lifting materials
- Inadequate housekeeping
- Excavator not adequately secured to barge.

All of these deficiencies had been logged on Daily Safety reports and had been corrected. The corrective measures had been documented by Corps personnel.

OSHA personnel performed a site inspection on 11/18/22 apparently due to an anonymous complaint received by them at some time prior. The complaint provided to H&L by OSHA specifically included the above deficiencies.

H&L has not received any correspondence from OSHA regarding the site inspection as of this date.

It should be noted that during the course of a USACE maintenance dredging project, H&L employs two full time Site Safety & Health Officers (one for each shift), and that Corps personnel are also always on-site evaluating H&L's implementing safety requirements.

LESSONS LEARNED:

While H&L has yet to receive a report from OSHA concerning its inspection at Newburyport, H&L reinforced the following with its dredging supervisory and safety personnel:

- Dredging by its very nature entails multiple operations simultaneously, with workers moving from one task to the next quickly. It is incumbent upon safety and supervisory personnel to be proactive in noticing and correcting any deficiencies, regardless of how minor they may seem.
- Faulty lights and equipment must be repaired and or replaced at the earliest opportunity.
- Equipment lifting procedures must be followed at ALL times, regardless of the size of the load being lifted.
- Housekeeping must always be up to standards, even during urgent work.

H&L will make any OSHA correspondence regarding the 11/18/22 inspection available once those reports are received.

If any additional information regarding this OSHA case or any other safety related matter is necessary, please contact H&L Company Safety Director Chris Adams in the main office.

H&L CONTRACTING

140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
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EXPLANATION OF ONGOING COURT ACTION

NYS Supreme Court Index No.: 900721-22

The above filing by the State of New York against H&L Contracting LLC is part of ongoing litigation regarding a utility damaged on a rehabilitation project on Route 112 in Medford. A gas main owned by National Grid was accidently damaged by H&L personnel. We have disagreed with this action brought forward by the Public Service Commission and have provided correspondence illustrating the facts of the matter.

It has been H&L's contention in the ongoing exchange of documentation, that the damaged facility was not correctly marked-out by the utility and was incorrectly offset by the utility during their efforts to relocate the gas facility away from our work area. Repairs were made by the utility company and no injuries occurred. The matter is currently being handled by our Legal firm and should be resolved quickly.

H&L CONTRACTING

140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

TO: Nassau County Department of Public Works

February 3, 2022

RE: OSHA INVESTIGATION OF H&L CONTRACTING LLC

On October 22, 2019 H&L Contracting LLC was performing paving work as a subcontractor to United Paving Corp. (General Contractor) under the Village of Freeport's 2019 Road Resurfacing Program. The subcontracting agreement between H&L and United included the paving work only, Maintenance and Protection of Traffic (MPT) was excluded from H&L's scope of work. Included in the streets to be paved by H&L was Grant Street, a dead-end street on the east side of Guy Lombardo Blvd. in the Village of Freeport.

Paving work was performed from the dead-end of Grant St. outward towards Guy Lombardo Blvd., with asphalt truck trailers provided by 4L Equipment Leasing LLC under an agreement with H&L. These trailers backed down Grant St. to the paver, and once empty proceeded ahead to Guy Lombardo Blvd., turning right to exit the work area. Unbeknownst to the H&L crew the United employee(s) that had been assigned to perform the MPT for the work were not at the Grant St. intersection but rather at another intersection scheduled for paving that day.

As a 4L truck was exiting Grant St. after dumping into the paver, the driver stopped the truck at the intersection with Guy Lombardo Blvd. During this time when the truck was stopped, another 4L employee, who had parked and exited his truck a short distance north on Guy Lombardo Blvd., ran towards the stopped truck on Grant St., approaching from the passenger side of that truck, apparently to obtain a scraper that was stored behind the cab. The driver of the stopped truck did not notice the approaching 4L employee due to that employee approaching from the passenger (blind) side. While the 4L employee was immediately in front of the stopped truck's right rear wheel, the driver proceeded forward, fatally injuring the 4L employee.

All required notifications were made, including Nassau County Police and OSHA. H&L fully cooperated with all investigations.

Notwithstanding that 1. MPT was NOT in the scope of H&L's work under the subcontract, 2. H&L was unaware that United was not providing MPT at the accident location at the time of the accident, and 3. If MPT was being provided at the intersection it is doubtful that the actions of the 4L employee, namely stepping in front of the rear wheel without notifying the driver of his presence, would have been prevented, the OSHA investigation resulted in two citations of violations against H&L. One being a severe violation of "Accident Prevention Signs and Tags" and the other being a severe violation of "Signaling". Each Violation included a penalty of $12,145.00.

H&L was not afforded an opportunity to contest the citations, although it was H&L's wish to do so, apparently due to Federal COVID protocols affecting the ability to communicate with OSHA personnel.

H&L promptly paid the penalties and incorporated various "lessons learned" into its Safety Procedures. Chief among those lessons learned was that work cannot proceed without required MPT regardless of whose responsibility that MPT falls under.

H&L personnel are available at your convenience to discuss this matter and will provide available records and documentation at your request.

Sincerely,



Keith Haney, Managing Member Signature

JOCAR ASPHALT LLC / DBA RASON MATERIALS

4 Johnson Rd. Lawrence, NY 11559
(631)293-6210

EXPLANATION FOR ANSWERING YES TO QUESTION 13 ON BID DOCUMENTS

OSHA Inspection 1448662.0.15
Date of Incident/Inspection: 12/4/2019
Settled Amount of Fine: $14,000.00

Explanation:
On 12/4/2019 an employee of Rason Materials was performing work at the Cedarhurst asphalt plant when, without instruction, the employee used a manlift to access a conveyor drive pulley that was approximately 8' above ground level. In an unwise attempt to clean dirt off of the pulley, while the conveyor was operating the employee used a wrench to scrape the inside of the pulley. The wrench was grabbed by the pulley and belt which spun the wrench, striking the employee's hand which resulted in a severe injury to the employee's thumb.

OSHA was notified immediately, and an inspection was performed the following day. The following determinations were made after that inspection:

- The subject pulley and belt were not required to have guards due to being 8' above ground level and not normally accessible to personnel.
- There was an inadequate Safety Plan in place for the asphalt plant.
- There was an inadequate Lockout/Tagout Program in place for the asphalt plant
- There were 2 pulleys without guards that were required to have guards

Rason received 4 violations as follows:

1. No guard on equipment (1st instance) (serious)
2. No guard on equipment (2nd instance) (serious)
3. Inadequate Safety Program
4. Inadequate Lockout/Tagout Program

The end result of discussions between Rason and OSHA was a reduction in the total fine to be $14,000.00. That fine has been paid and the case has been closed.

CORRECTIVE MEASURES
As soon as practicable after the incident Rason developed and implemented a new Safety Program, including a new Lockout/Tagout Program. These programs were implemented, and all employees were provided with initial and follow-up training.

LESSONS LEARNED
Rason has placed increased emphasis on awareness training for all employees with respect to rotating equipment guards and the necessity that those guards be in place at all times when the plant is in operation.

Additionally, Rason has been stringent in training employees in Lockout/Tagout; with particular emphasis being placed on the prohibition of working on operating equipment.

Attested to by officer of the company: Signature James Haney

Print Name & Title: James Haney, Manager

Inspection Detail

Inspection: 1448662.015 - Jocar Asphalt Llc / Dba Rason Materials

Inspection Information - Office: Long Island

Nr: 1448662.015 Report ID: 0214700 Open Date: 12/04/2019

Jocar Asphalt Llc / Dba Rason Materials
4 Johnson Road
Lawrence, NY 11559
Union Status: Union
SIC:
NAICS: 324121/Asphalt Paving Mixture and Block Manufacturing
Mailing: 136 Spagnoli Rd, Melville, NY 11747

Inspection Type:	Referral			
Scope:	Partial	Advanced Notice:	N	
Ownership:	Private			
Safety/Health:	Safety	Close Conference:	12/04/2019	
Emphasis:	N:Amputate	Close Case:	02/05/2021	
Related Activity:	Type	ID	Safety	Health
	Referral	1523319	Yes	

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	2					2
Current Violations	1			1		2
Initial Penalty	$17,542	$0	$0	$0	$0	$17,542
Current Penalty	$7,000	$0	$0	$7,000	$0	$14,000
FTA Amount	$0	$0	$0	$0	$0	$0

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
1.	01001A	Serious	19100147 C04 I	03/04/2020	03/30/2020	$7,000	$6,747	$0	03/25/2020	F - Formal Settlement
2.	01001B	Serious	19100147 C07 I	03/04/2020	03/30/2020	$0	$6,747	$0	03/25/2020	F - Formal Settlement
3.	02001A	Other	19100219 D01	03/04/2020	03/30/2020	$7,000	$4,048	$0	03/25/2020	F - Formal Settlement
4.	02001B	Other	19100219 E03 I	03/04/2020	03/30/2020	$0	$0	$0	03/25/2020	F - Formal Settlement

UNITED STATES
DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
800-321-6742 (OSHA)
TTY
www.OSHA.gov

H&L CONTRACTING
140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

To whom it may concern,

The following serve as summary description of our open OSHA inspections associated with H&L Contracting LLC:

OSHA INSPECTION NO. 1635814.015
DATE OPENED: 23 NOV 2022
SITE ADDRESS: Smith Point County Marina East Concourse, Shirley, NY 11967

DESCRIPTION:
Considering there are ongoing investigations by OSHA, US Coast Guard, and SCPD due to the incident involving a fatality, H&L can only provide limited information.

On 11/23/22, H&L Contracting was performing dredge pipe fusing work at the Smith Point County Marina. This work consisted of fusing sections of HDPE pipe together on land and once fused, using a small work boat (skiff) to tow the fused (floating) sections to a mooring area a short distance from the fusing station. H&L assigned an experienced and qualified crew to perform the work; all workers were trained in H&L's safe work procedures, including receiving on site safety briefings (tool box talks) regarding work on or near the water. H&L requires all personnel working on or near the water to wear personal floatation devices (PFD's) at all times, that requirement was specifically reinforced by H&L supervisory personnel at the job site prior to the incident on 11/23/22.

At some point during the performance of the work an H&L employee (boat operator) fell off of the work boat while not wearing a PFD. This event was not noticed immediately by the other H&L employees on site. Once it became evident that the boat operator was missing, the H&L work crew commenced a search and notified the Coast Guard and SCPD. An expansive search for the boat operator ensued with Coast Guard, SCPD, and various Fire Dept. placing divers in the water. OSHA was notified soon after the search began.

During the search it became evident that he H&L boat operator had not been wearing his PFD, although he had been specifically instructed to do so. The boat operator's body was not recovered until over one week after the incident; H&L has no information regarding the cause of death of the boat operator. H&L is aware that the investigations have established that the boat operator was equipped with a PFD that was found on the skiff.

LESSONS LEARNED

It is H&L's position that the company had all required safety procedures in place regarding marine safety, and that those procedures had been reinforced by supervisory personnel at the site prior to the incident. The boat operator had been seen to be wearing his PFD prior to the incident and no H&L employee noticed the boat operator's failure to follow the instructions regarding wearing PFD's.

Going forward, H&L will re-enforce the requirement to wear PFD's at all times when working on or near the water.

If any additional information regarding this OSHA case or any other safety related matter is necessary, please contact H&L Company Safety Director Chris Adams in the main office.

Scatt Materials Corp

44 South Fourth Street, Bay Shore, NY 11706
(631)586-0554

EXPLANATION FOR ANSWERING YES TO QUESTION 13 ON BID DOCUMENTS

OSHA Inspection 154269
Date of Incident/Inspection: 7/19/21
Settled Amount of Fine: Not settled as of 4/8/22

Explanation:
On 7/19/21 an employee of Scatt Materials Corp., without instruction, entered a chute to free up a jammed diversion plate. While the plant and conveyor were shut down, as the employee moved material that was obstructing a diversion plate the stored energy in the plate caused the plate to suddenly move, striking the employee in the leg. The employee suffered a broken leg.

OSHA was notified immediately, and an inspection was performed that day. The following determinations were made after that inspection:

- The Lockout/Tagout procedures that were in place for the asphalt plant were inadequate.
- The employee that was injured was not properly trained in Lockout/tagout and stored energy.

Scatt received 2 violations as follows:

1. Procedures were not developed, documented, and utilized for the control of potentially hazardous energy
2. Employees were not adequately trained to ensure that the Lockout/Tagout program that was in place was understood and followed by employees

Due to the common ownership of Scatt Materials and Rason Materials, and considering Rason Materials had received OSHA violations and a stipulated fine in 2020 for similar violations, the violations were determined by OSHA to be Repeat-Serious Violations; each violation was accompanied by a $6,216.00 fine.

Scatt has engaged legal counsel and is currently in discussions with OSHA to determine a settlement. Scatt understands at this time that the settlement will result in the removal of both "Repeat-Serious" violations and the assessment of one "other than serious" violation.

CORRECTIVE MEASURES
Additional awareness training has been provided to all Scatt employees with respect to the current Safety Program and Lockout/Tagout procedures. In addition, the Safety Programs for Scatt (and Rason) are currently under review and will be revised to meet or exceed all OSHA requirements.

LESSONS LEARNED
Scatt has placed increased emphasis on awareness training for all employees with respect to the Lockout/Tagout procedures and the potential stored hazardous energy in various components of the plant, even after the plant has been shut down.

Attested to by officer of the company:

Signature James Hoag

Print Name & Title: James Hoag, Secretary

Inspection Detail

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 1542629.015 - Scott Materials Corp.

Inspection Information - Office: Long Island

Nr: 1542629.015 Report ID: 0214700 Open Date: 07/19/2021

Scott Materials Corp.
44 S 4th Street
Bay Shore, NY 11706
SIC:
NAICS: 324121/Asphalt Paving Mixture and Block Manufacturing
Mailing: 44 S 4th Street, Bay Shore, NY 11706

Union Status: NonUnion

Inspection Type:	Referral				
Scope:	Partial	Advanced Notice:	N		
Ownership:	Private				
Safety/Health:	Safety	Close Conference:	07/19/2021		
Emphasis:	N:Amputate	Close Case:			
Related Activity:	Type	ID	Safety	Health	
	Referral	1788232	Yes		

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations			2			2
Current Violations			2			2
Initial Penalty	$0	$0	$12,432	$0	$0	$12,432
Current Penalty	$0	$0	$12,432	$0	$0	$12,432
FTA Amount	$0	$0	$0	$0	$0	$0

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
1.	01001	Repeat	19100147 C04 I	01/18/2022	02/11/2022	$6,216	$6,216	$0		Z - Issued
2.	01002	Repeat	19100147 C07 I	01/18/2022	02/11/2022	$6,216	$6,216	$0		Z - Issued

UNITED STATES
DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
800-321-6742 (OSHA)
TTY
www.OSHA.gov

PINKS, LIPSHIE, WHITE & NEMETH
ATTORNEYS AT LAW
140 FELL COURT –SUITE 303
HAUPPAUGE, NEW YORK 11788
TELEPHONE #(631) 234-4400
FAX #(631) 234-4445

STEVEN G. PINKS
JONATHAN W. LIPSHIE
TERESA A. WHITE
JOSEPH G. NEMETH, JR.

HAROLD I. GUBERMAN

OF COUNSEL:

MICHAEL A. ROSENBERG

March 7, 2023

H&L CONTRACTING LLC
Attn: Ken Angerman PE

Re: NASSAU COUNTY QUESTION

Ken:

We were aware of only one lawsuit which was brought under Index No. 900720/2022. That action concerned damage to a 2" "PE" gas line located at 642 New York Avenue, Huntington. In answer to a Complaint we are claiming that the 2" gas main was damaged solely because of incorrect marking by KeySpan/National Grid. Specifically, we claim that KeySpan/National Grid violated General Business Law 763(3) and Public Service Law 119(6) (ETSEQ).

The lawsuit under Index No. 900721/2022 concerns Route 112 and Granny Road. Although a Summons was served and we appeared on your behalf, we never received until now, the Verified Complaint. We will be checking with the Attorney General and if necessary, defend the action.

The records you previously provided to me explained that the end cap on the gas main was struck by the excavator solely because it had been re-located by National Grid earlier in the project in order to facilitate installation of a drainage structure. National Grid was required by New York State DOT to notify H & L Contracting of the re-location and was solely because of the failure of the utility to provide notification that the excavator struck the gas main.

Very truly yours,

STEVEN G. PINKS

SGP:dl

The Accounting Office of
JAMES H. VANEK, JD CPA

1 SYLVESTER COURT
ROCKY POINT, NEW YORK 11778
Phone 631-821-5571
Fax 866-372-9067

VANEKCPA@gmail.com
Certified Public Accountant, New York
Attorney at Law, California
Notary Public, New York

March 7, 2023

Re:
Village Dock Inc
NYS Tax Warrant dated March 14, 2022 in the amount of $4,793.62.
NYS Tax Warrant dated June 3, 2022 in the amount of $686.57.

Explanation

New York State has disputed the amounts Village Dock, Inc. claimed as prepayments on corporate tax returns filed.

Village Dock Inc. will be seeking in May a conciliation conference to further argue that the facts and the law are on the side of Village Dock, Inc. and that the prepayments as reflected will be upheld, vacating these tax warrants.

Sincerely,

James H. Vanek, JD CPA dv

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: H&L CONTRACTING LLC

2. Amount requiring NIFA approval: $5,864,790.00

Amount to be encumbered: $5,864,790.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to Four Hundred Fifty (450) Calendar Days from Notice to Proceed
Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)
Capital Improvement Fund (CAP)	X	Other

Federal %	68
State %	0
County %	32

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	Yes
Has the County Legislature approved the borrowing?	Yes
Has NIFA approved the borrowing for this contract?	No

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This contract provides for rehabilitation of the existing concrete culvert on the Nassau Expressway over Bannister Creek including repairs to existing concrete culvert, construction joints, abutment walls and the top slab, scarifying the top slab and installing a waterproofing membrane; new approach slabs; milling and resurfacing of the asphalt wearing surface; replacement of bridge railing, guide rail, sidewalk, drainage systems; installation of scour protection; and new pavement markings. FEDERAL AID PIN 0762.06.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN 08/27/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Keith Haney state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: H&L Contracting LLC

Vendor's Address: 140 Adams Avenue Ste 14B HAUPPAUGE NY US 11788

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 07/08/2026 02:49:41 pm

Lobbyist Registration and Disclosure Form: 07/08/2026 02:47:23 pm

Business History Form certified: 08/11/2026 01:32:12 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 07/29/2026 08:05:35 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Keith Haney [KHANEY@HLCONTRACTINGLLC.COM]
Date Certified	08/10/2026 03:39:16 pm

Principal Name	Christopher Haney [CHANEY@HLCONTRACTINGLLC.COM]
Date Certified	08/10/2026 03:45:02 pm

Principal Name	James K Haney III [JHANEY100@HOTMAIL.COM]
Date Certified	08/11/2026 01:23:51 pm

I, Keith Haney hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Keith Haney KHANEY@HLCONTRACTINGLLC.COM

Name

Managing Member

Title

H&L Contracting LLC

Name of Submitting Entity

08/11/2026 01:35:58 pm

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 08/11/2026

1) Proposer's Legal Name: H&L Contracting LLC

2) Address of Place of Business: 140 Adams Avenue Ste 14B

City: HAUPPAUGE State/Province/ Territory: NY Zip/Postal Code: 11788

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone: (631) 813-2266

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Other (Describe) Limited Liability Company

1 File(s) uploaded: Operating Agreement.pdf

7) Does this business share office space, staff, or equipment expenses with any other business?

YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [X] NO [ ] If yes, please provide details:

Village Dock Contracting, Inc.
Village Dock, Inc.

1 File(s) uploaded: Partnership Structure for H&L Contracting.pdf

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

Village Dock Contracting, Inc.
Village Dock, Inc.
JCKD Materials Corp
Jocar Asphalt LLC

3 File(s) uploaded: Business Ownership as of 063026.pdf, JCKD Corp structure.pdf, Jocar partnership structure.pdf

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

Please see attached

5 File(s) uploaded: HL OSHA violatiion for 11182022.pdf, HL OSHA violation for 10222019.pdf, HL OSHA violation for 11222022.pdf, Jocar DBA RasonMaterials OSHA violation for 12042019.pdf, Scatt OSHA violation for 07192021.pdf

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during

such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Candidates will be questioned during the interview process

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

11/12/2013

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Keith Haney - [redacted]
Chris Haney - [redacted]
James K Haney III - [redacted]

1 File(s) uploaded: Partnership Structure for H&L Contracting.pdf

iii) Name, address and position of all officers and directors of the company. If none, explain.

Keith Haney - [redacted]
Chris Haney - [redacted]
James K Haney III - [redacted]

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

193

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Member of Long Island Contractors Association (LICA)
Member of Association of General Contractors (AGC)

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

13

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

H & L Contracting LLC is comprised of multiple individuals with vast experience in all aspects of marine & bridge construction. We possess both the knowledge & resources to complete projects on time & within budget

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	M & J Engineering		
Contact Person	Brett Garvar PE		
Address	2003 Jericho Turnpike		
City	New Hyde Park	State/Province/Territory	NY
Country	US		
Telephone	(631) 553-7336		
Fax #			
E-Mail Address	BGarvar@mjengineering.com		

Company	NYSDOT		
Contact Person	Pandi Zoto		
Address	250 Veterans Memorial Hwy		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 260-3676		
Fax #	(631) 952-6044		
E-Mail Address	Pandi.Zoto@dot.ny.gov		

Company	Hardesty & Hanover		
Contact Person	Robert Laurice		
Address	1501 Broadway #601		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(631) 742-4777		
Fax #	(631) 742-4777		
E-Mail Address	Rlaurice@Hardestyhanover.com		

I, James K Haney III , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, James K Haney III , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Name of submitting business: H&L Contracting LLC

Electronically signed and certified at the date and time indicated by:
James K Haney III JHANEY100@HOTMAIL.COM

Member
Title

08/11/2026 01:32:12 pm
Date

Operating Agreement

OF

H&L CONTRACTING, LLC

A LIMITED LIABILITY COMPANY

ORGANIZED UNDER THE LAWS OF

THE STATE OF

NEW YORK

CAT. NO. 5154 FORM 1 (Basic)

BlumbergExcelsior, Inc., NYC 10013

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LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
H&L CONTRACTING, LLC

This Limited Liability Company Operating Agreement of _____, a New York limited liability company organized pursuant to the New York Limited Liability Company Law, is entered into and shall be effective as of the Effective Date, by and among the Company and the persons executing this Company Agreement as Members.

ARTICLE I
DEFINITIONS

For purposes of this Company Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

1.1 **[Acquisition Agreement. The Agreement of Purchase and Sale dated as of _____ between _____ and _____, regarding the sale of the Asset to the Company.]**

1.2 **[Acquisition Loan. A loan not in excess of $_____ from _____ to the Company to finance the acquisition of the Asset, which loan will be secured by a mortgage or other lien on the Asset.]**

1.3 **Additional Capital Contribution.** An additional Capital Contribution payable by the Members to the Company pursuant to Article VIII.

1.4 **Affiliate.** With respect to any Person, any entity controlling, controlled by or under common control with such Person. "Control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of over 50% of the voting securities of such Person, by contract or otherwise.

1.5 **Article.** An Article of this Company Agreement.

1.6 **Articles of Organization.** The Articles of Organization of the Company, as amended from time to time, and filed with the Department of State of New York.

1.7 **[Asset. The real property located at _____ and all improvements thereon.]**

1.8 **Assignee or "transferee."** A transferee of an Economic Interest who has not been admitted as a Substitute Member. Unless otherwise clear from the context of its use, the term "transferee" is synonymous with the term "Assignee."

1.9 **Bankrupt Person.** A Person who: (a) has become the subject of an Order for Relief under the United States Bankruptcy Code by voluntary or involuntary petition, or (b) has initiated, either in an original Proceeding or by way of answer in any state insolvency or

receivership Proceeding, an action for liquidation arrangement, composition, readjustment, dissolution or similar relief.

1.10 **Business Day.** Any day other than Saturday, Sunday or any legal holiday observed in the State of New York.

1.11 **Capital Account.** The account maintained for a Member or an Assignee determined in accordance with Article VIII.

1.12 **Capital Contribution.** A Member's Initial Capital Contribution plus any Additional Capital Contribution made by the Member in accordance with this Company Agreement. A Capital Contribution includes (a) the amount of any money contributed by the Member to the Company (including liabilities of the Company assumed by the Member as provided in section 1.704-1(b)(2)(iv)(c) of the Regulations), and (b) the Gross Asset Value of any Property contributed to the Company by such Member (net of liabilities secured by such contributed Property that the Company is considered to assume or take subject to under section 752 of the Code).

1.13 **Commitment.** The Initial Capital Contribution and Additional Capital Contributions that a Member is obligated to make.

1.14 **Company.** H&L CONTRACTING, LLC limited liability company formed under the laws of New York, and any successor limited liability company.

1.15 **Company Agreement.** This Limited Liability Company Operating Agreement including all amendments adopted in accordance with the Company Agreement and the NY LLC Law.

1.16 **Default Interest Rate.** The prime rate published by the Wall Street Journal for the last Business Day on which a Commitment is payable.

1.17 **Delinquent Member.** Delinquent Member shall have the meaning set forth in Section 8.3.

1.18 **Disposition (Dispose).** Any sale, assignment, exchange, mortgage, pledge, grant, hypothecation or other transfer, absolute or as security or encumbrance (including dispositions by operation of law).

1.19 **Dissociation.** Any action which causes a Person to cease to be a Member as described in Article XII hereof.

1.20 **Dissolution Event.** An event, the occurrence of which will result in the dissolution of the Company under Article XIII unless the Members unanimously agree to the contrary.

1.21 **Distribution.** A transfer of Property to a Member on account of a Membership Interest.

1.22 **Economic Interest.** The right to receive allocations of Profits and Losses, Distributions, returns of capital and distribution of assets upon a dissolution of the Company.

1.23 **Effective Date.** NOVEMBER 12, 2013.

1.24 **Exhibit A.** Exhibit A to this Company Agreement setting forth the name, address, Initial Capital Contribution, Initial Membership Interest and Initial Sharing Ratio of each Member.

1.25 **Fair Market Value.** As of any date, the fair market value of an asset on such date as determined in good faith by the Managing Member. For this purpose, the Managing Member may in its reasonable and prudent discretion value assets that are restricted by law, contract, market conditions (including trading volume relative to the Company's holding) or otherwise as to salability or transferability at an appropriate discount, based on the nature and term of such restrictions.

1.26 **Fiscal Year.** The twelve month period ending on December 31 of each year.

1.27 **Gross Asset Value.** Gross Asset Value, with respect to any Company asset means the adjusted basis of such asset for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any Company asset contributed by a Member to the Company shall be the Fair Market Value of such Company asset as of the date of such contribution;

(b) The Gross Asset Value of each Company asset shall be adjusted to equal its Fair Market Value, as of the following times: (i) the acquisition of an additional Membership Interest by any new or existing Member in exchange for more than a de minimis Capital Contribution unless the Managing Member determines that such adjustment is not necessary to reflect the relative Economic Interests of the Members of the Company; (ii) the Distribution by the Company to a Member of more than a de minimis amount of Company assets (other than cash) as consideration for all or part of its Membership Interest unless the Managing Member determines that such adjustment is not necessary to reflect the relative Economic Interests of the Members in the Company; and (iii) the liquidation of the Company within the meaning of section 1.704-1(b)(2)(ii)(g) of the Regulations;

(c) The Gross Asset Value of a Company asset distributed to any Member shall be the Fair Market Value of such Company asset as of the date of Distribution thereof;

(d) The Gross Asset Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted basis of such Company asset pursuant to section 734(b) or 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to section 1.704-1(b)(2)(iv)(m) of the Regulations; provided, however, that Gross Asset Values shall not be adjusted pursuant to this paragraph (d) to the extent that the Managing Member determines that an adjustment pursuant to paragraph (b) above is

necessary or appropriate in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph; and

(e) If the Gross Asset Value of a Company asset has been determined or adjusted pursuant to paragraph (a), (b) or (d) above, such Gross Asset Value shall thereafter be adjusted to reflect the depreciation or amortization taken into account with respect to such Company asset for purposes of computing Profits and Losses.

1.28 **Initial Capital Contribution.** The Initial Capital Contribution set forth in Exhibit A.

1.29 **Initial Membership Interest.** The Initial Membership Interest set forth in Exhibit A.

1.30 **Initial Sharing Ratio.** The Initial Sharing Ratio set forth in Exhibit A.

1.31 **Management Right.** The right of a Member to participate in the management of the Company, to vote on any matter and to grant or withhold consent or approval of actions of the Company.

1.32 **Managing Member.** KEITH N HANEY.

1.33 **Member.** A party executing the Company Agreement and a Substitute Member.

1.34 **Membership Interest.** A Member's Economic Interest and Management Right.

1.35 **Net Cash Flow.** Net Cash Flow shall mean with any respect to any fiscal period of the Company, all cash revenues of the Company during that period, decreased by, without duplication, (a) cash expenditures for operating expenses, (b) capital expenditures to the extent not made from reserves, (c) repayment of principal on any financing and (d) taxes.

1.36 **NY LLC Law.** The New York Limited Liability Company Law and all amendments thereto.

1.37 **Organization.** A Person other than a natural person. Organization includes, without limitation, corporations (both non-profit and other corporations), partnerships (both limited and general), joint ventures, limited liability companies and unincorporated associations, but the term does not include joint tenancies and tenancies by the entirety.

1.38 **Permitted Transferee.** Permitted Transferee shall have the meaning set forth in Section 11.5.

1.39 **Person.** An individual, trust, estate or any Organization permitted to be a member of a limited liability company under the laws of the State of New York.

1.40 **Principal Office.** The Principal Office of the Company set forth in Section 2.6.

1.41 **Proceeding.** Any administrative, judicial or other adversary proceeding, including, without limitation, litigation, arbitration, administrative adjudication, mediation and appeal or review of any of the foregoing.

1.42 **Profits and Losses.** For each Fiscal Year or other period, an amount equal to the Company's taxable income or loss for such Fiscal Year or period, determined in accordance with section 703(a) of the Code (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be added to such taxable income or loss;

(b) Any expenditures of the Company described in section 705(a)(2)(B) of the Code or treated as section 705(a)(2)(B) of the Code expenditures pursuant to section 1.704-1(b)(2)(iv)(i) of the Regulations (other than expenses in respect of which an election is properly made under section 709 of the Code), and not otherwise taken into account in computing Profits or Losses pursuant to this Section, shall be subtracted from such taxable income or loss;

(c) In the event the Gross Asset Value of any Company asset is adjusted pursuant to paragraph (b) or (c) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such Company asset for purposes of computing Profits or Losses;

(d) Gain or loss resulting from any disposition of any Company asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the Company asset disposed of, notwithstanding that the adjusted tax basis of such Company asset may differ from its Gross Asset Value;

(e) In accordance with section 1.704-1(b)(2)(iv)(g)(3) of the Regulations, depreciation with respect to any Company asset shall be computed by reference to the adjusted Gross Asset Value of such asset, notwithstanding that the adjusted tax basis of such Company asset differs from its Gross Asset Value; and

(f) Notwithstanding any other provisions of this definition, any item which is specially allocated pursuant to Section 9.4 or 9.5 shall not be taken into account in computing Profits or Losses.

The amounts of the items of Company income, gain, loss or deduction available to be specially allocated pursuant to Section 9.4 or 9.5 shall be determined by applying rules analogous to those set forth in paragraphs (a) through (e) above.

1.43 **Property.** Any property, real or personal, tangible or intangible, including money, and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

1.44 **Regulatory Allocations.** Regulatory Allocations shall have the meaning set forth in Section 9.5.

1.45 **Section.** A section of this Company Agreement.

1.46 **Securities Act.** The Securities Act of 1933, as amended.

1.47 **Sharing Ratio.** With respect to any Member, as of any date, the ratio (expressed as a percentage) of (a) such Member's Capital Contribution to (b) the aggregate Capital Contributions of all Members, or such other ratio as shall be agreed by all Members from time to time. The Initial Membership Interest and Initial Sharing Ratio of each Member is set forth in Exhibit A hereof, and Exhibit A shall be amended as necessary to conform to any changes thereof agreed to by the Members. In the event all or any portion of a Membership Interest is transferred in accordance with the terms of this Company Agreement, the transferee shall succeed to the Membership Interest and Sharing Ratio of the transferor to the extent it relates to the transferred Membership Interest.

1.48 **Substitute Member.** An Assignee who has been admitted to all of the rights of membership pursuant to Section 11.4.

1.49 **Tax Characterization and Additional Tax Terms.** It is intended that the Company be characterized and treated as a partnership for, and solely for, federal, state and local income tax purposes. For such purpose, the Company shall be subject to all of the provisions of subchapter K of chapter 1 of subtitle A of the Code, all references to a "Partner," to "Partners" and to the "Partnership" in this Company Agreement (including the provisions of Articles VIII and IX) and in the provisions of the Code and Regulations cited in this Company Agreement shall be deemed to refer to a Member, the Members and the Company, respectively. In addition, the following terms shall have the following meanings:

(a) Adjusted Capital Account Deficit shall mean, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account the minimum gain chargeback that such Member is deemed to be obligated to restore pursuant to the penultimate sentences of sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations and the amount of such Member's share of Partner Nonrecourse Debt Minimum Gain; and

(ii) Debit to such Capital Account the items described in sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

Agreement shall govern, even when inconsistent with, or different than, the provisions of the NY LLC Law or any other law or rule. To the extent any provision of the Company Agreement is prohibited or ineffective under the NY LLC Law, the Company Agreement shall be considered amended to the smallest degree possible in order to make the Company Agreement effective under the NY LLC Law. In the event the NY LLC Law is subsequently amended or interpreted in such a way to make any provision of the Company Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

2.3 **Name.** The name of the Company is:

H&L CONTRACTING, LLC

and all business of the Company shall be conducted under that name or under any other name but, in any case, only to the extent permitted by applicable law.

2.4 **Term.** The term of the Company shall be perpetual unless the Company shall be sooner dissolved and its affairs wound up in accordance with the NY LLC Law or the Company Agreement.

2.5 **Registered Agent and Office.** The registered agent for the service of process and the registered office shall be that Person and location reflected in the Articles of Organization as filed in the office of the Department of State of New York. The Managing Member, may, from time to time, change the registered agent or office through appropriate filings with the Department of State of New York. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Managing Member shall promptly designate a replacement registered agent or file a notice of change of address as the case may be. If the Managing Member shall fail to designate a replacement registered agent or change of address of the registered office, any Member may designate a replacement registered agent or file a notice of change of address.

2.6 **Principal Office.** The Principal Office of the Company shall be located at 38 HOMAN AVENUE, BAY SHORE, NY.

2.7 **Publication.** Within 120 days after the effectiveness of the initial Articles of Organization, the Managing Member shall cause a notice containing the substance of the Articles of Organization, in the form required by the NY LLC Law, to be published once in each week for six successive weeks in two newspapers of the county in which the Principal Office is located.

ARTICLE III
PURPOSE; NATURE OF BUSINESS

The purpose of the Company is **[to acquire, improve, own, develop, manage, finance, lease and otherwise operate the Asset and to otherwise deal with any Property that the Company may acquire or have a right to acquire, and, in that connection, to finance and refinance the Asset and any Property, and ultimately to dispose of the Asset, and to do the same with respect to any Property that the Company may acquire, have a right to acquire**

(b) Code shall mean the Internal Revenue Code of 1986, as amended and in effect from time to time.

(c) Nonrecourse Deductions has the meaning set forth in section 1.704-2(b)(1) of the Regulations.

(d) Nonrecourse Liability has the meaning set forth in section 1.704-2(b)(3) of the Regulations.

(e) Partner Nonrecourse Debt has the meaning set forth in section 1.704-2(b)(4) of the Regulations.

(f) Partner Nonrecourse Debt Minimum Gain means an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with section 1.704-2(i)(3) of the Regulations.

(g) Partner Nonrecourse Deductions has the meaning set forth in sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations.

(h) Partnership Minimum Gain has the meaning set forth in sections 1.704-2(b)(2) and 1.704-2(d) of the Regulations.

(i) Regulations shall mean the final and temporary federal income tax regulations promulgated by the United States Treasury Department under the Code as such Regulations may be amended from time to time, or if no final or temporary regulations with respect to a tax issue are then in effect, proposed regulations then in effect if approved by the Managing Member. All references herein to a specific section of the Regulations shall be deemed also to refer to any corresponding provision of succeeding Regulations.

1.50 **Winding Up Sale.** Winding Up Sale shall have the meaning set forth in Section 9.9(a).

ARTICLE II
FORMATION

2.1 **Organization.** The Members hereby organize the Company as a New York limited liability company pursuant to the provisions of the NY LLC Law.

2.2 **Company Agreement.** For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members executing the Company Agreement hereby agree to the terms and conditions of the Company Agreement, as it may from time to time be amended. It is the express intention of the Members that the Company Agreement shall be the sole source of agreement of the parties, and, except to the extent a provision of the Company Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the NY LLC Law, the Company

as a result of its ownership of the Asset and to engage in any and all business in connection therewith.] The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Article III. The Company exists only for the purpose specified in this Article III and may not conduct any other business without the unanimous consent of the Members. The authority granted to the Managing Member hereunder to bind the Company shall be limited to actions necessary or convenient to this business.

ARTICLE IV
ACCOUNTING AND RECORDS

4.1 **Records to be Maintained.** The Company shall maintain the following records at the Principal Office:

(a) A current list of the full name and last known business address of each Member;

(b) A copy of the Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which the Articles of Organization or any such amendment has been executed;

(c) A copy of the Company's federal, state and local income tax returns and reports;

(d) A copy of the Company Agreement including all amendments thereto; and

(e) The Company's books and records, including financial statements of the Company, which shall be open to inspections by the Members or their agents at reasonable times.

4.2 **Reports to Members.** The Managing Member shall provide reports, including a balance sheet, statement of profit and loss and changes in Members' accounts and a statement of cash flows, at least annually to the Members at such time and in such manner as the Managing Member may determine reasonable.

4.3 **Tax Returns and Reports.** The Managing Member, at Company expense, shall prepare and timely file income tax returns of the Company in all jurisdictions where such filings are required, and shall prepare and deliver to each Member, within the time prescribed by the Code, and any extensions applicable thereto, as provided by the Code or applicable regulations, and at Company expense, all information returns required by the Code and Company information necessary for the preparation of the Members' federal income tax returns.

ARTICLE V
NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Members are as stated on Exhibit A.

ARTICLE VI
RIGHTS AND DUTIES OF MEMBERS

6.1 **No Management Rights as Members.** No Member other than the Managing Member shall have authority as a Member to bind the Company or any Management Right, except that the transfer of Management Rights and the admission of a Substitute Member shall require the approvals set forth in Section 11.4, and the following actions shall require the consent of the Members holding a majority of the Membership Interests:

(a) Any amendment to the Company Agreement;

(b) The merger or consolidation of the Company with any other Person;

(c) The continuation of the Company after a Dissolution Event;

(d) The borrowing of funds or the pledging, mortgaging or otherwise encumbering any Company Property, except for (i) any loan to meet operating expenses if operating income and reserves are insufficient or for emergency or other extraordinary circumstances **[and (ii) any loan for the purpose of refinancing the Asset]**;

(e) The payment of compensation to the Managing Member;

(f) The imposition of any Additional Contribution, except as provided in Section 8.2;

(g) The admission of a Person as an additional Member; and

(h) Any act that would make it impossible to carry on the ordinary business of the Company.

All Company cash shall be deposited in a bank account selected by the Managing Member and all disbursements of Company cash shall be approved in advance by those Persons designated by the **[board of directors of the]** Managing Member.

[The Members hereby approve and consent to the Company's borrowing pursuant to the Acquisition Loan and to the Company's acquisition of the Asset pursuant to the Acquisition Agreement.]

6.2 **Liability of Members.** No Member shall be liable as such for the liabilities of the Company.

6.3 **Indemnification.** A Member shall indemnify the Company for any costs or damages incurred by the Company as a result of any unauthorized action by such Member.

6.4 **Representations, Warranties and Covenants.** Each Member, and in the case of a trust or other Organization, the person(s) executing the Company Agreement on behalf of the entity, hereby represents and warrants to the Company and each other Member that: (a) if that Member is a trust or other Organization, it has power to enter into the Company Agreement and

to perform its obligations hereunder and that the person(s) executing the Company Agreement on behalf of the entity has the power to do so; and (b) the Member is acquiring its interest in the Company for the Member's own account as an investment and without an intent to distribute the interest. The Members acknowledge that their interests in the Company have not been registered under the Securities Act or any state securities laws and may not be resold or transferred without appropriate registration or the availability of an exemption from such requirements.

6.5 **Conflicts of Interest.**

(a) A Member, including the Managing Member, shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company or its Affiliates, it being expressly understood that Members may enter into transactions that are similar to the transactions into which the Company or its Affiliates may enter. Notwithstanding the foregoing, Members shall account to the Company and hold as trustee for it any Property, Profit or benefit derived by the Member, without the consent of all of the other Members, in the conduct and winding up of the Company business or from a use or appropriation by the Member of Company Property including information developed exclusively for the Company and opportunities expressly offered to the Company.

(b) A Member, including the Managing Member, does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interest. A Member may lend money to and transact other business with the Company. The rights and obligations of a Member who lends money to or transacts business with the Company are the same as those of a Person who is not a Member, subject to other applicable law. No transaction with the Company shall be voidable solely because a Member has a direct or indirect interest in the transaction if the transaction is fair to the Company.

ARTICLE VII
MANAGING MEMBER

7.1 **Managing Member.** Except as otherwise provided in the Company Agreement, the management of the Company and all decisions concerning the business affairs of the Company shall be made by the Managing Member. The Managing Member shall be KEITH N HANEY.

7.2 **Term of Office as Managing Member.** The Managing Member shall serve until the Dissociation of such Managing Member or any removal of such Managing Member pursuant to Section 7.7.

7.3 **Authority of Managing Member to Bind the Company.** Only the Managing Member and authorized agents of the Company shall have the authority to bind the Company. Subject to Section 6.1, the Managing Member has the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company (as described in Article III), including, without limitation:

(a) To acquire, hold, sell, transfer, assign, lease or otherwise deal with **[the Asset or other]** Property that may be acquired by the Company, and to transfer **[the Asset or other]** Property to any other Organization that is (i) wholly-owned by the Company or is owned by the Members in the same proportions as their Sharing Ratios, (ii) a subsidiary limited liability company (or partnership) in which the Company is the sole non-managing member (or sole limited partner) and the Managing Member is the sole managing member (or sole general partner) or (iii) a nominee or agent of the Company, in such manner as the Managing Member may deem appropriate to protect the Company and the Members from liability (including environmental liability) and to minimize the tax burden of the Members;

(b) To institute, prosecute and defend any Proceeding in the Company's name;

(c) To conduct the Company's business, establish Company offices and exercise the powers of the Company;

(d) Subject to Section 7.11, to employ, contract and deal with, from time to time, Persons, including any Member or Affiliate of any Member, in connection with the management and operation of the Company's business, including without limitation, suppliers, customers, tradespeople, brokers, accountants and attorneys, on such terms as the Managing Member shall determine;

(e) To purchase liability and other insurance to protect the Company's business and Property;

(f) To establish reserve funds of the Company to provide for future requirements for operations, contingencies or any other purpose that the Managing Member deems necessary or appropriate;

(g) To make such elections under the Code and other relevant tax laws as to the treatment of items of Company income, gain, loss, deduction and credit, and as to all other relevant matters as the Managing Member deems necessary or appropriate, including without limitation, elections referred to in section 754 of the Code (subject to Section 9.6), the determination of which items of cash outlay shall be capitalized or treated as current expenses, and the selection of the method of accounting and bookkeeping procedures to be used by the Company;

(h) To pay as a Company expense any and all costs or expenses associated with the formation, development, organization and operation of the Company;

(i) To deposit, withdraw, invest, pay, retain and distribute the Company's funds in a manner consistent with the provisions of this Company Agreement; and

(j) To execute, acknowledge and deliver any and all instruments to effectuate the foregoing.

7.4 **Actions of the Managing Member.** The Managing Member has the power to bind the Company as provided in this Article VII. No Person dealing with the Company shall have any obligation to inquire into the power or authority of the Managing Member acting on behalf of the Company.

7.5 **Indemnification.** The Company shall indemnify the Managing Member and its agents for all costs, losses, liabilities and damages paid or incurred in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the State of New York.

7.6 **Managing Member's Standard of Care.** The Managing Member's standard of care in the discharge of the Managing Member's duties to the Company and the other Members is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, fraud or a knowing violation of law. In discharging its duties, the Managing Member shall be fully protected in relying in good faith upon the records required to be maintained under Article IV and upon such information, opinions, reports or statements by any Person as to matters the Managing Member reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, Profits or Losses of the Company or any other facts pertinent to the existence and amount of assets from which Distributions to Members might properly be paid. The Company shall indemnify and save harmless the Managing Member against any loss, damage or expense (including attorneys' fees) incurred by the Managing Member as a result of any act performed or omitted on behalf of the Company or in furtherance of the Company's interests without, however, relieving the Managing Member of liability for gross negligence, reckless conduct, intentional misconduct, fraud or a knowing violation of law. The satisfaction of any indemnification and any saving harmless shall be from and limited to Company Property and the other Members shall not have any personal liability on account thereof.

7.7 **Resignation; Removal of Managing Member.** The Managing Member shall not have a right to resign and may not be removed by the Members for any reason other than a breach of the Managing Member's standard of care, as set forth in Section 7.6.

7.8 **Other Activities.** The Managing Member shall not be required to devote its full time to the management of the Company business, but only so much of its time as the Managing Member deems necessary or appropriate for the proper management of such business. The Managing Member, and any of its Affiliates, may engage or possess an interest, independently or with others, in other businesses or ventures of every nature and description including without limitation the acquisition, ownership, management and operation of other real estate, and the operation and management of other Organizations for the acquisition, ownership, management and operation of other properties**[, including those located near the Asset,]** in competition with the Company or otherwise, and neither the Company nor any Member shall have any rights in or to such ventures or the income or profits derived therefrom.

7.9 **Distributions.** Each Member shall look solely to the assets of the Company for all Distributions and a share of Profits or Losses and shall have no recourse therefor (upon dissolution or otherwise) against the Managing Member or the other Members. No Member

shall have any right to demand or receive Property other than money upon dissolution and termination of the Company.

7.10 **Expenses.** The Company shall pay directly or reimburse the Managing Member for certain expenses of the Company incurred by the Managing Member in the management of the Company's business. Such expenses may include but are not limited to: (a) costs of borrowed money and taxes applicable to the Company; (b) fees and expenses paid to suppliers, tradespeople, brokers, consultants and other agents; (c) costs of insurance as required in connection with the conduct of the business of the Company; and (d) expenses incurred by the Company for tax return preparation.

7.11 **Affiliates; Fees.** The Managing Member is specifically authorized to employ, contract and deal with, from time to time, any member or Affiliate of any Member, and in connection therewith to pay such Person's fees, prices or other compensation; provided that such employment, contracts and dealings are necessary or appropriate for the Company's purposes, and the fees, prices or other compensation paid by the Company therefor is, in the judgment of the Managing Member, reasonable and typical or competitive with the fees, prices or other compensation customarily paid for similar Property or services.

Nothing herein contained shall be construed as a guaranty by the Managing Member of the performance by any Affiliate, designee or nominee of its obligations under any contract between any such Affiliate, designee or nominee and the Company.

ARTICLE VIII
CONTRIBUTIONS AND CAPITAL ACCOUNTS

8.1 **Initial Capital Contributions.** Each Member shall make the Initial Capital Contribution described for that Member on Exhibit A and shall perform that Member's Commitment. No Member shall have the right to withdraw or be repaid any Capital Contribution except as provided in the Company Agreement.

8.2 **Additional Capital Contributions.** In the event the Managing Member determines that the Company does not have sufficient operating revenues or other available funds to pay any amount which the Managing Member determines to be required for any Company purpose, the Managing Member shall, if reasonable under the circumstances, attempt to obtain financing in the amount required; provided, however, that the Managing Member shall not obtain such financing if it would cause a default under any Company obligation. In the event that such financing cannot be obtained within a reasonable time and upon terms and conditions approved by the Managing Member, the Managing Member may, upon 15 days notice to the Members, call for an Additional Capital Contribution from the Members in the required amount. Such Additional Capital Contributions shall thereupon be made by the Members in proportion to their respective Sharing Ratios.

8.3 **Enforcement of Commitments.** In the event any Member (a "Delinquent Member") fails to perform the Delinquent Member's Commitment, the Managing Member shall give the Delinquent Member a notice of such failure. If the Delinquent Member fails to perform the Commitment (including the payment of any costs associated with the failure and interest at

the Default Interest Rate) within ten Business Days of the giving of such notice, the Managing Member may take such action as it deems appropriate, including but not limited to:

(a) Enforcing the Commitment in the court of appropriate jurisdiction in the state in which the Principal Office is located or the state of the Delinquent Member's address as reflected in the Company Agreement; provided, however, that a Member shall have no personal liability for any such Additional Capital Contribution and, in any proceeding to enforce the obligation of a Member to make all or part of any such Additional Capital Contribution, the Managing Member shall have recourse solely to the Delinquent Member's interest in the Company. Each Member expressly agrees to the jurisdiction of such courts but only for purposes of such enforcement.

(b) Selling the Delinquent Member's Membership Interest, including a sale to another Member or to another Person.

(c) Allowing Members, except the Delinquent Member, to make Additional Contributions and adjusting the Sharing Ratios and Membership Interests of the Members in proportion to the new Capital Contribution levels.

(d) Reducing the Delinquent Member's Membership Interest and Sharing Ratio.

(e) Issuing new Membership Interests to Members who make Additional Contributions in place of the Delinquent Member; provided that such Membership Interests may be entitled to a priority return and such other rights as shall be determined by the Managing Member.

8.4 **Capital Account.** A separate capital account shall be maintained for each Member throughout the term of the Company in accordance with the rules of section 1.704-1(b)(2)(iv) of the Regulations as in effect from time to time, and, to the extent not inconsistent therewith, to which the following provisions apply:

(a) Each Member's Capital Account shall be credited with (i) such Member's Capital Contribution; and (ii) such Member's share of Profits and items of income and gain that are specially allocated to such Member pursuant to Article IX (other than any income or gain allocated to such Member pursuant to Section 9.4(h) in accordance with section 704(c) of the Code.

(b) Each Member's Capital Account shall be debited with: (i) the amount of money distributed to such Member by the Company (including liabilities of such Member assumed by the Company as provided in section 1.704-1(b)(2)(iv)(c) of the Regulations) other than amounts which are in repayment of debt obligations of the Company to such Member; (ii) the Gross Asset Value of Property distributed to such Member (net of liabilities secured by such distributed Property that such Member is considered to assume or take subject to under section 752 of the Code); and (iii) such Member's share of Losses and items of loss and deduction that are specially allocated to such Member pursuant to Article IX (other than any deduction or loss allocated to such Member pursuant to Section 9.4(h) in accordance with section 704(c) of the Code).

(c) All such contributions, allocations and Distributions shall be credited or charged, as the case may be, to the appropriate Capital Accounts of the respective Members to whom they apply, as of the time the contributions, allocations or Distributions are made.

(d) The Capital Account of a transferee Member shall include the appropriate portion of the Capital Account of the Member from whom the transferee Member's interest was obtained.

(e) In determining the amount of any liability, there shall be taken into account section 752(c) of the Code and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Company Agreement relating to the maintenance of Capital Accounts are intended to comply with section 1.704-1(b) of the Regulations, and shall be interpreted and applied in a manner consistent with such Regulations. Consistent with such intention, the value of any Property (other than cash) (i) contributed to the Company by a Member, (ii) distributed to a Member from the Company or (iii) owned by the Company and subject to a revaluation upon the occurrence of certain events shall be the Fair Market Value of such Property (net of liabilities secured by such Property that the Company or such Member, as the case may be, is considered to assume or take subject to under section 752 of the Code) on the date of contribution, Distribution or revaluation, as applicable.

8.5 **No Obligation to Restore Deficit Balance.** No Member shall be required to restore any deficit balance in its Capital Account.

8.6 **Withdrawal; Successors.** A Member shall not be entitled to withdraw any part of its Capital Account or to receive any Distribution from the Company, except as specifically provided in the Company Agreement, and no Member shall be entitled to make any capital contribution to the Company other than such Member's Commitment.

8.7 **Interest.** Except as otherwise provided in this Company Agreement, no Member shall be entitled to interest or other return on such Member's Capital Contribution or on any Profits retained by the Company.

8.8 **Investment of Capital Contributions and Company Cash.** The Capital Contributions of the Members and any cash held by the Company from time to time shall be invested, until such time as such funds shall be used for other Company purposes, by the Managing Member in demand, money market or time deposits, obligations, securities, investments or other instruments constituting cash equivalents. Such investments shall be made by the Managing Member for the benefit of the Company.

8.9 **Repayment of Capital Contribution.**

(a) The Managing Member shall have no personal liability for the repayment of any Capital Contributions of any Member, and no Member shall have liability for the repayment of any Capital Contributions of any other Member. The repayment of any

Capital Contribution shall be made only to the extent of available Company assets in accordance with the terms of this Company Agreement.

(b) Except as otherwise provided in this Company Agreement, no Member shall have priority over any other Member as to the return of its Capital Contribution or as to Distributions of cash made by the Company.

(c) Except as otherwise provided in this Company Agreement, a Member shall not be entitled to (i) demand or receive Property other than cash in return for its Capital Contribution or (ii) receive any funds or Property of the Company.

ARTICLE IX
ALLOCATIONS AND DISTRIBUTIONS

9.1 **Profits and Losses.** Profits and Losses, and each item of Company income, gain, loss, deduction, credit and tax preference with respect thereto, for each Fiscal Year (or shorter period in respect of which such items are to be allocated) shall be allocated among the Members as provided in this Article IX.

9.2 **Profits.** After giving effect to the special allocations set forth in Sections 9.4 and 9.5, Profits for any Fiscal Year shall be allocated in the following order of priority:

(a) First, to the Members, if any, who received any allocation of Losses under Section 9.3(c), in proportion to (and to the extent of) the excess, if any, of (i) the cumulative Losses allocated to such Members pursuant to Section 9.3(c) for all prior Fiscal Years, over (ii) the cumulative Profits allocated to such Members pursuant to this Section 9.2(a) for all prior Fiscal Years;

(b) Second, to the Members, in proportion to (and to the extent of) the excess, if any, of (i) the cumulative Losses allocated to each Member pursuant to Section 9.3(a) hereof for all prior Fiscal Years, over (ii) the cumulative Profits allocated to each Member pursuant to this Section 9.2(b) for all prior Fiscal Years; and

(c) Third, the balance of the Profits remaining to the Members in accordance with their Sharing Ratios.

9.3 **Losses.** After giving effect to the special allocations set forth in Sections 9.4 and 9.5, Losses shall be allocated as set forth in Section 9.3(a), subject to the limitation in Section 9.3(b) below and, if applicable, as provided in Section 9.3(c).

(a) Losses for any Fiscal Year shall be allocated in the following order of priority:

(i) First, to the Members in proportion to and to the extent of the excess, if any, of (A) the cumulative Profits allocated to each such Member pursuant to Section 9.2(c) hereof for all prior Fiscal Years, over (B) the cumulative Losses allocated to such Member pursuant to this Section 9.3(a)(i) for all prior Fiscal Years; and

(ii) The balance, if any, among the Members in proportion to their respective Sharing Ratios.

(b) (i) The Losses allocated according to Section 9.3(a) shall not exceed the maximum amount of Losses that may be allocated to such Member without causing such Member to have an Adjusted Capital Account Deficit.

(ii) If some, but not all of the Members would have Adjusted Capital Account Deficits as a consequence of the allocations of Losses pursuant to Section 9.3(a), the limitation set forth in this Section 9.3(b) shall be applied by allocating Losses pursuant to this Section 9.3(b)(ii) only to those Members (allocated pro rata if more than one), who would not have an Adjusted Capital Account Deficit as a consequence of receiving such an allocation of Losses.

(iii) If no other Member may receive an additional allocation of Losses pursuant to Section 9.3(b)(ii), such additional Losses not allocated shall be allocated solely to those Members who bear the economic risk of such Losses within the meaning of section 704(b) of the Code.

(c) In the event that there are any remaining Losses in excess of the limitations set forth in Section 9.3(b), such remaining losses shall be allocated among the Members in proportion to their respective Sharing Ratios.

9.4 **Special Allocations.** The following special allocations shall be made:

(a) Minimum Gain Chargeback. Except as otherwise provided in section 1.704-2(f) of the Regulations, notwithstanding any other provision of this Article IX, if there is a net decrease in Partnership Minimum Gain during any Fiscal Year, each Member shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Partnership Minimum Gain, determined in accordance with section 1.704-2(g) of the Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This Section 9.4(a) is intended to comply with the minimum gain chargeback requirement in section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(b) Partner Minimum Gain Chargeback. Except as otherwise provided in section 1.704-2(i)(4) of the Regulations, notwithstanding any other provision of this Article IX, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to a Partner Nonrecourse Debt during any Fiscal Year, each Member who has a share of the Partner Nonrecourse Debt Minimum Gain as of the beginning of the Fiscal Year attributable to such Partner Nonrecourse Debt, determined in accordance with section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Partner Nonrecourse Debt

Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with section 1.704-2(i)(4) of the Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section 9.4(b) is intended to comply with the minimum gain chargeback requirement in section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(c) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations or Distributions described in section 1.704-1(b)(2)(ii)(d)(4), section 1.704-1(b)(2)(ii)(d)(5) or section 1.704-1(b)(2)(ii)(d)(6) of the Regulations which increase a Member's Adjusted Capital Account Deficit, items of Company income and gain shall be specially allocated to the Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of the Member as quickly as possible, provided that an allocation pursuant to this Section 9.4(c) shall be made only if and to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article IX have been tentatively made as if this Section 9.4(c) were not in this Company Agreement.

(d) Gross Income Allocation. In the event any Member has an Adjusted Capital Account Deficit, such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 9.4(d) shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article IX have been made as if Section 9.4(c) and this Section 9.4(d) were not in this Company Agreement.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year shall be specially allocated among the Members in proportion to their Sharing Ratios.

(f) Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with section 1.704-2(i)(1) of the Regulations.

(g) Certain Book-ups. To the extent an adjustment to (i) the adjusted tax basis of any Company asset pursuant to section 734(b) or 743(b) of the Code is required to be taken into account in determining Capital Accounts or (ii) pursuant to section 1.704-1(b)(2)(iv)(f) of the Regulations, the Gross Asset Value of any Company asset is permitted to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated, as provided in section 1.704-1(b)(2)(iv)(m) or 1.704-1(b)(2)(iv)(g) of the Regulations, respectively, as an item of Profit (if the adjustment increases such basis or Gross Asset Value of the asset) or Loss (if the adjustment decreases such basis or Gross Asset Value), and such Profit or Loss shall be specially allocated to the Members in a manner consistent with the manner in

which their Capital Accounts are required to be adjusted pursuant to such section of the Regulations.

(h) Mandatory Allocations under Section 704(c) of the Code.

(i) In the event section 704(c) of the Code or the principles of section 704(c) of the Code applicable under section 1.704-1(b)(2)(iv) of the Regulations require allocations of income, gain, deduction or loss in a manner different than that set forth above, the provisions of section 704(c) of the Code and the Regulations thereunder shall control such allocations among the Members. Any item of Company income, gain, loss and deduction with respect to any Property (other than cash) that has been contributed by a Member to the capital of the Company and which is required or permitted to be allocated to such Member for income tax purposes under section 704(c) of the Code so as to take into account the variation between the tax basis of such Property and its Fair Market Value at the time of its contribution shall be allocated solely for income tax purposes in the manner so required or permitted under section 704(c) of the Code using the "traditional method" described in section 1.704-3(b) of the Regulations, provided, however, that any other method allowable under applicable Regulations may be used for any contribution of Property as to which there is agreement between the contributing Member and the Managing Member.

(ii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to Section 9.4(g) in accordance with section 1.704-1(b)(2)(iv)(f) of the Regulations, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in a manner consistent with Section 9.4(h)(i).

(iii) Except as provided in Sections 9.4(h)(i) and (ii), for United States federal, state and local income tax purposes, the income, gains, losses and deductions of the Company shall, for each taxable period, be allocated among the Members in the same manner and in the same proportion that such items have been allocated among the Members' respective Capital Accounts.

9.5 **Curative Allocations.** The allocations set forth in Sections 9.3(b) and 9.4(a) through (f) (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction. Therefore, notwithstanding any other provision of this Article IX (other than the Regulatory Allocations), the Managing Member shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of this Company Agreement and all Company items were allocated pursuant to Sections 9.2 and 9.3(a). In exercising its discretion under this Section 9.5, the Managing Member (i) shall take into

account future Regulatory Allocations under Sections 9.4(a) and 9.4(b) that, although not yet made, are likely to offset other Regulatory Allocations previously made under Sections 9.4(e) and 9.4(f).

9.6 **Section 754 Election.** Upon a transfer by a Member of an interest in the Company, which transfer is permitted by the terms of this Company Agreement, or upon the death of a Member or the Distribution of any Company Property to one or more Members, the Managing Member, upon the request of one or more of the transferees or distributees, shall cause the Company to file an election on behalf of the Company, adjusted for federal income tax purposes in the manner prescribed in section 734 or 743 of the Code, as the case may be. The cost of preparing such election and any additional accounting expenses of the Company occasioned by such election, shall be borne by such transferees or distributees.

9.7 **Other Allocation Rules.**

(a) For purposes of determining the Profits, Losses or any other item allocable to any period (including allocations to take into account any changes in any Member's Sharing Ratio during a Fiscal Year and any transfer of any interest in the Company), Profits, Losses and any such other item shall be determined on a daily, monthly or other basis, as determined by the Managing Member using any permissible method under section 706 of the Code and the Regulations thereunder.

(b) The Members are aware of the income tax consequences of the allocations made by this Article IX and hereby agree to be bound by the provisions of this Article IX in reporting their shares of Company income and loss for income tax purposes.

(c) Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of section 1.752-3(a)(3) of the Regulations, the Members' interests in Company Profits are in proportion to their Sharing Ratios.

(d) To the extent permitted by section 1.704-2(h)(3) of the Regulations, the Managing Member shall endeavor to treat Distributions as having been made from the proceeds of a Nonrecourse Liability or a Partner Nonrecourse Debt only to the extent that such Distributions would not cause or increase an Adjusted Capital Account Deficit for any Member.

(e) Except as otherwise provided in this Article IX, an allocation of Company Profits or Losses to a Member shall be treated as an allocation to such Member of the same share of each item of income, gain, loss and deduction taken into account in computing such Profits or Losses.

(f) For purposes of determining the character (as ordinary income or capital gain) of any Profits allocated to the Members pursuant to this Article IX, such portion of Profits that is treated as ordinary income attributable to the recapture of depreciation shall, to the extent possible, be allocated among the Members in the proportion which (i) the amount of depreciation previously allocated to each Member bears to (ii) the total of such depreciation allocated to all Members. This Section 9.7(f) shall not alter the amount

of allocations among the Members pursuant to this Article IX, but merely the character of income so allocated.

(g) Except for arrangements expressly described in this Company Agreement, no Member shall enter into (or permit any Person related to the Member to enter into) any arrangement with respect to any liability of the Company that would result in such Member (or a person related to such Member under section 1.752-4(b) of the Regulations) bearing the economic risk of loss (within the meaning of section 1.752-2 of the Regulations) with respect to such liability unless such arrangement has been approved by all Members. To the extent a Member is permitted to guarantee the repayment of any Company indebtedness under this Company Agreement, each of the other Members shall be afforded the opportunity to guarantee such Member's pro rata share of such indebtedness, determined in accordance with the Members' respective Sharing Ratios.

9.8 Distribution of Net Cash Flow.

(a) Amounts and Timing. Subject to the provisions of Section 13.3, Net Cash Flow for each Fiscal Year of the Company, to the extent not distributed previously under this Section 9.8, shall be distributed to the Members, at such time or times as may be designated by the Managing Member, in proportion to the amount of Profits allocated to each Member.

(b) Amounts Withheld. All amounts required to be withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment, distribution or allocation to the Company or the Members shall be treated as amounts distributed to the Members pursuant to this Section 9.8 for all purposes under this Company Agreement. The Managing Member is authorized to withhold from Distributions, or with respect to allocations, to the Members and to pay over to any federal, state or local government any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state or local law, and shall allocate any such amounts to the Members with respect to which such amount was withheld.

(c) Draws for Payment of Estimated Taxes. The Company shall pay to each Member a quarterly draw, not to exceed the amount reasonably necessary to provide for payment by the Members of any federal, state and local estimated taxes with respect to Profits allocated to the Members pursuant to this Article IX, and each such draw, if any, shall be treated as a loan from the Company to each Member receiving such draw and shall be deemed repaid by reducing the amount of each subsequent Distribution to the Member receiving such draw pursuant to this Section 9.8 by the lesser of (i) the entire amount otherwise distributable to the Member receiving such draw and (ii) the entire amount of any unrepaid draws pursuant to this Section 9.8(c).

9.9 Allocation of Gain or Loss upon Winding Up.

(a) Gain Realized on Sale of Company Property. Upon the winding up of the Company, as provided in Article XIII, net gain realized on the sale or sales of Company

Property (each such sale a "Winding Up Sale") shall be allocated among the Members in accordance with Section 9.2.

(b) Loss Realized on Sale of Company Property. Net loss realized on any Winding Up Sale shall be allocated among the Members in accordance with Section 9.3.

(c) Distributions in Kind. In the event that, upon a winding up of the Company, pursuant to Section 13.3, either (i) any Company Property is required to be distributed in kind, or (ii) the Managing Member elects to distribute any Company Property in kind, the book value of such Property shall be adjusted to its Fair Market Value as of the date of such Distribution, and the amount of such adjustments shall be allocated to the Members' capital accounts in the manner and priorities provided in Sections 9.9(a) and (b) as though such Property had been sold at its Fair Market Value and gain or loss had been realized.

ARTICLE X
TAXES

10.1 **Tax Matters Partner.** Managing Member shall be the Tax Matters Partner of the Company pursuant to section 6231(a)(7) of the Code. If the Managing Member shall cease to act as the Tax Matters Partner for any reason, the Members shall select another Member (subject to such Member's approval) to be the Tax Matters Partner. The Company has designated another Member as Tax Matters Partner and such Member has given its consent in writing to its appointment as Tax Matters Partner. The Tax Matters Partner shall receive no additional compensation from the Company for its services in that capacity, but all expenses incurred by the Tax Matters Partner in such capacity shall be borne by the Company. The Tax Matters Partner is authorized to employ such accountants, attorneys and agents as it, in its sole discretion, determines is necessary to or useful in the performance of its duties. The Tax Matters Partner is authorized to represent the Company before the Internal Revenue Service and any other governmental agency with jurisdiction, and to sign such consents and to enter into settlements and other agreements with such agencies as the Tax Matters Partner or its duly authorized officer deems necessary or advisable. Each Member shall give prompt notice to each other Member of any and all notices it receives from the Internal Revenue Service concerning the Company, including any notice of a 30 day appeal letter and any notice of deficiency in tax concerning the Company's federal income tax returns. The Tax Matters Partner shall give each Member periodic status reports regarding any negotiations between the Internal Revenue Service and the Company. The Tax Matters Partner shall serve in a similar capacity with respect to any similar tax related or other election provided by state or local laws.

ARTICLE XI
TRANSFER OF MEMBERSHIP INTEREST

11.1 **Compliance with Securities Laws.** No Membership Interest has been registered under the Securities Act or under any applicable state securities laws. A Member may not transfer (a transfer, for purposes of this Company Agreement, shall be deemed to include, but not be limited to, any sale, transfer, assignment, pledge, creation of a security interest or other disposition) all or any part of such Member's Membership Interest, except upon compliance with

the applicable federal and state securities laws. The Managing Member shall have no obligation to register any Member's Membership Interest under the Securities Act or under any applicable state securities laws, or to make any exemption therefrom available to any Member.

11.2 **Transfer of Economic Interest.** The Economic Interest of any Member may not be transferred in whole or in part unless the following terms and conditions have been satisfied:

(a) The transferor shall have: (i) assumed all costs incurred by the Company in connection with the transfer, (ii) furnished the Company with a written opinion of counsel, satisfactory in form and substance to counsel for the Company, that such transfer complies with applicable federal and state securities laws and the Company Agreement and will not result in the Company being treated as a publicly traded partnership for purposes of section 7704 of the Code and (iii) complied with such other conditions as the Managing Member may reasonably require from time to time; and

(b) The transferee shall have assumed the obligations, if any, of the transferor to the Company, including the obligation to fulfill the pro rata portion of the transferor's then existing or subsequently arising Commitment related to the transferred Economic Interest or portion thereof.

Transfers of Economic Interests will be recognized by the Company as effective only upon the close of business on the last day of the calendar month following satisfaction of the above conditions. Any transfer in contravention of this Article XI and any transfer which if made would cause a termination of the Company for federal income tax purposes under section 708(b) of the Code shall be void when made and ineffectual and shall not bind the Company or the other Members.

11.3 **Status of Transferee of Economic Interest.** A transferee of an Economic Interest who is not admitted as a Substitute Member shall be entitled only to receive that share of Profits, Losses and Distributions, and the return of Capital Contribution and Distributions upon a dissolution of the Company, to which the transferor would otherwise be entitled with respect to the interest transferred, and shall not have any Management Rights of a Member of the Company under the NY LLC Law or this Company Agreement including, without limitation, the right to obtain any information on account of the Company's transactions, to inspect the Company's books or to vote with the Members on, or to grant or withhold consents or approvals to, any matter. The Company shall, if a transferee and transferor jointly advise the Company in writing of a transfer of the Economic Interest, furnish the transferee with pertinent tax information at the end of each Fiscal Year.

11.4 **Transfer of Management Rights; Admission of Substitute Member.** A Member may transfer Management Rights and give the transferee the right to become a Member only after the following terms and conditions have been satisfied:

(a) The transferee shall also be the transferee of all or part of the transferor's Economic Interest, or shall be the owner of an Economic Interest;

(b) The Members holding at least a majority of the Membership Interests shall have consented in writing to the admission of the Substitute Member, which consent may be arbitrarily withheld by any such Member; and

(c) The transferor and the transferee shall have complied with such other requirements as the non-transferring Members may reasonably impose, including the conditions that the transferee:

(i) Adopt and approve in writing all the terms and provisions of the Company Agreement then in effect; and

(ii) Pay such fees as the Managing Member may reasonably require to pay the costs of the Company in effecting such substitution.

11.5 **Transfer to Surviving Spouse or Lineal Descendent.** If, by reason of the death of a Member, all or part of such Member's Economic Interest is transferred to the surviving spouse or to a lineal descendent of such Member (a "Permitted Transferee"), pursuant to the last will and testament of, or inter vivos trust created by, such Member, or pursuant to the laws of descent and distribution applicable to such Member's estate, such Permitted Transferee shall be admitted as a Substitute Member upon satisfaction of the terms and conditions of Section 11.4(c), to the extent applicable.

11.6 **Death, Dissolution, Bankruptcy or Incompetency of a Member.** Upon the death, dissolution, adjudication of bankruptcy, insanity or incompetency of a Member, such Member's successors, executors, administrators or legal representatives shall have all the rights of a Member (except as provided by the last sentence of this Section 11.6) for the purpose of settling or managing such Member's estate, including such power as such Member possessed to substitute a successor as a transferee of such Member's interest in the Company and to join with such transferee in making the application to substitute such transferee as a Member. However, except as provided in Section 11.5, such successors, executors, administrators or legal representatives will not have the right to become a Substitute Member in the place of their predecessor in interest unless the other Members shall so consent as provided in Section 11.4(b) hereof.

11.7 **Dispositions not in Compliance with this Article Void.** Any attempted Disposition of a Membership Interest, or any part thereof, not in compliance with this Article shall be void when made and ineffectual and shall not bind the Company.

ARTICLE XII
DISSOCIATION OF A MEMBER

12.1 **Dissociation.** A Person shall cease to be a Member upon the happening of any of the following events:

(a) The resignation or withdrawal of a Member;

(b) A Member becoming a Bankrupt Person;

(c) In the case of a Member who is a natural person, the death of the Member or the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage the Member's personal estate;

(d) In the case of a Member that is a trust or who is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee);

(e) In the case of a Member that is a separate Organization other than a corporation, the dissolution and commencement of winding up of the separate Organization;

(f) In the case of a Member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter; or

(g) In the case of a Member that is an estate, the distribution by the fiduciary of the estate's entire interest in the Company.

12.2 **Rights of Dissociating Member.** In the event any Member dissociates prior to the expiration of the term of this Company Agreement:

(a) If the Dissociation causes a dissolution and winding up of the Company under Article XIII, the Member shall be entitled to participate in the winding up of the Company to the same extent as any other Member except that, if such Dissociation results from a withdrawal of a Member in violation of this Company Agreement, any Distributions to which such Member would have been entitled shall be reduced by that portion of the damages, if any, sustained by the Company as a result of the Dissolution Event and winding up that is chargeable to the Capital Accounts of the other Members; or

(b) If the Dissociation does not cause a dissolution and winding up of the Company under Article XIII, the Member shall be entitled to an amount equal to the value of the Member's Membership Interest in the Company, to be paid over a period not to exceed five years together with interest at the minimum rate necessary to avoid the imputation of interest under the Code. The value of the Member's Membership Interest shall include the amount of any Distributions to which the Member is entitled under the Company Agreement and the value of the Member's Membership Interest as of the date of Dissociation as determined by independent appraisal, reduced by an allocable portion of any damages sustained by the Company as a result of the Member's Dissociation.

ARTICLE XIII
DISSOLUTION AND WINDING UP

13.1 **Dissolution.** The Company shall be dissolved without further action by the Members and its affairs wound up upon the first to occur of any of the following events (each of which shall constitute a Dissolution Event):

(a) The expiration of the term of the Company Agreement, unless the Company is continued with the consent of all of the Members;

(b) The written consent of the Members holding at least two-thirds of the Membership Interests; and

[(c) At any time when there is but one Member.]

13.2 **Effect of Dissolution.** Upon dissolution, the Company shall not be terminated and shall continue until the winding up of the affairs of the Company is completed and articles of dissolution have been filed with the Department of State of New York.

13.3 **Distribution of Assets on Dissolution.** Upon the winding up of the Company, the Managing Member (or, if there is no Managing Member then remaining, such other Person(s) designated by the Members representing at least a majority of the Members' Membership Interests) shall take full account of the assets and liabilities of the Company, shall liquidate the assets (unless the Managing Member determines that a Distribution of any Company Property in-kind would be more advantageous to the Members than the sale thereof) as promptly as is consistent with obtaining the Fair Market Value thereof, and shall apply and distribute the proceeds therefrom in the following order:

(a) First, to the payment of the debts and liabilities of the Company to creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of such debts and liabilities, and to the payment of necessary expenses of liquidation;

(b) Second, to the setting up of any reserves which the Managing Member may deem necessary or appropriate for any anticipated obligations or contingencies of the Company arising out of or in connection with the operation or business of the Company. Such reserves may be paid over by the Managing Member to an escrow agent or trustee selected by the Managing Member to be disbursed by such escrow agent or trustee in payment of any of the aforementioned obligations or contingencies and, if any balance remains at the expiration of such period as the Managing Member shall deem advisable, shall be distributed by such escrow agent or trustee in the manner hereinafter provided; and

(c) Then, to the Members in accordance with positive Capital Account balances taking into account all Capital Account adjustments for the Company's taxable year in which the liquidation occurs. Liquidation proceeds shall be paid within 60 days of the end of the Company's taxable year in which the liquidation occurs. Such Distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both, as determined by the Managing Member.

If at the time of liquidation the Managing Member shall determine that an immediate sale of some or all Company Property would cause undue loss to the Members, the Managing Member may, in order to avoid such loss, defer liquidation.

13.4 **Winding Up and Articles of Dissolution.** The winding up of the Company shall be completed when all debts, liabilities and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining Property of the Company has been distributed to the Members. Within 90 days following the

dissolution and commencement of the winding up of the Company, articles of dissolution shall be filed with the Department of State of New York. The articles of dissolution shall set forth the information required by the NY LLC Law.

ARTICLE XIV
MISCELLANEOUS

14.1 **Notices.** Notices to the Managing Member shall be sent to the principal office of the Company. Notices to the other Members shall be sent to their addresses set forth on Exhibit A. Any Member may require notices to be sent to a different address by giving notice to the other Members in accordance with this Section 14.1. Any notice or other communication required or permitted hereunder shall be in writing, and shall be deemed to have been given with receipt confirmed if and when delivered personally, given by prepaid telegram or mailed first class, postage prepaid, delivered by courier, or sent by facsimile, to such Members at such address.

14.2 **Meetings.** A meeting of the Members may be called by the Managing Member at any time, and shall be called at the written request of the Members holding at least a majority of the Membership Interests. Written notice stating the place and time of the meeting, and the purpose thereof shall be given by the Managing Member to each Member at least ten days before the meeting.

14.3 **Headings.** All Article and Section headings in the Company Agreement are for convenience of reference only and are not intended to qualify the meaning of any Article or Section.

14.4 **Entire Agreement.** This Company Agreement constitutes the entire agreement among the parties and supersedes any prior agreement or understanding among them respecting the subject matter of this Company Agreement.

14.5 **Binding Agreement.** This Company Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their successors, heirs, legatees, devisees, assigns, legal representatives, executors and administrators, except as otherwise provided herein.

14.6 **Saving Clause.** If any provision of this Company Agreement, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Company Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. If the operation of any provision of this Company Agreement would contravene the provisions of the NY LLC Law, such provision shall be void and ineffectual.

14.7 **Counterparts.** This Company Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all the parties hereto, even though all parties are not signatories to the original or the same counterpart. Any counterpart of either the Company Agreement or the Articles of Organization shall for all purposes be deemed a fully executed instrument.

14.8 **Governing Law.** This Company Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of laws.

14.9 **No Partnership Intended for Nontax Purposes.** The Members have formed the Company under the NY LLC Law, and expressly do not intend hereby to form a partnership under either the New York Uniform Partnership Law or the New York Uniform Limited Partnership Law. The Members do not intend to be partners one to another or partners as to any third party. To the extent any Member, by word or action, represents to another person that any Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Members who incur personal liability by reason of such wrongful representation.

14.10 **No Rights of Creditors and Third Parties under Company Agreement.** The Company Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members and their permitted successors and assignees. The Company Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or any third party shall have any rights under the Company Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

14.11 **Dispute Resolution.** Whenever the Members shall have any dispute among themselves relating to the interpretation, construction or implementation of this Company Agreement or shall be deadlocked or shall otherwise be in dispute with respect to the relations among the Members or between the Members and the Company or any other matter related thereto, the Members shall resolve such dispute as follows:

(a) First, each Member involved in such dispute shall use its good faith efforts to negotiate a resolution thereof by engaging in discussions with the other Members so involved at reasonable times and places, by telephone or otherwise, during the 30 day period following notice by a Member to each of the other Members of its belief that there is a dispute which requires resolution in such manner;

(b) Second, if the Members are unable to resolve such dispute through good faith negotiations during the 30 day period provided in Section 14.11(a), the Members shall submit such dispute to an arbitration procedure that shall be selected by the Members involved in such dispute; and

(c) Third, if the Members are unable to resolve such dispute through the arbitration procedure selected by them, any Member involved in such dispute may bring an action or proceeding in any court having jurisdiction thereof; provided that (i) a Member may object to the venue of such action or proceeding or that such court does not have jurisdiction over such Member and (ii) each Member waives its right to trial by jury and its right to consequential, special and/or punitive damages.

14.12 **General Interpretive Principles.** For purposes of this Company Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) The terms defined in this Company Agreement include the plural as well as the singular;

(b) Accounting terms not otherwise defined herein have the meanings given to them in the United States in accordance with generally accepted accounting principles;

(c) References herein to "Sections," "paragraphs" and other subdivisions without reference to a document are to designated Sections, paragraphs and other subdivisions of this Company Agreement;

(d) A reference to a paragraph without further reference to a Section is a reference to such paragraph as contained in the same Section in which the reference appears, and this rule shall also apply to other sub-divisions;

(e) The words "herein," "hereof," "hereunder" and other words of similar import refer to this Company Agreement as a whole and not to any particular provision; and

(f) The term "include" or "including" shall mean without limitation by reason of enumeration.

IN WITNESS WHEREOF, the parties hereto have executed this Company Agreement as of the Effective Date.

THE COMPANY:

By: _____
Managing Member

By: KEITH N HANEY
Name:
Title: MANAGING MEMBER

MANAGING MEMBER:

By: _____
Name: KEITH N HANEY
Title: MANAGING MEMBER

MEMBERS:

_____

_____

EXHIBIT A

NAME & ADDRESS OF MEMBER	INITIAL CAPITAL CONTRIBUTION	MEMBERSHIP INTEREST & PROFIT SHARING RATIO
Keith N Haney [redacted]	[redacted]	[redacted]
James K Haney III [redacted]	[redacted]	[redacted]
Christopher Haney [redacted]	[redacted]	[redacted]

H&L CONTRACTING
140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

Partnership Structure of H & L Contracting LLC

Keith Haney – Managing Member [redacted]

Christopher Haney – Member [redacted]

James K. Haney III – Member [redacted]

Business Ownership
Structure As Of June 30, 2026

H&L Contracting LLC	Will be participating on construction contracts
H&L Towing Inc	No participation on construction contracts
Village Dock Contracting Inc	No participation on construction contracts
North Columbia LLC	No participation on construction contracts
JCK Leasing Inc	No participation on construction contracts
Ocean Hampton LLC	No participation on construction contracts
Ocean Hampton II LLC	No participation on construction contracts
Suffolk Asphalt Supply Inc	No participation on construction contracts
JCK3 Properties Inc	No participation on construction contracts
133 Old Northport Road LLC	No participation on construction contracts
133B Old Northport Road LLC	No participation on construction contracts
135 Old Northport Road LLC	No participation on construction contracts
137 Old Northport Road LLC	No participation on construction contracts
Johnson Road LLC	No participation on construction contracts
MPJ Holdings LLC	No participation on construction contracts
38 Homan LLC	No participation on construction contracts
JCK 10 Properties Inc	No participation on construction contracts
Anglers Edge Inc	No participation on construction contracts
Rason Materials Cedarhurst Inc	No participation on construction contracts

[redacted]

Keith Haney
Chris Haney
James Haney III

Village Dock Inc	No participation on construction contracts
Village Dock Contracting Inc.	100%
JOCAR ASPHALT LLC/DBA Rason Materials	Maybe participating on construction contracts
JCKD Material Corp	100%
JCKD Material Corp	Maybe participating on construction contracts
RASON Materials Inc	Maybe participating on construction contracts
139 Old Northport Road LLC Rogers Associates LLC	No participation on construction contracts No participation on construction contracts

[redacted]

Keith Haney
Chris Haney
James Haney III
David Shakesby

[redacted]

Kings Park Materials LLC	Maybe participating on construction contracts

Keith Haney
Chris Haney
James Haney III
David Shakesby
Paul Farino

[redacted]

Kings Park Emulsion LLC	Maybe participating on construction contracts
Kings Park Recycling LLC	Maybe participating on construction contracts

Keith Haney
Chris Haney
James Haney III
Paul Farino

[redacted]

Business Ownership Structure
As Of June 30,2026

Minority Interests

Gibson and Cushman Contracting LLC
Peter Hough
Village Dock Inc

[redacted] No participation on construction contracts

[redacted]

S&P Realty of L.I. Inc
Keith Haney
Chris Haney
James Haney III
David Shakesby

[redacted] No participation on construction contracts

[redacted]

SCATT Materials Corp
Keith Haney
Chris Haney
James Haney III
David Shakesby

[redacted] No participation on construction contracts

[redacted]

Z&P Realty of L.I. Inc.
Keith Haney
Chris Haney
James Haney III
David Shakesby

[redacted] No participation on construction contracts

[redacted]

Posillico/H&L - A JV
Joseph K Posillico
Keith Haney

[redacted] **No participation on construction contracts**

[redacted]

Tully-HL a JV

Peter K Tully-President
Keith Haney-Managing Member

[redacted] **No participation on construction contracts**

[redacted]

Jocar Asphalt, LLC

Managing Member: James K. Haney III

[redacted]

Member: Christopher Haney

[redacted]

Member: Keith Haney

[redacted]

JCKD Materials Corp.

140 Adams Avenue, Ste B14, Hauppauge, NY 11788

JCKD Material Corp.

President: James K. Haney III

[redacted]

Vice President: David A. Shakesby

[redacted]

Secretary: Keith Haney

[redacted]

Treasurer: Christopher Haney

[redacted]

JCKD Materials Corp. owns 50% of Jocar Asphalt, LLC., PO Box 530
Old Bethpage, NY 11804

JOCAR ASPHALT LLC / DBA RASON MATERIALS

4 Johnson Rd. Lawrence, NY 11559
(631)293-6210

EXPLANATION FOR ANSWERING YES TO QUESTION 13 ON BID DOCUMENTS

OSHA Inspection 1448662.0.15
Date of Incident/Inspection: 12/4/2019
Settled Amount of Fine: $14,000.00

Explanation:
On 12/4/2019 an employee of Rason Materials was performing work at the Cedarhurst asphalt plant when, without instruction, the employee used a manlift to access a conveyor drive pulley that was approximately 8' above ground level. In an unwise attempt to clean dirt off of the pulley, while the conveyor was operating the employee used a wrench to scrape the inside of the pulley. The wrench was grabbed by the pulley and belt which spun the wrench, striking the employee's hand which resulted in a severe injury to the employee's thumb.

OSHA was notified immediately, and an inspection was performed the following day. The following determinations were made after that inspection:

- The subject pulley and belt were not required to have guards due to being 8' above ground level and not normally accessible to personnel.
- There was an inadequate Safety Plan in place for the asphalt plant.
- There was an inadequate Lockout/Tagout Program in place for the asphalt plant
- There were 2 pulleys without guards that were required to have guards

Rason received 4 violations as follows:

1. No guard on equipment (1st instance) (serious)
2. No guard on equipment (2nd instance) (serious)
3. Inadequate Safety Program
4. Inadequate Lockout/Tagout Program

The end result of discussions between Rason and OSHA was a reduction in the total fine to be $14,000.00. That fine has been paid and the case has been closed.

CORRECTIVE MEASURES
As soon as practicable after the incident Rason developed and implemented a new Safety Program, including a new Lockout/Tagout Program. These programs were implemented, and all employees were provided with initial and follow-up training.

LESSONS LEARNED
Rason has placed increased emphasis on awareness training for all employees with respect to rotating equipment guards and the necessity that those guards be in place at all times when the plant is in operation.

Additionally, Rason has been stringent in training employees in Lockout/Tagout; with particular emphasis being placed on the prohibition of working on operating equipment.

Attested to by officer of the company: Signature James Haney

Print Name & Title: James Haney Manager

Inspection Detail

Inspection: 1448662.015 - Jocar Asphalt Llc / Dba Rason Materials

Inspection Information - Office: Long Island

Nr: 1448662.015 Report ID: 0214700 Open Date: 12/04/2019

Jocar Asphalt Llc / Dba Rason Materials
4 Johnson Road
Lawrence, NY 11559
Union Status: Union
SIC:
NAICS: 324121/Asphalt Paving Mixture and Block Manufacturing
Mailing: 136 Spagnoli Rd, Melville, NY 11747

Inspection Type:	Referral				
Scope:	Partial	Advanced Notice:	N		
Ownership:	Private				
Safety/Health:	Safety	Close Conference:	12/04/2019		
Emphasis:	N:Amputate	Close Case:	02/05/2021		
Related Activity:	Type	ID	Safety	Health	
	Referral	1523319	Yes		

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	2					2
Current Violations	1			1		2
Initial Penalty	$17,542	$0	$0	$0	$0	$17,542
Current Penalty	$7,000	$0	$0	$7,000	$0	$14,000
FTA Amount	$0	$0	$0	$0	$0	$0

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
1.	**01001A**	Serious	19100147 C04 I	03/04/2020	03/30/2020	$7,000	$6,747	$0	03/25/2020	F - Formal Settlement
2.	**01001B**	Serious	19100147 C07 I	03/04/2020	03/30/2020	$0	$6,747	$0	03/25/2020	F - Formal Settlement
3.	**02001A**	Other	19100219 D01	03/04/2020	03/30/2020	$7,000	$4,048	$0	03/25/2020	F - Formal Settlement
4.	**02001B**	Other	19100219 E03 I	03/04/2020	03/30/2020	$0	$0	$0	03/25/2020	F - Formal Settlement

UNITED STATES
DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
800-321-6742 (OSHA)
TTY
www.OSHA.gov

FEDERAL GOVERNMENT

White House
Severe Storm and Flood Recovery Assistance
Disaster Recovery Assistance
DisasterAssistance.gov
USA.gov
No Fear Act Data
U.S. Office of Special Counsel

OCCUPATIONAL SAFETY AND HEALTH

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Scatt Materials Corp

44 South Fourth Street, Bay Shore, NY 11706
(631)586-0554

EXPLANATION FOR ANSWERING YES TO QUESTION 13 ON BID DOCUMENTS

OSHA Inspection 154269
Date of Incident/Inspection: 7/19/21
Settled Amount of Fine: Not settled as of 4/8/22

Explanation:
On 7/19/21 an employee of Scatt Materials Corp., without instruction, entered a chute to free up a jammed diversion plate. While the plant and conveyor were shut down, as the employee moved material that was obstructing a diversion plate the stored energy in the plate caused the plate to suddenly move, striking the employee in the leg. The employee suffered a broken leg.

OSHA was notified immediately, and an inspection was performed that day. The following determinations were made after that inspection:

- The Lockout/Tagout procedures that were in place for the asphalt plant were inadequate.
- The employee that was injured was not properly trained in Lockout/tagout and stored energy.

Scatt received 2 violations as follows:

1. Procedures were not developed, documented, and utilized for the control of potentially hazardous energy
2. Employees were not adequately trained to ensure that the Lockout/Tagout program that was in place was understood and followed by employees

Due to the common ownership of Scatt Materials and Rason Materials, and considering Rason Materials had received OSHA violations and a stipulated fine in 2020 for similar violations, the violations were determined by OSHA to be Repeat-Serious Violations; each violation was accompanied by a $6,216.00 fine.

Scatt has engaged legal counsel and is currently in discussions with OSHA to determine a settlement. Scatt understands at this time that the settlement will result in the removal of both "Repeat-Serious" violations and the assessment of one "other than serious" violation.

CORRECTIVE MEASURES
Additional awareness training has been provided to all Scatt employees with respect to the current Safety Program and Lockout/Tagout procedures. In addition, the Safety Programs for Scatt (and Rason) are currently under review and will be revised to meet or exceed all OSHA requirements.

LESSONS LEARNED
Scatt has placed increased emphasis on awareness training for all employees with respect to the Lockout/Tagout procedures and the potential stored hazardous energy in various components of the plant, even after the plant has been shut down.

Attested to by officer of the company:

Signature James Hovey

Print Name & Title: James Hovey Secretary

Inspection Detail

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 1542629.015 - Scatt Materials Corp.

Inspection Information - Office: Long Island

Nr: 1542629.015 Report ID: 0214700 Open Date: 07/19/2021

Scatt Materials Corp.
44 S 4th Street
Bay Shore, NY 11706

Union Status: NonUnion

SIC:
NAICS: 324121/Asphalt Paving Mixture and Block Manufacturing
Mailing: 44 S 4th Street, Bay Shore, NY 11706

Inspection Type:	Referral				
Scope:	Partial	Advanced Notice:	N		
Ownership:	Private				
Safety/Health:	Safety	Close Conference:	07/19/2021		
Emphasis:	N:Amputate	Close Case:			
Related Activity:	Type	ID	Safety	Health	
	Referral	1788232	Yes		

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations			2			2
Current Violations			2			2
Initial Penalty	$0	$0	$12,432	$0	$0	$12,432
Current Penalty	$0	$0	$12,432	$0	$0	$12,432
FTA Amount	$0	$0	$0	$0	$0	$0

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
1.	**01001**	Repeat	19100147 C04 I	01/18/2022	02/11/2022	$6,216	$6,216	$0		Z - Issued
2.	**01002**	Repeat	19100147 C07 I	01/18/2022	02/11/2022	$6,216	$6,216	$0		Z - Issued

UNITED STATES
DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
800-321-6742 (OSHA)
TTY
www.OSHA.gov

FEDERAL GOVERNMENT

White House
Severe Storm and Flood Recovery Assistance
Disaster Recovery Assistance
DisasterAssistance.gov
USA.gov
No Fear Act Data
U.S. Office of Special Counsel

OCCUPATIONAL SAFETY AND HEALTH

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H&L CONTRACTING
140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

To whom it may concern,

The following serve as summary description of our open OSHA inspections associated with H&L Contracting LLC:

OSHA INSPECTION NO. 1635814.015
DATE OPENED: 23 NOV 2022
SITE ADDRESS: Smith Point County Marina East Concourse, Shirley, NY 11967

DESCRIPTION:
Considering there are ongoing investigations by OSHA, US Coast Guard, and SCPD due to the incident involving a fatality, H&L can only provide limited information.

On 11/23/22, H&L Contracting was performing dredge pipe fusing work at the Smith Point County Marina. This work consisted of fusing sections of HDPE pipe together on land and once fused, using a small work boat (skiff) to tow the fused (floating) sections to a mooring area a short distance from the fusing station. H&L assigned an experienced and qualified crew to perform the work; all workers were trained in H&L's safe work procedures, including receiving on site safety briefings (tool box talks) regarding work on or near the water. H&L requires all personnel working on or near the water to wear personal floatation devices (PFD's) at all times, that requirement was specifically reinforced by H&L supervisory personnel at the job site prior to the incident on 11/23/22.

At some point during the performance of the work an H&L employee (boat operator) fell off of the work boat while not wearing a PFD. This event was not noticed immediately by the other H&L employees on site. Once it became evident that the boat operator was missing, the H&L work crew commenced a search and notified the Coast Guard and SCPD. An expansive search for the boat operator ensued with Coast Guard, SCPD, and various Fire Dept. placing divers in the water. OSHA was notified soon after the search began.

During the search it became evident that he H&L boat operator had not been wearing his PFD, although he had been specifically instructed to do so. The boat operator's body was not recovered until over one week after the incident; H&L has no information regarding the cause of death of the boat operator. H&L is aware that the investigations have established that the boat operator was equipped with a PFD that was found on the skiff.

LESSONS LEARNED

It is H&L's position that the company had all required safety procedures in place regarding marine safety, and that those procedures had been reinforced by supervisory personnel at the site prior to the incident. The boat operator had been seen to be wearing his PFD prior to the incident and no H&L employee noticed the boat operator's failure to follow the instructions regarding wearing PFD's.

Going forward, H&L will re-enforce the requirement to wear PFD's at all times when working on or near the water.

If any additional information regarding this OSHA case or any other safety related matter is necessary, please contact H&L Company Safety Director Chris Adams in the main office.

H&L CONTRACTING

140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

TO: Nassau County Department of Public Works

February 3, 2022

RE: OSHA INVESTIGATION OF H&L CONTRACTING LLC

On October 22, 2019 H&L Contracting LLC was performing paving work as a subcontractor to United Paving Corp. (General Contractor) under the Village of Freeport's 2019 Road Resurfacing Program. The subcontracting agreement between H&L and United included the paving work only, Maintenance and Protection of Traffic (MPT) was excluded from H&L's scope of work. Included in the streets to be paved by H&L was Grant Street, a dead-end street on the east side of Guy Lombardo Blvd. in the Village of Freeport.

Paving work was performed from the dead-end of Grant St. outward towards Guy Lombardo Blvd., with asphalt truck trailers provided by 4L Equipment Leasing LLC under an agreement with H&L. These trailers backed down Grant St. to the paver, and once empty proceeded ahead to Guy Lombardo Blvd., turning right to exit the work area. Unbeknownst to the H&L crew the United employee(s) that had been assigned to perform the MPT for the work were not at the Grant St. intersection but rather at another intersection scheduled for paving that day.

As a 4L truck was exiting Grant St. after dumping into the paver, the driver stopped the truck at the intersection with Guy Lombardo Blvd. During this time when the truck was stopped, another 4L employee, who had parked and exited his truck a short distance north on Guy Lombardo Blvd., ran towards the stopped truck on Grant St., approaching from the passenger side of that truck, apparently to obtain a scraper that was stored behind the cab. The driver of the stopped truck did not notice the approaching 4L employee due to that employee approaching from the passenger (blind) side. While the 4L employee was immediately in front of the stopped truck's right rear wheel, the driver proceeded forward, fatally injuring the 4L employee.

All required notifications were made, including Nassau County Police and OSHA. H&L fully cooperated with all investigations.

Notwithstanding that 1. MPT was NOT in the scope of H&L's work under the subcontract, 2. H&L was unaware that United was not providing MPT at the accident location at the time of the accident, and 3. If MPT was being provided at the intersection it is doubtful that the actions of the 4L employee, namely stepping in front of the rear wheel without notifying the driver of his presence, would have been prevented, the OSHA investigation resulted in two citations of violations against H&L. One being a severe violation of "Accident Prevention Signs and Tags" and the other being a severe violation of "Signaling". Each Violation included a penalty of $12,145.00.

H&L was not afforded an opportunity to contest the citations, although it was H&L's wish to do so, apparently due to Federal COVID protocols affecting the ability to communicate with OSHA personnel.

H&L promptly paid the penalties and incorporated various "lessons learned" into its Safety Procedures. Chief among those lessons learned was that work cannot proceed without required MPT regardless of whose responsibility that MPT falls under.

H&L personnel are available at your convenience to discuss this matter and will provide available records and documentation at your request.

Sincerely,



Keith Haney, Managing Member Signature

H&L CONTRACTING
140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

To whom it may concern,

The following serve as summary description of our open OSHA inspections associated with H&L Contracting LLC:

OSHA INSPECTION NO. 1635374.015
DATE OPENED: 18 NOV 2022
SITE ADDRESS: Newburyport Harbor, Newburyport, MA 01950

DESCRIPTION:
Prior to 11/18/22, H&L had been performing maintenance dredging in the 9-ft channel in Newburyport Harbor for the US Army Corps of Engineers. The dredging work was completed and had been accepted by the Corps on 11/15/22. During the course of that work, various safety minor deficiencies were noticed by the H&L Health and Safety Officer. These deficiencies included:

- Navigation lighting not functioning.
- Recovery ladders not appropriate.
- Faulty extension cord
- Faulty oxygen/acetylene hose
- Improper use of sling in lifting materials
- Inadequate housekeeping
- Excavator not adequately secured to barge.

All of these deficiencies had been logged on Daily Safety reports and had been corrected. The corrective measures had been documented by Corps personnel.

OSHA personnel performed a site inspection on 11/18/22 apparently due to an anonymous complaint received by them at some time prior. The complaint provided to H&L by OSHA specifically included the above deficiencies.

H&L has not received any correspondence from OSHA regarding the site inspection as of this date.

It should be noted that during the course of a USACE maintenance dredging project, H&L employs two full time Site Safety & Health Officers (one for each shift), and that Corps personnel are also always on-site evaluating H&L's implementing safety requirements.

LESSONS LEARNED:

While H&L has yet to receive a report from OSHA concerning its inspection at Newburyport, H&L reinforced the following with its dredging supervisory and safety personnel:

- Dredging by its very nature entails multiple operations simultaneously, with workers moving from one task to the next quickly. It is incumbent upon safety and supervisory personnel to be proactive in noticing and correcting any deficiencies, regardless of how minor they may seem.
- Faulty lights and equipment must be repaired and or replaced at the earliest opportunity.
- Equipment lifting procedures must be followed at ALL times, regardless of the size of the load being lifted.
- Housekeeping must always be up to standards, even during urgent work.

H&L will make any OSHA correspondence regarding the 11/18/22 inspection available once those reports are received.

If any additional information regarding this OSHA case or any other safety related matter is necessary, please contact H&L Company Safety Director Chris Adams in the main office.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [X] NO [ ] If yes, to what campaign committee?

[redacted]

Electronically signed and certified at the date and time indicated by:
Keith Haney [KHANEY@HLCONTRACTINGLLC.COM]

Dated: 07/08/2026 02:49:41 pm

Vendor: H&L Contracting LLC

Title: Managing Member

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Christopher Haney
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 140 Adams Avenue Ste B14
   City: Hauppauge State/Province/ Territory: NY Zip/Postal Code: 11788
   Country US
   Telephone: (631) 813-2266

   Other present address(es):
   City: State/Province/ Territory: NY Zip/Postal Code:
   Country: US
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	11/12/2013
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   [redacted]

   1 File(s) uploaded: Partnership Structure for H&L Contracting.pdf

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution

made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Village Dock Contracting, Inc., Village Dock Inc., JOCAR, JCKD Materials Corp, H&L Towing, North Columbia Street LLC, JCK Leasing Inc, Ocean Hampton LLC, Ocean Hampton II LLC, Suffolk Asphalt Supply Inc, JCK3 Properties Inc, JCK10 Properties Inc., Anglers Edge Inc, Rason Materials Cedarhurst Inc., Rason Materials Inc, Kings Park Materials LLC, Kings Park Emulsion LLC, Kings Park Recycling Inc, 133 Old Northport Road LLC, 133B Old Northport Road LLC, 135 Old Northport Road LLC, 137 Old Northport Road LLC, 139 Old Northport Road LLC, Johnson Road LLC, Rogers Associates LLC, MPJ Holdings LLC, 38 Homan LLC, Gibson & Cushman Contracting LLC, S & P Realty of L.I. Inc, Scatt Materials Corp, Z&P Realty of L.I. Inc. Tully-HL JV LLC, a Joint Venture, Posillico-HL JV, a Joint Venture

1 File(s) uploaded: Business Ownership as of 063026.pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

New Jersey Dept of Transportation - dredging at Manasquan
New Jersey Dept of Transportation - State Channel Maintenance dredging DP 22455
New Jersey Dept of Transportation - Construction of Access Channel DP 23705
New Jersey Dept of Transportation - Maintenance Dredging for Patcong Creek Channel DP 23704
New Jersey Dept of Transportation - JOC State Channel Dredging North DP 26701
New Jersey Dept of Transportation- JOC State Channel Dredging South DP 26702
New Jersey Dept of Transportation - Maintenance Dredging Beach Haven

4 File(s) uploaded: Award letter for Beach Haven.pdf, Award letter for JOC North.pdf, Award letter for JOC South.pdf, Award letter for Patcong Creek.pdf

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.
OSHA violations. See attached

5 File(s) uploaded: HL OSHA violatiion for 11182022.pdf, HL OSHA violation for 10222019.pdf, HL OSHA violation for 11222022.pdf, Jocar DBA RasonMaterials OSHA violation for 12042019.pdf, Scatt OSHA violation for 07192021.pdf

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Christopher Haney , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Christopher Haney , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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H&L Contracting LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Christopher Haney CHANEY@HLCONTRACTINGLLC.COM

Member

Title

08/10/2026 03:45:02 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name: James K Haney III
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 140 Adams Avenue Sutie B14
   City: Hauppauge State/Province/ Territory: NY Zip/Postal Code: 11788
   Country US
   Telephone: (631) 813-2266

   Other present address(es):
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2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
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Vice President			
(Other)			

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1 File(s) uploaded: Business Ownership as of 063026.pdf

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New Jersey Dept of Transportation-State Channel Maintenance Dredging DP 22455
New Jersey Dept of Transportation - Construction of DP 23705
New Jersey Dept of Transportation - Maintenance Dredging for Patcong Creek Channel DP 23704
New Jersey Dept of Transportation - JOC State Channel Dredging - North DP 26701
New Jersey Dept of Transportation - JOC State Channel Dredging - South DP 26702
New Jersey Dept of Transportation - Maintenance Dredging at Beach Haven DP 25705

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YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, James K Haney III , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, James K Haney III , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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H&L Contracting LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
James K Haney III JHANEY100@HOTMAIL.COM

Member

Title

08/11/2026 01:23:51 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name: Keith Haney
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 140 Adams Avenue, Ste B14
   City: Hauppauge State/Province/ Territory: NY Zip/Postal Code: 11788
   Country US
   Telephone: (631) 813-2266

   Other present address(es):
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(Other)			

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Rogers Associates LLC, Kings Park Materials LLC, Kings Park Emulsion LLC, Kings Park Recycling Inc, Scatt Materials Corp, 133 Old Northport Road LLC, 133B Old Northport Road LLC, 135 Old Northport Road LLC, 137 Old Northport Road LLC, 139 Old Northport Road LLC, Johnson Road LLC. MPJ Holdings LLC, 38 Homan LLC,
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New Jersey Dept of Transportation - Construction of Access Channel DP 23705
New Jersey Dept of Transportation - Maintenance Dredging for Patcong Creek Channel DP23704
New Jersey Dept of Transportation- JOC State Channel Dredging -North DP24701
New Jersey Dept of Transportation- JOC State Channel Dredging - South DP24702
New Jersey Dept of Transportation - Maintenance Dredging Beach Haven DP25705

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H&L Contracting LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Keith Haney KHANEY@HLCONTRACTINGLLC.COM

Managing Member

Title

08/10/2026 03:39:16 pm

Date

H&L CONTRACTING
140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

Partnership Structure of H & L Contracting LLC

Keith Haney – Managing Member [redacted]

Christopher Haney – Member [redacted]

James K. Haney III – Member [redacted]

Business Ownership
Structure As Of June 30, 2026

H&L Contracting LLC	[redacted]	Will be participating on construction contracts
H&L Towing Inc		No participation on construction contracts
Village Dock Contracting Inc		No participation on construction contracts
North Columbia LLC		No participation on construction contracts
JCK Leasing Inc		No participation on construction contracts
Ocean Hampton LLC		No participation on construction contracts
Ocean Hampton II LLC		No participation on construction contracts
Suffolk Asphalt Supply Inc		No participation on construction contracts
JCK3 Properties Inc		No participation on construction contracts
133 Old Northport Road LLC		No participation on construction contracts
133B Old Northport Road LLC		No participation on construction contracts
135 Old Northport Road LLC		No participation on construction contracts
137 Old Northport Road LLC		No participation on construction contracts
Johnson Road LLC		No participation on construction contracts
MPJ Holdings LLC		No participation on construction contracts
38 Homan LLC		No participation on construction contracts
JCK 10 Properties Inc		No participation on construction contracts
Anglers Edge Inc		No participation on construction contracts
Rason Materials Cedarhurst Inc		No participation on construction contracts
Keith Haney	[redacted]	
Chris Haney		
James Haney III		
Village Dock Inc	[redacted]	No participation on construction contracts
Village Dock Contracting Inc.		100%
JOCAR ASPHALT LLC/DBA Rason Materials	[redacted]	Maybe participating on construction contracts
JCKD Material Corp		100%
JCKD Material Corp	[redacted]	Maybe participating on construction contracts
RASON Materials Inc		Maybe participating on construction contracts
139 Old Northport Road LLC Rogers Associates LLC		No participation on construction contracts No participation on construction contracts
Keith Haney	[redacted]	
Chris Haney		
James Haney III		
David Shakesby		
Kings Park Materials LLC	[redacted]	Maybe participating on construction contracts
Keith Haney		
Chris Haney		
James Haney III		
David Shakesby		
Paul Farino		
Kings Park Emulsion LLC	[redacted]	Maybe participating on construction contracts
Kings Park Recycling LLC		Maybe participating on construction contracts
Keith Haney		
Chris Haney		
James Haney III		
Paul Farino		

Business Ownership Structure
As Of June 30,2026

Minority Interests

Gibson and Cushman Contracting LLC [redacted] No participation on construction contracts
Peter Hough [redacted]
Village Dock Inc

S&P Realty of L.I. Inc [redacted] No participation on construction contracts
Keith Haney [redacted]
Chris Haney
James Haney III
David Shakesby

SCATT Materials Corp [redacted] No participation on construction contracts
Keith Haney [redacted]
Chris Haney
James Haney III
David Shakesby

Z&P Realty of L.I. Inc. [redacted] No participation on construction contracts
Keith Haney [redacted]
Chris Haney
James Haney III
David Shakesby

Posillico/H&L - A JV [redacted] **No participation on construction contracts**
Joseph K Posillico [redacted]
Keith Haney

Tully-HL a JV [redacted] **No participation on construction contracts**
Peter K Tully-President [redacted]
Keith Haney-Managing Member

State of New Jersey
DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

MIKIE SHERRILL
Governor

PRIYA JAIN
COMMISSISSIONER

DR. DALE G. CALDWELL
Lt. Governor

June 5, 2026

Mr. Keith Haney, Managing Member
H & L Contracting, LLC
140 Adams Avenue, Suite B14
Hauppauge, NY 11788

Re: **Maintenance Dredging and Channel Improvements for the Beach Haven West Complex, Channel Nos 133, 135, 143-146, 157 with placement in Dredged Hole 61, Contract No. 133202505, Boroughs of Harvey Cedars, Townships of Stafford, Eagleswood and Long Beach, County of Ocean, New Jersey, 100% State Funded, UPC No. N/A, PE No. 6110108, CE No, 2207622, DP No. 25705**

Dear Mr. Haney:

The Commissioner of Transportation, acting pursuant to N.J.S.A. 27:7-30, has awarded the project designated as **Maintenance Dredging and Channel Improvements for the Beach Haven West Complex, Channel Nos 133, 135, 143-146, 157 with placement in Dredged Hole 61, Contract No. 133202505, Boroughs of Harvey Cedars, Townships of Stafford, Eagleswood and Long Beach, County of Ocean, New Jersey, 100% State Funded, UPC No. N/A, PE No. 6110108, CE No, 2207622, DP No. 25705** to your firm on **June 3, 2026**. The Contract amount is [redacted] As stated in the Standard Specifications, this award is not binding upon the State until the contract has been executed by the Commissioner. Furthermore, no work shall be performed on account of the proposed contract until you have been notified that the contract has been executed by the Commissioner.

All payment obligations are subject to appropriations and the availability of funds.

Consistent with the Specifications, this award is being made to your firm since you were the lowest responsible bidder whose proposal conformed in all respects to the requirements set forth in the contract documents. All the contract documents which formed the basis of your bid were in accordance with Department Specifications. In submitting your proposal to the Department of Transportation, you agreed to carry out and complete the project as specified and delineated in these contract documents at the price per unit of measure bid for each scheduled item of work.

The contract (Form DC-81) must be signed and witnessed. **PLEASE DO NOT DATE THE CONTRACT**. The contract will be dated at the time it is signed by the Commissioner. A properly signed and sealed corporate resolution verifying the authority of the officers to sign the contract for the corporation must be attached with the contract. An **acceptable Corporate Resolution template** can be found from the website link below for your use.
Using this template will avoid delays encountered during contract execution.
http://www.state.nj.us/transportation/business/procurement/ConstrServ/curradvproj.shtm

Performance and payment bonds must be issued by surety companies listed in the current U.S. Treasury Circular 570 ("Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds") and cannot exceed the amount of authority listed in U. S. Treasury Circular 570. All surety companies must be licensed to transact surety business in the State of New Jersey. In the event the penal sum of the bond exceeds the limitations prescribed in Circular 570, two or more listed surety companies may be accepted, jointly and severally, as co-sureties on the contract, as long as the penal sum of the bond does not exceed the prescribed limitations of their aggregate qualifying power.

The performance and payment bonds must be signed by the authorized officers of the corporation, and the corporate seal must be affixed. They must be signed by each surety company, witnessed and accompanied by both a certification as to authorization of the Attorney-in-Fact to bind each surety company and a true and correct statement of the financial condition of each surety company. All names must be typed or printed below the signature on the bonds. The bonds must bear the dates on which they are issued and signed. **In addition, the contractor must submit to the Department proof of valid business registration with the Division of Revenue in the New Jersey Department of Treasury in accordance with P.L. 2001, c. 134 (N.J.S.A. 52:32-44), and proof of registration with the New Jersey Department of Labor as a Public Works Contractor in accordance with N.J.S.A. 34:11-56.48 and P.L. 2003, c. 91, effective August 16, 2003**.

Effective June 15, 2023, Governor Murphy signed **Executive Order 333**, thereby rescinding the Two-Year Chapter 51 requirement for 100% State Funded Construction Contracts for entities that follow a fair and open process.

All procurement vendors are encouraged to register and update their vendor information via the online NJSTART procurement application at **NJSTART.GOV**

Your firm must return the fully executed contract, payment bond, performance bond and proof of valid business registration, etc. to this office **WITHIN FOURTEEN DAYS** OF THE RECIPT **OF THE AWARD**. If you intend to escrow bid documents as per Section 103.05 of the Specifications, please phone this office to request the custody agreement form. If you do not intend to escrow bid documents, please indicate this by signing in the space provided and return this letter with the executed contract, corporate resolution, payment and performance bonds and proof of valid business registration.

The attached N.J.D.O.T. Insurance Certificate must be completed by your insurance agent **and submitted to the Regional Construction Engineer at the preconstruction conference.**

Proof of any other insurance required by the contract must be provided separately on forms satisfactory to the Department **at the preconstruction conference**

For STATE and PARTIALLY STATE FUNDED CONSTRUCTION CONTRACTS ONLY,

Re: Initial Project Workforce Report - Construction, FORM AA-201

The New Jersey Department of Transportation does not have delegated authority to monitor and enforce EEO Workforce Compliance on State Funded construction projects. The New Jersey Department of the Treasury, Division of Public Contracts EEO Compliance has jurisdiction for EEO monitoring and enforcement. Therefore, in accordance with the regulations governing State Funded Construction Projects (PL 1975, c.127; N.J.S.A 10:5-31 et. seq., N.J.A.C.17:27), please submit your Initial Project Workforce Report-Construction, Form AA-201 directly to the Department of the Treasury, Division of Public Contracts EEO Compliance. The NJDOT's Bureau of Construction Services will supply you with Form AA-201 along with the instructions for completing the form upon issuing the NJDOT contract for your project.

Form AA-201 can also be found on the Department of the Treasury's website at https://www.nj.gov/treasury/contract_compliance/

Please complete and submit Form AA-201 as follows:

FIRST (2) Copies to:	**(3rd) Copy – (Marked Public Agency) to:**
New Jersey Department of the Treasury Division of Public Contracts Equal Employment Opportunity Compliance P.O. Box 209 Trenton, NJ 08625	New Jersey Department of Transportation Division of Civil Rights/Affirmative Action Contract Compliance Unit P.O. Box 600 Trenton, NJ 08625

If you have any questions, I may be reached at (609) 963-2331.

Very truly yours,

Anthony Genovese, Director
Division of Procurement

cc: P. Sprewell, S. Tomlinson, E. Powers, E. Yermack, P. Oza, A. Balluch, G. Clifton, N. Jahan, A. Genovese, B. Werner, Q. Viernes, W. Henderson, M. Andey

I do not intend to escrow bid documents as per Sec. 103.05 of the specifications.

Authorized Signature _____

Print Name: Keith Nancy

Title: Managing member

26.20

State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

MIKIE SHERRILL
Governor

PRIYA JAIN
COMMISSISSIONER

DR. DALE G. CALDWELL
Lt. Governor

June 30, 2026

Mr. Keith Haney, Managing Member
H & L Contracting, LLC
140 Adams Avenue, Suite B14
Hauppauge, NY 11788

Re: **Job Order Contracting (JOC) State Channel Maintenance Dredging and Associated Facilities Construction and Maintenance 2026- North, Various Locations: Counties of Hudson, Middlesex, Monmouth and Ocean, 100% State Funded, UPC No. N/A, PE No. 6110108, CE No. 2208239, DP No. 26701**

Dear Mr. Haney:

The Commissioner of Transportation, acting pursuant to N.J.S.A. 27:7-30, has awarded the project designated as **Job Order Contracting (JOC) State Channel Maintenance Dredging and Associated Facilities Construction and Maintenance 2026- North, Various Locations: Counties of Hudson, Middlesex, Monmouth and Ocean, 100% State Funded, UPC No. N/A, PE No. 6110108, CE No. 2208239, DP No. 26701** to your firm on **June 25, 2026**. The Contract amount is [redacted] As stated in the Standard Specifications, this award is not binding upon the State until the contract has been executed by the Commissioner. Furthermore, no work shall be performed on account of the proposed contract until you have been notified that the contract has been executed by the Commissioner.

All payment obligations are subject to appropriations and the availability of funds.

Consistent with the Specifications, this award is being made to your firm since you were the lowest responsible bidder whose proposal conformed in all respects to the requirements set forth in the contract documents. All the contract documents which formed the basis of your bid were in accordance with Department Specifications. In submitting your proposal to the Department of Transportation, you agreed to carry out and complete the project as specified and delineated in these contract documents at the price per unit of measure bid for each scheduled item of work.

The contract (Form DC-81) must be signed and witnessed. **PLEASE DO NOT DATE THE CONTRACT**. The contract will be dated at the time it is signed by the Commissioner. A properly signed and sealed corporate resolution verifying the authority of the officers to sign the contract

for the corporation must be attached with the contract. An **acceptable Corporate Resolution template** can be found from the website link below for your use.
Using this template will avoid delays encountered during contract execution.
http://www.state.nj.us/transportation/business/procurement/ConstrServ/curradvproj.shtm

Performance and payment bonds must be issued by surety companies listed in the current U.S. Treasury Circular 570 ("Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds") and cannot exceed the amount of authority listed in U. S. Treasury Circular 570. All surety companies must be licensed to transact surety business in the State of New Jersey. In the event the penal sum of the bond exceeds the limitations prescribed in Circular 570, two or more listed surety companies may be accepted, jointly and severally, as co-sureties on the contract, as long as the penal sum of the bond does not exceed the prescribed limitations of their aggregate qualifying power.

The performance and payment bonds must be signed by the authorized officers of the corporation, and the corporate seal must be affixed. They must be signed by each surety company, witnessed and accompanied by both a certification as to authorization of the Attorney-in-Fact to bind each surety company and a true and correct statement of the financial condition of each surety company. All names must be typed or printed below the signature on the bonds. The bonds must bear the dates on which they are issued and signed. **In addition, the contractor must submit to the Department proof of valid business registration with the Division of Revenue in the New Jersey Department of Treasury in accordance with P.L. 2001, c. 134 (N.J.S.A. 52:32-44), and proof of registration with the New Jersey Department of Labor as a Public Works Contractor in accordance with N.J.S.A. 34:11-56.48 and P.L. 2003, c. 91, effective August 16, 2003**.

Effective June 15, 2023, Governor Murphy signed **Executive Order 333**, thereby rescinding the Two-Year Chapter 51 requirement for 100% State Funded Construction Contracts for entities that follow a fair and open process.

All procurement vendors are encouraged to register and update their vendor information via the online NJSTART procurement application at **NJSTART.GOV**

Your firm must return the fully executed contract, payment bond, performance bond and proof of valid business registration, etc. to this office **WITHIN FOURTEEN DAYS** OF THE RECIPT **OF THE AWARD**. If you intend to escrow bid documents as per Section 103.05 of the Specifications, please phone this office to request the custody agreement form. If you do not intend to escrow bid documents, please indicate this by signing in the space provided and return this letter with the executed contract, corporate resolution, payment and performance bonds and proof of valid business registration.

The attached N.J.D.O.T. Insurance Certificate must be completed by your insurance agent **and submitted to the Regional Construction Engineer at the preconstruction conference.**
Proof of any other insurance required by the contract must be provided separately on forms satisfactory to the Department **at the preconstruction conference**

For STATE and PARTIALLY STATE FUNDED CONSTRUCTION CONTRACTS ONLY,

Re: Initial Project Workforce Report - Construction, FORM AA-201

The New Jersey Department of Transportation does not have delegated authority to monitor and enforce EEO Workforce Compliance on State Funded construction projects. The New Jersey Department of the Treasury, Division of Public Contracts EEO Compliance has jurisdiction for EEO monitoring and enforcement. Therefore, in accordance with the regulations governing State Funded Construction Projects (PL 1975, c.127; N.J.S.A 10:5-31 et. seq., N.J.A.C.17:27), please submit your Initial Project Workforce Report-Construction, Form AA-201 directly to the Department of the Treasury, Division of Public Contracts EEO Compliance. The NJDOT's Bureau of Construction Services will supply you with Form AA-201 along with the instructions for completing the form upon issuing the NJDOT contract for your project.

Form AA-201 can also be found on the Department of the Treasury's website at https://www.nj.gov/treasury/contract_compliance/

Please complete and submit Form AA-201 as follows:

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New Jersey Department of the Treasury Division of Public Contracts Equal Employment Opportunity Compliance P.O. Box 209 Trenton, NJ 08625	New Jersey Department of Transportation Division of Civil Rights/Affirmative Action Contract Compliance Unit P.O. Box 600 Trenton, NJ 08625

If you have any questions, I may be reached at (609) 963-2331.

Very truly yours,

Anthony Genovese, Director
Division of Procurement

cc: P. Sprewell, S. Tomlinson, E. Powers, P. Oza, E. Yermack, A. Balluch, G. Clifton, J. Nusrat, W. Henderson, J. Wall, A. Genovese, B. Werner, Q. Viernes,

I do not intend to escrow bid documents as per Sec. 103.05 of the specifications.

Authorized Signature 

Print Name: Keith Haney

Title: Managing member

26-21

State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

MIKIE SHERRILL
Governor

PRIYA JAIN
COMMISSISSIONER

DR. DALE G. CALDWELL
Lt. Governor

June 30, 2026

Mr. Keith Haney, Managing Member
H & L Contracting, LLC
140 Adams Avenue, Suite B14
Hauppauge, NY 11788

Re: **Job Order Contracting (JOC) State Channel Maintenance Dredging and Associated Facilities Construction and Maintenance 2026- South, Various Locations, Counties of Burlington, Atlantic, Cape May, Salem, Cumberland, Camden, Gloucester, and Mercer, 100% State Funded, UPC No. N/A, PE No. 6110108, CE No. 2208240, DP No. 26702**

Dear Mr. Haney:

The Commissioner of Transportation, acting pursuant to N.J.S.A. 27:7-30, has awarded the project designated as **Job Order Contracting (JOC) State Channel Maintenance Dredging and Associated Facilities Construction and Maintenance 2026- South, Various Locations, Counties of Burlington, Atlantic, Cape May, Salem, Cumberland, Camden, Gloucester, and Mercer, 100% State Funded, UPC No. N/A, PE No. 6110108, CE No. 2208240, DP No. 26702** to your firm on **June 26, 2026**. The Contract amount is [redacted] As stated in the Standard Specifications, this award is not binding upon the State until the contract has been executed by the Commissioner. Furthermore, no work shall be performed on account of the proposed contract until you have been notified that the contract has been executed by the Commissioner.

All payment obligations are subject to appropriations and the availability of funds.

Consistent with the Specifications, this award is being made to your firm since you were the lowest responsible bidder whose proposal conformed in all respects to the requirements set forth in the contract documents. All the contract documents which formed the basis of your bid were in accordance with Department Specifications. In submitting your proposal to the Department of Transportation, you agreed to carry out and complete the project as specified and delineated in these contract documents at the price per unit of measure bid for each scheduled item of work.

The contract (Form DC-81) must be signed and witnessed. **PLEASE DO NOT DATE THE CONTRACT**. The contract will be dated at the time it is signed by the Commissioner. A properly signed and sealed corporate resolution verifying the authority of the officers to sign the contract

for the corporation must be attached with the contract. An **acceptable Corporate Resolution template** can be found from the website link below for your use.
Using this template will avoid delays encountered during contract execution.
http://www.state.nj.us/transportation/business/procurement/ConstrServ/curradvproj.shtm

Performance and payment bonds must be issued by surety companies listed in the current U.S. Treasury Circular 570 ("Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds") and cannot exceed the amount of authority listed in U. S. Treasury Circular 570. All surety companies must be licensed to transact surety business in the State of New Jersey. In the event the penal sum of the bond exceeds the limitations prescribed in Circular 570, two or more listed surety companies may be accepted, jointly and severally, as co-sureties on the contract, as long as the penal sum of the bond does not exceed the prescribed limitations of their aggregate qualifying power.

The performance and payment bonds must be signed by the authorized officers of the corporation, and the corporate seal must be affixed. They must be signed by each surety company, witnessed and accompanied by both a certification as to authorization of the Attorney-in-Fact to bind each surety company and a true and correct statement of the financial condition of each surety company. All names must be typed or printed below the signature on the bonds. The bonds must bear the dates on which they are issued and signed. **In addition, the contractor must submit to the Department proof of valid business registration with the Division of Revenue in the New Jersey Department of Treasury in accordance with P.L. 2001, c. 134 (N.J.S.A. 52:32-44), and proof of registration with the New Jersey Department of Labor as a Public Works Contractor in accordance with N.J.S.A. 34:11-56.48 and P.L. 2003, c. 91, effective August 16, 2003**.

Effective June 15, 2023, Governor Murphy signed **Executive Order 333**, thereby rescinding the Two-Year Chapter 51 requirement for 100% State Funded Construction Contracts for entities that follow a fair and open process.

All procurement vendors are encouraged to register and update their vendor information via the online NJSTART procurement application at **NJSTART.GOV**

Your firm must return the fully executed contract, payment bond, performance bond and proof of valid business registration, etc. to this office **WITHIN FOURTEEN DAYS** OF THE RECIPT **OF THE AWARD**. If you intend to escrow bid documents as per Section 103.05 of the Specifications, please phone this office to request the custody agreement form. If you do not intend to escrow bid documents, please indicate this by signing in the space provided and return this letter with the executed contract, corporate resolution, payment and performance bonds and proof of valid business registration.

The attached N.J.D.O.T. Insurance Certificate must be completed by your insurance agent **and submitted to the Regional Construction Engineer at the preconstruction conference.**
Proof of any other insurance required by the contract must be provided separately on forms satisfactory to the Department **at the preconstruction conference**

For STATE and PARTIALLY STATE FUNDED CONSTRUCTION CONTRACTS ONLY,

Re: Initial Project Workforce Report - Construction, FORM AA-201

The New Jersey Department of Transportation does not have delegated authority to monitor and enforce EEO Workforce Compliance on State Funded construction projects. The New Jersey Department of the Treasury, Division of Public Contracts EEO Compliance has jurisdiction for EEO monitoring and enforcement. Therefore, in accordance with the regulations governing State Funded Construction Projects (PL 1975, c.127; N.J.S.A 10:5-31 et. seq., N.J.A.C.17:27), please submit your Initial Project Workforce Report-Construction, Form AA-201 directly to the Department of the Treasury, Division of Public Contracts EEO Compliance. The NJDOT's Bureau of Construction Services will supply you with Form AA-201 along with the instructions for completing the form upon issuing the NJDOT contract for your project.

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Please complete and submit Form AA-201 as follows:

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New Jersey Department of the Treasury Division of Public Contracts Equal Employment Opportunity Compliance P.O. Box 209 Trenton, NJ 08625	New Jersey Department of Transportation Division of Civil Rights/Affirmative Action Contract Compliance Unit P.O. Box 600 Trenton, NJ 08625

If you have any questions, I may be reached at (609) 963-2331.

Very truly yours,

Anthony Genovese, Director
Division of Procurement

cc: P. Sprewell, S. Tomlinson, E. Powers, P. Oza, E. Yermack, A. Balluch, G. Clifton, J. Nusrat, W. Henderson, J. Wall, A. Genovese, B. Werner, Q. Viernes,

I do not intend to escrow bid documents as per Sec. 103.05 of the specifications.

Authorized Signature _____

Print Name: Keith Haney

Title: Managing member

State of New Jersey
DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lt. Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

December 22, 2023

Mr. Keith Haney, Managing Member
H & L Contracting, LLC
140 Adams Avenue, Suite B14
Hauppage, NY 11788

Re: Maintenance Dredging and Channel Improvements for Patcong Creek Channel, Contract No. 179202303, Township of Egg Harbor, and City of Somers Point, County of Atlantic and Township of Upper, County of Cape May, New Jersey; 100% State Funded, UPC No: 013090, PE No: 6110108, CE No: 2207685, DP No: 23704

Dear Mr. Haney,

The Commissioner of Transportation, acting pursuant to N.J.S.A. 27:7-30, has awarded the project designated as **Maintenance Dredging and Channel Improvements for Patcong Creek Channel, Contract No. 179202303, Township of Egg Harbor, and City of Somers Point, County of Atlantic and Township of Upper, County of Cape May, New Jersey; 100% State Funded, UPC No: 013090, PE No: 6110108, CE No: 2207685, DP No: 23704** to your firm on **December 21, 2023.** The Contract amount is [redacted] As stated in the Standard Specifications, this award is not binding upon the State until the contract has been executed by the Commissioner. Furthermore, no work shall be performed on account of the proposed contract until you have been notified that the contract has been executed by the Commissioner.

All payment obligations are subject to appropriations and the availability of funds.

Consistent with the Specifications, this award is being made to your firm since you were the lowest responsible bidder whose proposal conformed in all respects to the requirements set forth in the contract documents. All the contract documents which formed the basis of your bid were in accordance with Department Specifications. In submitting your proposal to the Department of Transportation, you agreed to carry out and complete the project as specified and delineated in these contract documents at the price per unit of measure bid for each scheduled item of work.

The contract (Form DC-81) must be signed and witnessed. **PLEASE DO NOT DATE THE CONTRACT**. The contract will be dated at the time it is signed by the Commissioner. A properly signed and sealed corporate resolution verifying the authority of the officers to sign the contract for the corporation must be attached with the contract. An **acceptable Corporate Resolution template** can be found from the website link below for your use. Using this template will avoid delays encountered during contract execution.
http://www.state.nj.us/transportation/business/procurement/ConstrServ/curradvproj.shtm

Performance and payment bonds must be issued by surety companies listed in the current U.S. Treasury Circular 570 ("Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds") and cannot exceed the amount of authority listed in U. S. Treasury Circular 570. All surety companies must be licensed to transact surety business in the State of New Jersey. In the event the penal sum of the bond exceeds the limitations prescribed in Circular 570, two or more listed surety companies may be accepted, jointly and severally, as co-sureties on the contract, as long as the penal sum of the bond does not exceed the prescribed limitations of their aggregate qualifying power.

The performance and payment bonds must be signed by the authorized officers of the corporation and the corporate seal must be affixed. They must be signed by each surety company, witnessed, and accompanied by both a certification as to authorization of the Attorney-in-Fact to bind each surety company and a true and correct statement of the financial condition of each surety company. All names must be typed or printed below the signature on the bonds. The bonds must bear the dates on which they are issued and signed. **In addition, the contractor must submit to the Department proof of valid business registration with the Division of Revenue in the New Jersey Department of Treasury in accordance with P.L. 2001, c. 134 (N.J.S.A. 52:32-44), and proof of registration with the New Jersey Department of Labor as a Public Works Contractor in accordance with N.J.S.A. 34:11-56.48 and P.L. 2003, c. 91, effective August 16, 2003.**

All procurement vendors are encouraged to register and update their vendor information via the online NJSTART procurement application at NJSTART.GOV

Your firm must return the fully executed contract, payment bond, performance bond and proof of valid business registration, etc. to this office **WITHIN FOURTEEN DAYS** OF THE RECEIPT OF THE AWARD. If you intend to escrow bid documents as per Section 103.05 of the Specifications, please phone this office to request the custody agreement form. If you do not intend to escrow bid documents, please indicate this by signing in the space provided and return this letter with the executed contract, corporate resolution, payment and performance bonds and proof of valid business registration.

The attached N.J.D.O.T. Insurance Certificate must be completed by your insurance agent in triplicate **and submitted to the Regional Construction Engineer at the preconstruction conference**.
Proof of any other insurance required by the contract must be provided separately on forms satisfactory to the Department **at the preconstruction conference**.

For STATE and PARTIALLY STATE FUNDED CONSTRUCTION CONTRACTS ONLY,
Re: Initial Project Workforce Report - Construction, FORM AA-201

The New Jersey Department of Transportation does not have delegated authority to monitor and enforce EEO Workforce Compliance on State Funded construction projects. The New Jersey Department of the Treasury, Division of Public Contracts EEO Compliance has jurisdiction for EEO monitoring and enforcement. Therefore, in accordance with the regulations governing State Funded Construction Projects (PL 1975, c.127; N.J.S.A 10:5-31 et. seq., N.J.A.C.17:27), please submit your Initial Project Workforce Report-Construction, Form AA-201 directly to the Department of the Treasury, Division of Public Contracts EEO Compliance. The NJDOT's Bureau of Construction Services will supply you with Form AA-201 along with the instructions for completing the form upon issuing the NJDOT contract for your project.

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New Jersey Department of the Treasury Division of Public Contracts Equal Employment Opportunity Compliance P.O. Box 209 Trenton, NJ 08625	New Jersey Department of Transportation Division of Civil Rights/Affirmative Action Contract Compliance Unit P.O. Box 600 Trenton, NJ 08625

If you have any questions, I may be reached at (609) 963-2331.

Very truly yours,

Anthony Genovese, Director
Division of Procurement

AG/

cc: V. Tilghman-Ansley, S. Tomlinson, E. Powers, P. Oza, E. Yermack, A. Shah, A. Balluch, T. Kondash, A. Genovese, K. Abbott, M. Serenelli, Q. Viernes, G. Clifton, S. Douglas

I do not intend to escrow bid documents as per Sec. 103.05 of the specifications.

Authorized Signature _____

Print Name: Keith Haney

Title: Managing member

JOCAR ASPHALT LLC / DBA RASON MATERIALS

4 Johnson Rd. Lawrence, NY 11559
(631)293-6210

EXPLANATION FOR ANSWERING YES TO QUESTION 13 ON BID DOCUMENTS

OSHA Inspection 1448662.0.15
Date of Incident/Inspection: 12/4/2019
Settled Amount of Fine: $14,000.00

Explanation:
On 12/4/2019 an employee of Rason Materials was performing work at the Cedarhurst asphalt plant when, without instruction, the employee used a manlift to access a conveyor drive pulley that was approximately 8' above ground level. In an unwise attempt to clean dirt off of the pulley, while the conveyor was operating the employee used a wrench to scrape the inside of the pulley. The wrench was grabbed by the pulley and belt which spun the wrench, striking the employee's hand which resulted in a severe injury to the employee's thumb.

OSHA was notified immediately, and an inspection was performed the following day. The following determinations were made after that inspection:

- The subject pulley and belt were not required to have guards due to being 8' above ground level and not normally accessible to personnel.
- There was an inadequate Safety Plan in place for the asphalt plant.
- There was an inadequate Lockout/Tagout Program in place for the asphalt plant
- There were 2 pulleys without guards that were required to have guards

Rason received 4 violations as follows:

1. No guard on equipment (1st instance) (serious)
2. No guard on equipment (2nd instance) (serious)
3. Inadequate Safety Program
4. Inadequate Lockout/Tagout Program

The end result of discussions between Rason and OSHA was a reduction in the total fine to be $14,000.00. That fine has been paid and the case has been closed.

CORRECTIVE MEASURES
As soon as practicable after the incident Rason developed and implemented a new Safety Program, including a new Lockout/Tagout Program. These programs were implemented, and all employees were provided with initial and follow-up training.

LESSONS LEARNED
Rason has placed increased emphasis on awareness training for all employees with respect to rotating equipment guards and the necessity that those guards be in place at all times when the plant is in operation.

Additionally, Rason has been stringent in training employees in Lockout/Tagout; with particular emphasis being placed on the prohibition of working on operating equipment.

Attested to by officer of the company: Signature James Haney

Print Name & Title: James Haney Manager

Inspection Detail

Inspection: 1448662.015 - Jocar Asphalt Llc / Dba Rason Materials

Inspection Information - Office: Long Island

Nr: 1448662.015 Report ID: 0214700 Open Date: 12/04/2019

Jocar Asphalt Llc / Dba Rason Materials
4 Johnson Road
Lawrence, NY 11559
Union Status: Union
SIC:
NAICS: 324121/Asphalt Paving Mixture and Block Manufacturing
Mailing: 136 Spagnoli Rd, Melville, NY 11747

Inspection Type:	Referral				
Scope:	Partial	Advanced Notice:	N		
Ownership:	Private				
Safety/Health:	Safety	Close Conference:	12/04/2019		
Emphasis:	N:Amputate	Close Case:	02/05/2021		
Related Activity:	Type	ID	Safety	Health	
	Referral	1523319	Yes		

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	2					2
Current Violations	1			1		2
Initial Penalty	$17,542	$0	$0	$0	$0	$17,542
Current Penalty	$7,000	$0	$0	$7,000	$0	$14,000
FTA Amount	$0	$0	$0	$0	$0	$0

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
1.	**01001A**	Serious	19100147 C04 I	03/04/2020	03/30/2020	$7,000	$6,747	$0	03/25/2020	F - Formal Settlement
2.	**01001B**	Serious	19100147 C07 I	03/04/2020	03/30/2020	$0	$6,747	$0	03/25/2020	F - Formal Settlement
3.	**02001A**	Other	19100219 D01	03/04/2020	03/30/2020	$7,000	$4,048	$0	03/25/2020	F - Formal Settlement
4.	**02001B**	Other	19100219 E03 I	03/04/2020	03/30/2020	$0	$0	$0	03/25/2020	F - Formal Settlement

UNITED STATES
DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
800-321-6742 (OSHA)
TTY
www.OSHA.gov

FEDERAL GOVERNMENT

White House
Severe Storm and Flood Recovery Assistance
Disaster Recovery Assistance
DisasterAssistance.gov
USA.gov
No Fear Act Data
U.S. Office of Special Counsel

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Scatt Materials Corp

44 South Fourth Street, Bay Shore, NY 11706
(631)586-0554

EXPLANATION FOR ANSWERING YES TO QUESTION 13 ON BID DOCUMENTS

OSHA Inspection 154269
Date of Incident/Inspection: 7/19/21
Settled Amount of Fine: Not settled as of 4/8/22

Explanation:
On 7/19/21 an employee of Scatt Materials Corp., without instruction, entered a chute to free up a jammed diversion plate. While the plant and conveyor were shut down, as the employee moved material that was obstructing a diversion plate the stored energy in the plate caused the plate to suddenly move, striking the employee in the leg. The employee suffered a broken leg.

OSHA was notified immediately, and an inspection was performed that day. The following determinations were made after that inspection:

- The Lockout/Tagout procedures that were in place for the asphalt plant were inadequate.
- The employee that was injured was not properly trained in Lockout/tagout and stored energy.

Scatt received 2 violations as follows:

1. Procedures were not developed, documented, and utilized for the control of potentially hazardous energy
2. Employees were not adequately trained to ensure that the Lockout/Tagout program that was in place was understood and followed by employees

Due to the common ownership of Scatt Materials and Rason Materials, and considering Rason Materials had received OSHA violations and a stipulated fine in 2020 for similar violations, the violations were determined by OSHA to be Repeat-Serious Violations; each violation was accompanied by a $6,216.00 fine.

Scatt has engaged legal counsel and is currently in discussions with OSHA to determine a settlement. Scatt understands at this time that the settlement will result in the removal of both "Repeat-Serious" violations and the assessment of one "other than serious" violation.

CORRECTIVE MEASURES
Additional awareness training has been provided to all Scatt employees with respect to the current Safety Program and Lockout/Tagout procedures. In addition, the Safety Programs for Scatt (and Rason) are currently under review and will be revised to meet or exceed all OSHA requirements.

LESSONS LEARNED
Scatt has placed increased emphasis on awareness training for all employees with respect to the Lockout/Tagout procedures and the potential stored hazardous energy in various components of the plant, even after the plant has been shut down.

Attested to by officer of the company:

Signature James Hovey

Print Name & Title: James Hovey Secretary

Inspection Detail

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 1542629.015 - Scatt Materials Corp.

Inspection Information - Office: Long Island

Nr: 1542629.015 Report ID: 0214700 Open Date: 07/19/2021

Scatt Materials Corp.
44 S 4th Street
Bay Shore, NY 11706

Union Status: NonUnion

SIC:
NAICS: 324121/Asphalt Paving Mixture and Block Manufacturing
Mailing: 44 S 4th Street, Bay Shore, NY 11706

Inspection Type:	Referral				
Scope:	Partial	Advanced Notice:	N		
Ownership:	Private				
Safety/Health:	Safety	Close Conference:	07/19/2021		
Emphasis:	N:Amputate	Close Case:			
Related Activity:	Type	ID	Safety	Health	
	Referral	1788232	Yes		

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations			2			2
Current Violations			2			2
Initial Penalty	$0	$0	$12,432	$0	$0	$12,432
Current Penalty	$0	$0	$12,432	$0	$0	$12,432
FTA Amount	$0	$0	$0	$0	$0	$0

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
1.	**01001**	Repeat	19100147 C04 I	01/18/2022	02/11/2022	$6,216	$6,216	$0		Z - Issued
2.	**01002**	Repeat	19100147 C07 I	01/18/2022	02/11/2022	$6,216	$6,216	$0		Z - Issued

UNITED STATES
DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
800-321-6742 (OSHA)
TTY
www.OSHA.gov

FEDERAL GOVERNMENT

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H&L CONTRACTING
140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

To whom it may concern,

The following serve as summary description of our open OSHA inspections associated with H&L Contracting LLC:

OSHA INSPECTION NO. 1635374.015
DATE OPENED: 18 NOV 2022
SITE ADDRESS: Newburyport Harbor, Newburyport, MA 01950

DESCRIPTION:
Prior to 11/18/22, H&L had been performing maintenance dredging in the 9-ft channel in Newburyport Harbor for the US Army Corps of Engineers. The dredging work was completed and had been accepted by the Corps on 11/15/22. During the course of that work, various safety minor deficiencies were noticed by the H&L Health and Safety Officer. These deficiencies included:

- Navigation lighting not functioning.
- Recovery ladders not appropriate.
- Faulty extension cord
- Faulty oxygen/acetylene hose
- Improper use of sling in lifting materials
- Inadequate housekeeping
- Excavator not adequately secured to barge.

All of these deficiencies had been logged on Daily Safety reports and had been corrected. The corrective measures had been documented by Corps personnel.

OSHA personnel performed a site inspection on 11/18/22 apparently due to an anonymous complaint received by them at some time prior. The complaint provided to H&L by OSHA specifically included the above deficiencies.

H&L has not received any correspondence from OSHA regarding the site inspection as of this date.

It should be noted that during the course of a USACE maintenance dredging project, H&L employs two full time Site Safety & Health Officers (one for each shift), and that Corps personnel are also always on-site evaluating H&L's implementing safety requirements.

LESSONS LEARNED:

While H&L has yet to receive a report from OSHA concerning its inspection at Newburyport, H&L reinforced the following with its dredging supervisory and safety personnel:

- Dredging by its very nature entails multiple operations simultaneously, with workers moving from one task to the next quickly. It is incumbent upon safety and supervisory personnel to be proactive in noticing and correcting any deficiencies, regardless of how minor they may seem.
- Faulty lights and equipment must be repaired and or replaced at the earliest opportunity.
- Equipment lifting procedures must be followed at ALL times, regardless of the size of the load being lifted.
- Housekeeping must always be up to standards, even during urgent work.

H&L will make any OSHA correspondence regarding the 11/18/22 inspection available once those reports are received.

If any additional information regarding this OSHA case or any other safety related matter is necessary, please contact H&L Company Safety Director Chris Adams in the main office.

H&L CONTRACTING

140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

TO: Nassau County Department of Public Works

February 3, 2022

RE: OSHA INVESTIGATION OF H&L CONTRACTING LLC

On October 22, 2019 H&L Contracting LLC was performing paving work as a subcontractor to United Paving Corp. (General Contractor) under the Village of Freeport's 2019 Road Resurfacing Program. The subcontracting agreement between H&L and United included the paving work only, Maintenance and Protection of Traffic (MPT) was excluded from H&L's scope of work. Included in the streets to be paved by H&L was Grant Street, a dead-end street on the east side of Guy Lombardo Blvd. in the Village of Freeport.

Paving work was performed from the dead-end of Grant St. outward towards Guy Lombardo Blvd., with asphalt truck trailers provided by 4L Equipment Leasing LLC under an agreement with H&L. These trailers backed down Grant St. to the paver, and once empty proceeded ahead to Guy Lombardo Blvd., turning right to exit the work area. Unbeknownst to the H&L crew the United employee(s) that had been assigned to perform the MPT for the work were not at the Grant St. intersection but rather at another intersection scheduled for paving that day.

As a 4L truck was exiting Grant St. after dumping into the paver, the driver stopped the truck at the intersection with Guy Lombardo Blvd. During this time when the truck was stopped, another 4L employee, who had parked and exited his truck a short distance north on Guy Lombardo Blvd., ran towards the stopped truck on Grant St., approaching from the passenger side of that truck, apparently to obtain a scraper that was stored behind the cab. The driver of the stopped truck did not notice the approaching 4L employee due to that employee approaching from the passenger (blind) side. While the 4L employee was immediately in front of the stopped truck's right rear wheel, the driver proceeded forward, fatally injuring the 4L employee.

All required notifications were made, including Nassau County Police and OSHA. H&L fully cooperated with all investigations.

Notwithstanding that 1. MPT was NOT in the scope of H&L's work under the subcontract, 2. H&L was unaware that United was not providing MPT at the accident location at the time of the accident, and 3. If MPT was being provided at the intersection it is doubtful that the actions of the 4L employee, namely stepping in front of the rear wheel without notifying the driver of his presence, would have been prevented, the OSHA investigation resulted in two citations of violations against H&L. One being a severe violation of "Accident Prevention Signs and Tags" and the other being a severe violation of "Signaling". Each Violation included a penalty of $12,145.00.

H&L was not afforded an opportunity to contest the citations, although it was H&L's wish to do so, apparently due to Federal COVID protocols affecting the ability to communicate with OSHA personnel.

H&L promptly paid the penalties and incorporated various "lessons learned" into its Safety Procedures. Chief among those lessons learned was that work cannot proceed without required MPT regardless of whose responsibility that MPT falls under.

H&L personnel are available at your convenience to discuss this matter and will provide available records and documentation at your request.

Sincerely,



Keith Haney, Managing Member Signature

H&L CONTRACTING
140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

To whom it may concern,

The following serve as summary description of our open OSHA inspections associated with H&L Contracting LLC:

OSHA INSPECTION NO. 1635814.015
DATE OPENED: 23 NOV 2022
SITE ADDRESS: Smith Point County Marina East Concourse, Shirley, NY 11967

DESCRIPTION:
Considering there are ongoing investigations by OSHA, US Coast Guard, and SCPD due to the incident involving a fatality, H&L can only provide limited information.

On 11/23/22, H&L Contracting was performing dredge pipe fusing work at the Smith Point County Marina. This work consisted of fusing sections of HDPE pipe together on land and once fused, using a small work boat (skiff) to tow the fused (floating) sections to a mooring area a short distance from the fusing station. H&L assigned an experienced and qualified crew to perform the work; all workers were trained in H&L's safe work procedures, including receiving on site safety briefings (tool box talks) regarding work on or near the water. H&L requires all personnel working on or near the water to wear personal floatation devices (PFD's) at all times, that requirement was specifically reinforced by H&L supervisory personnel at the job site prior to the incident on 11/23/22.

At some point during the performance of the work an H&L employee (boat operator) fell off of the work boat while not wearing a PFD. This event was not noticed immediately by the other H&L employees on site. Once it became evident that the boat operator was missing, the H&L work crew commenced a search and notified the Coast Guard and SCPD. An expansive search for the boat operator ensued with Coast Guard, SCPD, and various Fire Dept. placing divers in the water. OSHA was notified soon after the search began.

During the search it became evident that he H&L boat operator had not been wearing his PFD, although he had been specifically instructed to do so. The boat operator's body was not recovered until over one week after the incident; H&L has no information regarding the cause of death of the boat operator. H&L is aware that the investigations have established that the boat operator was equipped with a PFD that was found on the skiff.

LESSONS LEARNED

It is H&L's position that the company had all required safety procedures in place regarding marine safety, and that those procedures had been reinforced by supervisory personnel at the site prior to the incident. The boat operator had been seen to be wearing his PFD prior to the incident and no H&L employee noticed the boat operator's failure to follow the instructions regarding wearing PFD's.

Going forward, H&L will re-enforce the requirement to wear PFD's at all times when working on or near the water.

If any additional information regarding this OSHA case or any other safety related matter is necessary, please contact H&L Company Safety Director Chris Adams in the main office.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: H&L Contracting LLC

Address: 140 Adams Avenue Ste 14B

City: HAUPPAUGE State/Province/Territory: NY Zip/Postal Code: 11788

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Ltd. Liability Co (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

2 File(s) uploaded: Posillico HL JV Agreement.pdf, Tully HL JV Agreement.pdf

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Keith Haney - [redacted]
Chris Haney - [redacted]
James K Haney - [redacted]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Please see attached Business Ownership structure

1 File(s) uploaded: Business Ownership as of June 30,2026.pdf

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or

promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Keith Haney [KHANEY@HLCONTRACTINGLLC.COM]

Dated: 07/29/2026 08:05:35 am

Title: Managing Member

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

PRE-BIDDING AND JOINT VENTURE AGREEMENT

THIS AGREEMENT was made and entered into, effective this the 12th day of October, 2021 by and between the following parties:

H&L Contracting LLC, a New York limited liability corporation, having its principle place of business at 140 Adams Avenue, Suite B14, Hauppauge, New York 11788, (hereinafter "H&L") and Posillico Civil, Inc.., a New York corporation, having its principle place of business at 1750 New Highway., Farmingdale, NY 11735 (hereinafter "Posillico"), (hereinafter collectively the "Joint Venture").

WITNESSETH:

WHEREAS, the Joint Venturers have agreed to prepare and submit a bid proposal to the STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION for CONTRACT D264601, PAVEMENT RESURFACING ON I-495 IN THE TOWNS OF BROOKHAVEN & ISLIP, AND CONTRACT D264602, PAVEMENT RESTORATION PROJECT: I-495 IN THE TOWNS OF HUNTINGTON, SMITHTOWN, & ISLIP, in amounts and upon terms to be mutually agreed upon by the Joint Venture prior to the submission thereof, and;

WHEREAS, the parties to this agreement desire to set forth their rights and interest in and their duties and obligations under the contract (hereinafter the "Principal Contract") which may be awarded as a result of the foregoing bid or proposal.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereby agree to constitute themselves as a Joint Venture for the purpose of (1) preparing and submitting a bid and (2) performing and completing the Principal Contract, upon the following terms and subject to the Following conditions:

1. SCOPE OF AGREEMENT: The parties hereto constitute themselves as a Joint Venture solely for the purpose of preparing and submitting a bid and performing and completing the Principal Contract, but for no other purpose, it being understood that as Joint Venturers, the parties are not making any arrangements to perform any work jointly except that specifically encompassed within this Agreement and that each party may carry on its separate business for its sole benefit.

(a) Each Party will provide qualified personnel to assist in preparing the Proposal. Each Party will develop and furnish cost, rate, pricing and technical information for the Proposal. The Parties shall exchange such information as is reasonably necessary to prepare the Proposal.

2. PARTIES TO BID: The bid or proposal shall be submitted in the name of the Joint Venture or as hereinafter agreed; provided, however, that no bid or proposal shall be submitted naming any party as one of the Joint Venturers unless that party shall have agreed in writing to the amount and to all of the terms of the bid or proposal.

3. RIGHT TO WITHDRAW OR CHANGE: Prior to the submission of the bid or proposal, any party may withdraw from this agreement and thereby terminate all of its duties and obligations hereunder. After a bid or proposal has been submitted, no change shall be made therein unless such change shall be consented to in writing by all parties.

4. DUTIES ON AWARD: If the bid or proposal is accepted by the Owner, the parties shall execute such documents, with joint and several liability to each of them, and shall take such other steps as the Owner may require to make the Principal Contract a legal and binding agreement among the parties, as Joint Venturers, and the Owner. If the bid or proposal is not accepted by the Owner, and if the parties are not successful in any re-bidding of the Principal Contract, then this Agreement may be terminated by any of the parties without further liability.

5. PRE-AWARD COSTS: Any costs incurred by a party prior to the date of award of the Principal Contract shall be borne solely by that party and shall not be included as construction cost.

6. PRE-AWARD NEGOTIATIONS: Any negotiations with the Owner or the sureties, subsequent to the submission of the bid, but prior to the award, shall include at least one representative of each party, and all the parties must concur before any agreements so negotiated are binding.

7. NAME: For convenience, the business of the Joint Venture shall be conducted under the name Posillico/H&L JV. The business address of the Joint Venture shall be 1750 New Hwy., Farmingdale, NY 11735. Insofar as possible, property acquired shall be held jointly in this name.

8. PROPORTIONATE INTERESTS: The interests of the parties in and to the Principal Contract; and in and to all materials, tools, equipment and property acquired by the Venture in connection with the performance thereof, and in and to all profits and gains realized there from; and the liability and responsibility of the parties for any losses sustained there from (except as otherwise provided in this Agreement) shall be in the following proportions:

H&L CONTRACTING LLC 50%

POSILLICO CIVIL, INC. 50%

Each party hereby indemnifies the other against any contractual or other default by the indemnifying party under the Principal Contract.

9. MANAGING PARTY: One of the parties shall be designated the Managing Party and, under the overall control and direction of all Joint Venturers, shall have general charge and supervision over the timely and satisfactory performance of the Principal Contract but shall be without liability to the other party for losses caused or sustained as a result of good faith errors of judgment or mistakes in its actions as Managing Party. The Managing Party shall have the power, which it may delegate in the name of the Venture, to execute and deliver purchase orders, rental agreements, subcontracts and such other agreements as are necessary and appropriate to carry out the Principal Contract. The Managing Party, for this Joint Venture shall be: Posillico Civil, Inc.

The Managing Party shall, among other things, provide staff for (1) maintaining the books and records of the Joint Venture, (2) performing all in-house accounting related to the Joint Venture, (3) preparation and payment of payroll, of union benefits, and of all governmental withholding taxes, (4) obtaining and managing all insurance required under the Principal Contract, and (5) preparation of shop drawings and obtaining Owner approval. The Managing Party shall not proceed with the performance of any item of change order work, the value of which is greater than $ 100,000.00 dollars, until it has been authorized and approved in writing by the owner/CM, without the unanimous written approval of the parties hereto, unless failure to proceed could result in a breach of the Principal Contract. The Managing Party shall be reimbursed for its office expenses in managing and supervising the performance of the Contract through payment of the management fee. The total expense for managing the joint venture shall be 0.5% of the final contact value, the final percentage to be agreed upon at the time of bid submission and be included in the Joint Venture bid cost. The management fee shall be paid as follows: monthly, commencing in the first billing period to the owner, and accrued until receipt of the first payment estimate from the Owner that includes payment of the Mobilization item. Under no circumstances will the management fee exceed 1% of the total project revenues except as stated in the next paragraph.

The management fee will include Payroll, job costing, and in-house accounting and administration. The joint venture agrees that if they are successful on being awarded both projects, H&L Contracting will be the managing partner on Contract D264602 and Posillico will be the managing partner on Contract D264601.

10. PROJECT MANAGER: The Managing Party with the agreement of the other Joint Venturer shall designate a Project Manager, who shall serve at its pleasure and be subject to only its control. The Project Manager shall manage and supervise the work called for by the Principal Contract and he shall have such specific powers as the Managing Party may, from time to time, delegate. Each party shall execute such documents as are required by the Managing Party to evidence the authority of the Managing party and the Project Manager.

(24) WORKING CAPITAL: (a) All working capital, when and as required for performance of the Principal Contract, shall be furnished by the parties in accordance with their proportionate interests in the Principal Contract. The need for working capital and the dates on which it is to be furnished shall be agreed upon by both Joint Venturers and each such determination shall be binding and conclusive on the parties. The Managing Party shall attempt to give written notice at least thirty (30) days prior to the date for payment thereof. Notwithstanding the above, within five (5) days after such determination as aforesaid, each party shall pay into said bank account or accounts of the Joint Venture its proportionate share of any needed additional working funds unless the designees shall determine that such additional working funds are required before the expiration of said five day period, in which event it shall be so paid into said bank account or bank accounts within such time as the designees may fix, but in no event shall any such payment be required within less then twenty-four (24) hours after such determination. The working capital so provided and all other funds received by the Joint Venture shall be deposited in such banks and shall be subject to withdrawal upon the signature of such persons as the Joint Venturers may from time to time authorize. Those authorized to deal with funds of the Joint Venture shall be bonded in such amounts and in such companies as the parties shall determine.

(b) All working capital advanced shall be repaid to the pallies advancing it prior to the distribution of any profits or gains. Partial repayments of working capital shall be made to each party prorata in the proportion of its working capital advances bear to the total working capital advances as of the date of such repayment.

(c) The Managing Party will make use of working capital, investing it prudently in short term securities, so that it will earn interest without interfering with payment of current obligations of the Joint Venture as they become due.

(d) All monies advanced by the pallies to this Joint Venture, received as paymentsunder the Principal Contract or otherwise received, shall be treated and regarded as, and are hereby declared to be, trust funds for the performance of the Principal Contract and for no other purpose exceptas

provided for in Article 11, Paragraph (c), until the Principal Contract shall have been fully completed and accepted by the Owner, and until all obligations of the parties hereto shall be paid, otherwise discharged, or provided for by adequate reserves. Such reserves shall likewise be treated as trust funds until they shall have served the purposes for which they were created.

11. FAILURE TO ADVANCE WORKING CAPITAL: In the event of the failure of a Joint Venturer to promptly contribute its share of Joint Venturer working capital in the amounts agreed upon by the Joint Venturers and by the date set by the Managing Party:

(a) The defaulting Joint Venturer's share of the profits of the Venture shall be decreased, and the share of the other Joint Venturer shall be increased proportionately so that the respective interests of the Joint Venturers in the profit shall be in the same proportion as the amounts of working capital actually furnished, but in no event shall the share of any Joint Venturer in any losses resulting from the performance of the work be reduced or modified; reduction in a defaulting Joint Venturer' s share of the profits and increases in the share of the other Joint Venturer shall be calculated as of the time of each default in contributions and as of the time of each excess contribution by the other Joint Venturer; the percentage by which a defaulting Joint Venturer's share of profits has been so reduced will not be reinstated for any reason, however, the profit shares as so adjusted may be further adjusted to reflect any subsequent default of excess contributions.

(b) The defaulting Joint Venturer shall pay default interest with respect to its uncontributed share at the rate of Prime + 1% until such time as the funds are repaid to the party advancing the funds. Payments of default interest shall be made to the Venture for the account of the non-defaulting Joint Venturer and payments shall continue until such time as full contributions of working capital and default interest have been paid or until final settlement of the Joint Venture accounts, whichever occurs first; and

(c) The defaulting Joint Venturer shall thereupon have no representative and shall have no further rights to participate in the affairs of the Joint Venture until either (I) all of the defaulted contributions and default interest have been paid to the Joint Venture, or (2) distributions to the non-defaulting Joint Venturer have included repayments of all excess contributions and of all default interest. The non-defaulting Joint Venturer, if not the Managing Party, shall automatically and without further instrument or action become the Managing Party. The non-defaulting Joint Venturer may also, in the name of the Joint Venture or in its own name, maintain an action against the defaulting Joint

Venturer to recover for the Joint Venture the amount of unpaid contributions, together with default interest to the date of payment.

12. PAYMENT/PERFORMANCE BONDS: All contract bid, performance and payment bonds that may be required by the Joint Venture shall be provided by all the Joint Venturers. Each party shall execute such indemnity agreements and other agreements as may be required by the companies writing. the bonds; however, no party's aggregate liability under all such indemnity agreements shall exceed its proportionate interest in the total sum payable under the Principal Contract.

13. BORROWED FUNDS: No money shall be borrowed for the account of the Joint Venture or on behalf of any party, nor shall any funds due the Venture be assigned, pledged or hypothecated, unless all of the parties agree in writing and, where appropriate, all parties become jointly and severally liable for the repayment thereof. If any monies are so borrowed, they shall be repaid in full prior to return of any working capital and distribution of gains or profits.

14. BOOKS OF ACCOUNT: (a) Separate books of account of the transactions of the Joint Venture shall be kept in accordance with generally accepted accounting principles, and such books, and all records of the Joint Venture shall be kept and maintained at the principal office of the Joint Venture. All records of the Joint Venture shall be open to examination at any time by any party. A monthly statement of accounts together with a summary or progress schedule and such other information as the parties may require shall be prepared by the Managing Party and distributed to all parties. A year end audit of the books shall be made, and furnished by Grassi & Company, CPA's or by such other persons as may be agreed upon by all the parties and copies of the audit reports shall be furnished to each party. Only if one of the joint venture parties requests a periodic audit will one be conducted. Upon completion of the Principal Contract, there shall be a final audit of all accounts, records and other pertinent data and a complete and final accounting shall be furnished to each party for its approval and acceptance.

(b) To the extent records must be kept subsequent to the completion and acceptance by all the parties of the final accounting, they shall be kept at such place as the parties shall determine and the cost shall be borne by the parties in accordance with their proportionate interests.

15. CONSTRUCTION COST: (a) Construction cost to be charged this Joint Venture shall include the costs of all subcontracts, unit costs, bonds, insurance, taxes on labor and material, legal and accounting fees, liabilities not secured by insurance, and all other expenses and obligations incurred or suffered in or about the performance of the contract.

If unit pricing cannot be agreed upon then time and material will be used for the joint venture to determine cost.

(b) The Managing Party shall notify all parties of the need for equipment and allow the parties the opportunity to furnish equipment to the Venture.

(c) Equipment rented from a pa1ty shall be charged as a construction cost at the same rate used in the preparation of the bid. The rental rate for equipment not specifically listed in the AED shall be established by the Joint Venture at a monthly rate which does not exceed 3% of the cost of such equipment purchased new, but all such rates shall be subject to the review and approval of all parties.

(d) Construction cost shall not include any charge against the Venture for any overhead expense or charge for the main or branch offices of any party, nor any charge for the time or travel expense of any officer, employee or agent of any party engaged in the business of the Venture, except as such charge may be approved by all the parties in writing.

16. REPRESENTATIVES: Each party shall appoint one or more representatives, but at least one representative and one alternate representative, who shall have full and complete authority to act on behalf of the appointing party in all matters pertaining to the performance of the Principal Contract and this Agreement. The representative(s) shall meet on call of the Managing Party to act on pertinent matters. All decisions, commitments, agreements, undertakings, understandings or other matters shall be made, on behalf of each party, by its appointed representative(s) and such action shall be binding upon that party. Any party may change its representative(s) at any time by appropriate notice to the other parties.

REPRESENTATIVES

Keith Haney

Joseph K. Posillico

17. DISPOSAL OF EQUIPMENT: When appropriate, the Joint Venturers shall determine what part of the plant, equipment, tools and salvageable materials belonging to the Joint Venture are no longer needed. This surplus shall be disposed of as all the parties shall agree. In the event the parties are unable to agree, this surplus shall be disposed of as follows:

(a) At the expense of the Joint Venture, surplus equipment will be examined and appraised, item by item. A copy of the appraisal shall be furnished each party. Each party shall notify the Project

Manager, in writing, within ten (10) days from the date of receipt of the appraisal of its election to purchase any such surplus at the appraised price. If more than one party elects to purchase the same lot or item of surplus, the item or lot will be sold to the party offering the higher price. Any surplus purchased under this sub-paragraph shall be paid for, in cash, within thirty (30) days of the date of election of final determination, whichever is later.

(b) Any surplus not disposed of pursuant to the above sub-paragraph (a), may be sold by the Joint Venture to any bona fide purchaser.

(c) Any surplus not disposed of pursuant to the above sub-paragraphs (a) and (b), shall be sold by the Joint Venture at public auction. A party to this Agreement may bid at such public auction.

(d) Any surplus not disposed of pursuant to the above sub-paragraphs, (a), (b) and (c), shall be divided among the parties by the Joint Venture, by lot on the basis of its appraised value and in accordance with their proportionate interests. When a party has acquired any surplus pursuant to the foregoing, it shall thereafter be responsible for its prompt removal and care.

18. BANK ACCOUNTS: It is agreed that bank accounts, as follows, shall be opened at a banking institution which shall be designated by the Managing Party:

(a) a general account; and

(b) a payroll account

It is agreed that all revenues and working capital shall be deposited into the general account which shall be drawn upon as required for deposit to the payroll account. Checks drawn on either account shall require the signature of only a signatory for the Managing Party. The Managing Party shall provide a monthly summary of all checks drawn on the accounts to all parties.

19. DIVISION OF PROFITS: Upon completion of the Principal Contract, and after paying or providing for the payment of (a) all known costs and expenses, and (b) reserves for such unsettled claims, overruns and other contingencies as all the parties may reasonably agree, in their discretion, to be necessary and after repaying all sums advanced for working capital, the profits then remaining shall be distributed among the parties in accordance with their proportionate interests or as otherwise provided in this Agreement. Any remaining reserves or other undistributed funds shall be similarly distributed when no longer required.

20. BURDEN OF LOSSES:

(a) If the performance of the Principal Contract results in a loss, the parties shall be obligated in accordance with their respective interests for any such loss (irrespective of the fact that any party may have advanced more than its proportionate share of working capital as provided above). Such proportionate liability for each party for the bearing of losses shall continue with respect to any claims which, at any time either before or after the completion of the Principal Contract, shall be made against them, or any of them, by reason of the Joint Venture or any matter or thing in connection therewith.

(b) In the event of loss, each party shall advance its respective share of such loss in the manner provided in Paragraph 11, WORKING CAPITAL, for contribution of working capital.

21. INSOLVENCY: Upon the bankruptcy or insolvency of any party, or should any party commit any act of bankruptcy or take advantage of any bankruptcy, reorganization, composition, or arrangement statute, then, from and after such date, such party, its successors or assigns (hereinafter referred to as the "insolvent party") and its representative(s) shall cease to have any voice in the management of this Joint Venture and the Principal Contract (anything in this Agreement to the contrary notwithstanding). All actions and decisions with respect to the Joint Venture and the Principal Contract shall thereafter be taken solely by the remaining pm1ies and their representative(s). Notwithstanding the foregoing, the insolvent party shall remain liable for its share of any losses, and, provided it has met and continues to meet all required advances of working capital, shall be entitled to return of its working capital advanced and to receive its share of any profits, with such distribution to be made at the time and in the manner provided in this Agreement.

22. ASSIGNMENT OR PLEDGE: It being acknowledged that each party is entering into this Agreement in reliance upon each other party being and remaining a party of this Agreement, no party may assign, transfer, pledge or hypothecate its interest, or any part thereof, under this Joint Venture or under the Principal Contract or its interest in any property or monies of this Joint Venture except with the prior written consent of all the other parties and upon such terms as they may reasonably require.

23. AGREEMENT WITH A PARTY: No agreement for the performance of any work or the furnishing of any materials or equipment for this Joint Venture by any party shall be entered into by the Joint Venture without the prior approval of all of the pai1ies.

24. APPROVALS: Except in instances where the terms of this Agreement specifically require the consent or approval of only one of the parties, in the event all of the parties are unable to agree to any course of action permitted to be taken by them under this Agreement, the decision as to the course of action shall be referred to the American Arbitration Association within ten (10) days for resolution.

25. NOTICE: Any demand, notice or other communication to be given to the Joint Venture or any party in connection with this Agreement shall be given in writing and shall be given by personal delivery, by certified mail, or by fax addressed to the recipient. Such demand, notice or other communication shall be deemed effective when delivered.

26. JURISDICTION: All questions relative to the execution, validity, interpretation and perfolmance of this Joint Venture Agreement shall be governed by the laws and State of New York.

27. SINGLE INSTRUMENT: This Joint Venture Agreement may be executed in any number of counterparts, each of which shall be deemed an original and together constitute a single instrument.

28. PARAGRAPH HEADINGS: The paragraph headings immediately following the paragraph numbers are for indexing convenience only and are not intended to be representative of the content of that paragraph and are not to be construed as being part of this Agreement.

29. BINDING EFFECT: This Agreement shall bind the parties hereto and their respective successors, assigns and legal representatives. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than the parties hereto, their successors, assigns and legal representatives, any right, remedy or claim under this Agreement or by reason hereof, or any covenant, stipulation, promise or agreement hereof, and all covenants, stipulations, promises and agreements herein contained shall be for the sole and exclusive benefit of the parties hereto and their respective successors, assigns and legal representatives.

30. AMENDMENTS. This Agreement constitutes the entire agreement between the parties in regard to the subject matter hereof and may not be amended, modified or abrogated except in writing subscribed by the parties.

31. LIMITS OF JOINT VENTURE. The relationship between the parties shall be limited to the performance of the Principal Contract in accordance with the terms of this Agreement. This Agreement shall be construed and deemed to be a Joint Venture for the sole purpose of carrying out the

Principal Contract. Nothing herein shall be construed to create a general partnership between the parties or to authorize either party to act as a general agent for the other party, or to permit either party to bid for or to undeltake any other contracts for the other party.

32. OTHER WORK. Nothing contained herein shall prevent, impair or limit the right of either party to seek, bid for, procure, execute, undertake or complete any other construction contract or work as an independent entity, or in combination with any other entity, without any obligation to share the benefits thereof with the other party hereto.

33. PIRATING EMPLOYEES. Each Joint Venturer agrees that upon entering into this Agreement and for a period of at least one year following the final completion of the Contract, the Joint Venturer, and their subsidiaries and affiliates, shall not make offers, enticements, and/or inducements to cause employees of the other Joint Venturer to leave the employ of that Joint Venturer and to enter into employment with the other Joint Venturer or its affiliate or subsidiary. This provision is limited to those employees of a Joint Venturer who participated in some material way with the Principal Contract.

34. ARBITRATION: Any and all disputes of whatsoever nature arising out of, in connection with, resulting from or in any way related to this Agreement shall be submitted for determination in accordance with the then obtaining rules of the American Arbitration Association. Any hearings shall be in New York City. Any award or determination therein shall be final and binding and enforceable in any court of competent jurisdiction. All costs and expenses of arbitration and litigation, including legal fees shall be borne by the unsuccessful party, and reimbursed to the successful party.

35. OWNERSHIP AND USE OF DOCUMENTS. All documents produced for or by the Joint Venture shall be owned by the Joint Venture. Upon termination of this Agreement, each party shall own an undivided interest in such documents in proportion to the entitlement of such party to the profits of the Joint Venture. The documents shall be stored at the expense of the Joint Venture, at a location determined by the Managing Party and no party shall use these documents or copies thereof for other projects without the prior written consent of the others. Any party may make duplicate copies of such documents without consent of the other parties.

36. INDEMNIFICATION. Each Party hereby undertakes to indemnify and hold harmless the other Party, its affiliates and related entities, shareholders, officers, directors, employees, and any other individual or entity whom the said Party is required to indemnity, defend or hold harmless, from and against any loss or

liability in excess of such Party's proportionate share of the total loss or liability which such party may sustain by reason of the work under the Principal Contract or within the scope of the Agreement or by reason of any surety bonds or indemnity agreements executed in connection therewith. Each Joint Venturer does hereby indemnify the other Joint Venturer against all loss, cost, damage, expense, or liability, regardless of the proportions stated above, arising directly from such indemnifying Joint Venturer's negligent or wrongful act or omission. Additionally, each Joint Venturer agrees to defend, indemnify and hold harmless the other Joint Venturer from and against any and all loss, cost, damage, expense or liability arising from any claim against such indemnifying Joint Venturer relating to the Project or arising out of the Joint Venture, including, but not limited to, claims relating to Work performed for the Project. Each Joint Venturer further agrees to pay all reasonable legal expenses incurred by the indemnified Joint Venturer in defending such claims in the event the indemnifying Joint Venturer fails or refuses to furnish a legal defense. This provision shall survive the termination of the Agreement.

37. MISCELLANEOUS. Notwithstanding any provision of this Agreement to the contrary:

a) The Project shall include any rebid by the Owner of the Project or any other project of the Owner at the site of the Project which may incorporate in whole or part the originally bid work whether or not the contract number or the terms of the contract vary from that of the Principal Contract.

b) All documents produced by the parties or the Joint Venture in connection with the bid for the Principal Contract and/or the Project or any rebid thereof as set forth in sub-paragraph (a) above are confidential and proprietary documents.

IN WITNESS WHEREOF, the undersigned parties have set their hands the day and date first above written.

H&L CONTRACTING LLC

BY: _____
Keith Haney

POSILLICO CIVIL, INC.

BY: _____
Joseph K. Posillico

JOINT VENTURE AGREEMENT

THIS AGREEMENT is made and entered into, effective this the 6th day of September 2024 by and between the following parties:

TULLY CONSTRUCTION CO., INC., a New York corporation, having its principal place of business at 127-50 Northern Blvd., Flushing, NY 11368, (hereinafter **"TULLY"**) and **H&L CONTRACTING LLC**, a New York- corporation, having its principal place of business at 140 Adams Avenue, Suite B14, Hauppauge, NY 11788 (hereinafter "**HL**"), (hereinafter collectively the "Joint Venture/Joint Venturers").

WITNESSETH:

WHEREAS, the Joint Venturers to have agreed to perform the work on the PANYNJ Contract NO JFK124.025 Rehabilitation of Taxiways A and B East and South ("Principal Contract" the Project) in an amount and upon terms to be mutually agreed upon by the Joint Venturers, and;

WHEREAS, the parties to this agreement desire to set forth their respective rights and interests in and their duties and obligations under the Principal Contract.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereby agree to constitute themselves as a Joint Venture for the purpose of performing and completing the Principal Contract, upon the following terms and subject to the Following conditions:

1. **SCOPE OF AGREEMENT:** The parties hereto constitute themselves as a Joint Venture solely for the purpose of performing and completing the Principal Contract, but for no other purpose, it being understood that as Joint Venturers, the parties are not making any

arrangements to perform any work jointly except that specifically encompassed within this Agreement and that each party may carry on its separate business for its sole benefit.

2. **NAME:** For convenience, the business of the Joint Venture shall be conducted under the name **Tully-HL JV LLC**, a Joint Venture. The business address of the Joint Venture shall be 127-50 Northern Blvd., Flushing, NY 11368. Insofar as possible, property acquired shall be held in this name.

3. **PROPORTIONATE INTERESTS:** The interests of the parties in and to the Principal Contract; and in and to all materials, tools, equipment and property acquired by the Venture in connection with the performance thereof, and in and to all profits and gains realized there from; and the liability and responsibility of the parties for any losses sustained there from (except as otherwise provided in this Agreement) shall be in the following proportions:

TULLY CONSTRUCTION CO. INC.	**50%**
H&L CONTRACTING LLC	**50%**

Each party hereby agrees to indemnify the other against any contractual or other default by the indemnifying party under the Principal Contract

4. **MANAGING PARTY:** One of the parties shall be designated the Managing Party and, under the overall control and direction of all Joint Venturers, shall have general charge and supervision over the timely and satisfactory performance of the Principal Contract but shall be without liability to the other party for losses caused or sustained as a result of good faith errors of judgment or mistakes in its actions as Managing Party. All Parties to this Agreement shall have the power, which it may delegate in the name of the Joint Venture, to execute and deliver purchase orders, rental agreements, subcontracts and such other agreements as are necessary and appropriate to carry out the Principal Contract. All records of agreements executed as such shall be shared

with All Parties to the Agreement and maintained by The Managing Party. The Managing Party, for this Joint Venture shall be: **TULLY CONSTRUCTION CO. INC**. Tully Construction and H&L will be subcontractors through the Joint Ventures and will perform their work as such and bill the JV on a monthly basis.

5. **PROJECT MANAGER:** The Managing Party with the agreement of the other Joint Venturer shall designate a Project Manager, who shall serve at its pleasure and be subject to only its control. The Project Manager shall manage and supervise the work called for by the Principal Contract and he shall have such specific powers as the Managing Party may, from time to time, delegate. Each party shall execute such documents as are required by the Managing Party to evidence the authority of the Managing party and the Project Manager.

6. **WORKING CAPITAL:** Shall be advanced by the Managing Partner

(a) All working capital advanced shall be repaid to the Managing Partner prior to the distribution of any profits or gains. Partial repayments of working capital shall be made to the Managing Partner prorata in the proportion its working capital advances bear to the total working capital advances as of the date of such repayment.

(b) The Managing Party will make use of working capital, investing it prudently in short-term securities, so that it will earn interest without interfering with payment of current obligations of the Venture as they become due.

(c) All monies either advanced by the parties to this Joint Venture, or received as payments under the Principal Contract or otherwise received, shall be treated and regarded as, and are hereby declared to be, trust funds for the performance of the Principal Contract and for no other purpose except as provided for in Article 11, Paragraph (c), until the Principal Contract shall have been fully completed and accepted by the Owner, and until all obligations of the parties hereto

shall be paid, otherwise discharged, or provided for by adequate reserves. Such reserves shall likewise be treated as trust funds until they shall have served the purposes for which they were created.

7. **BORROWED FUNDS:** No money shall be borrowed for the account of the Joint Venture, nor shall any funds due the Joint Venture be assigned, pledged or hypothecated, unless a majority of the parties agree in writing and, where appropriate, all parties become jointly and severally liable for the repayment thereof. If any monies are so borrowed, they shall be repaid in full prior to return of any working capital and distribution of gains or profits.

8. **BOOKS OF ACCOUNT:**

(a) Separate books of account for the performance of the Principal Contract and all pertinent matters shall be kept and maintained at the principal office of the Joint Venture. All records of the Joint Venture shall be open to examination at any time by any party. A monthly statement of accounts together with a summary or progress schedule and such other information as the parties may require shall be prepared by the Managing Party and distributed to all parties. Periodic audits of the books shall be made, and furnished by Cohn/Reznick or by such other persons as may be agreed upon by all the parties. Upon completion of the Principal Contract, there shall be a final audit of all accounts, records and other pertinent data and a complete and final accounting shall be furnished to each party for its approval and acceptance.

(b) To the extent records must be kept subsequent to the completion and acceptance by all the parties of the final accounting, they shall be kept at such place as the parties shall determine and the cost shall be borne by the parties in accordance with their proportionate interests.

9. **CONSTRUCTION COST:**

(a) Construction cost to be charged this Joint Venture shall include the costs of all subcontracts, labor, material, plant and equipment (purchased or rented), bonds, insurance, taxes on labor and material, legal and accounting fees, liabilities not secured by insurance, and all other expenses and obligations incurred or suffered in or about the performance of the Principal Contract which expenses and obligations are of a nature which under sound accounting practice would be properly charged as a cost of performance of the Principal Contract.

(b) The Managing Party shall notify all parties of the need for equipment and allow the parties the opportunity to furnish equipment to the Joint Venture.

(c) Equipment rented from a party shall be charged as a construction cost at a rate specifically agreed to by all Parties, not to exceed 75% of the rates established in the most current edition of the "Compliance of Rental Rates for Construction Equipment, by the Association of Equipment Distributors" (the "AED"). The rental rate for equipment not specifically listed in the AED shall be established by the Joint Venture at a monthly rate which does not exceed 3% of the cost of such equipment purchased new, but all such rates shall be subject to the review and approval of all parties.

(d) Construction cost shall not include any charge against the Joint Venture for any overhead expense or charge for the main or branch offices of any party, nor any charge for the time or travel expense of any officer, employee or agent of any party engaged in the business of the Joint Venture, except as such charge may be approved by all the parties.

10. <u>REPRESENTATIVES:</u> Each party shall appoint one or more representatives, but at least one representative and one alternate representative, who shall have full and complete authority to act on behalf of the appointing party in all matters pertaining to the performance of the Principal Contract and this Agreement. The representative(s) shall meet on call of the

Managing Party to act on pertinent matters. All decisions, commitments, agreements, undertakings, understandings or other matters shall be made, on behalf of each party, by its appointed representative(s) and such action shall be binding upon that party. Any party may change its representative(s) at any time by appropriate notice to the other parties.

REPRESENTATIVES

Peter K. Tully, President

Keith Haney, Managing Member

11. **DISPOSAL OF EQUIPMENT:** When appropriate, the Joint Venturers shall determine what part of the plant, equipment, tools and salvageable materials belonging to the Joint Venture are no longer needed. This surplus shall be disposed of as all the parties shall agree. In the event the parties are unable to agree, this surplus shall be disposed of as follows:

(a) At the expense of the Joint Venture, surplus equipment will be examined and appraised, item by item. A copy of the appraisal shall be furnished each party. Each party shall notify the Project Manager, in writing, within ten (10) days from the date of receipt of the appraisal of its election to purchase any such surplus at the appraised price. If more than one party elects to purchase the same lot or item of surplus, the item or lot will be sold to the party offering the higher price. Any surplus purchased under this sub-paragraph shall be paid for, in cash, within thirty (30) days of the date of election of final determination, whichever is later.

(b) Any surplus not disposed of pursuant to the above sub-paragraph (a), may be sold by the Joint Venture to any bona fide purchaser.

(c) Any surplus not disposed of pursuant to the above sub-paragraphs (a) and (b), shall be sold by the Joint Venture at public auction. A party to this Agreement may bid at such public auction.

(d) Any surplus not disposed of pursuant to the above sub-paragraphs, (a), (b) and (c), shall

be divided among the parties by the Joint Venture, by lot on the basis of its appraised value and in accordance with their proportionate interests. When a party has acquired any surplus pursuant to the foregoing, it shall thereafter be responsible for its prompt removal and care.

12. BANK ACCOUNTS: It is agreed that bank accounts, as follows, shall be opened at a banking institution which shall be designated by the Managing Party:

(a) a general account; and

b) a payroll account (if needed; parties agree it will be maintained and billed through the Joint Venture)

It is agreed that all revenues shall be deposited into the general account which shall be drawn upon as required for deposit to the payroll account. Checks drawn on either account shall require the signature of only a signatory for the Managing Party. The Managing Party shall provide a monthly summary of all checks drawn on the accounts to all parties.

13. DIVISION OF PROFITS: Upon completion of the Principal Contract, and after paying or providing for the payment of (a) all known costs and expenses, and (b) reserves for such unsettled claims, overruns and other contingencies as all the parties may reasonably agree, in their discretion, to be necessary and after repaying all sums advanced for working capital, the profits then remaining shall be distributed among the parties in accordance with their proportionate interests or as otherwise provided in this Agreement. Any remaining reserves or other undistributed funds shall be similarly distributed when no longer required.

14. BURDEN OF LOSSES:

(a) If the performance of the Principal Contract results in a loss, the parties shall be obligated in accordance with their respective interests for any such loss (irrespective of the fact that any party may have advanced more than its proportionate share of working capital as provided above). Such proportionate liability for each party for the bearing of losses shall continue with respect to any claims which, at any time either before or after the completion of the Principal Contract, shall be made against them, or any of them, by reason of the Joint Venture or any matter or thing in connection therewith.

(b) In the event of loss, each party shall advance its proportionate share of such loss in the manner provided in Paragraph 6, "WORKING CAPITAL," for contribution of working capital.

15. INSOLVENCY: Upon the bankruptcy or insolvency of any party, or should any party commit any act of bankruptcy or take advantage of any bankruptcy, reorganization, composition, or arrangement statute, then, from and after such date, such party, its successors or assigns (hereinafter referred to as the "insolvent party") and its representative(s) shall cease to have any voice in the management of this Joint Venture and the Principal Contract (anything in this Agreement to the contrary notwithstanding). All actions and decisions with respect to the Joint Venture and the Principal Contract shall thereafter be taken solely by the remaining parties and their representative(s). Notwithstanding the foregoing, the insolvent party shall remain liable for its share of any losses, and, provided it has met and continues to meet all required advances of working capital, shall be entitled to return of its working capital advanced and to receive its share of any profits with such distribution to be made at the time and in the manner provided in this Agreement.

16. ASSIGNMENT OR PLEDGE: It being acknowledged that each party is entering into this Agreement in reliance upon each other party being and remaining a party of this

Agreement, no party may assign, transfer, pledge or hypothecate its interest, or any part thereof, under this Joint Venture or under the Principal Contract or its interest in any property or monies of this Joint Venture except with the prior written consent of all the other parties and upon such terms as they may reasonably require.

17. **AMENDMENT** This agreement cannot be amended or waived except by an agreement in writing signed by the authorized representatives of both parties and specifically referring to this agreement.

18. **AGREEMENT WITH A PARTY:** No agreement for the performance of any work or the furnishing of any materials or equipment for this Joint Venture by any part shall be entered into by the Joint Venture without the prior approval of the Managing Party.

19. **APPROVALS:** Except in instances where the terms of this Agreement specifically require the consent or approval of all the parties, in the event all of the parties are unable to agree to any course of action permitted to be taken by them under this Agreement, the decision as to the course of action shall be referred to the American Arbitration Association within ten (10) days for resolution.

20. **NOTICE:** Where written notice is required to be given hereunder, it shall be deemed effective when delivered by certified mail, RRR.

21. **JURISDICTION:** All questions relative to the execution, validity, interpretation and performance of this Joint Venture Agreement shall be governed by the laws and State of New York.

22. **SINGLE INSTRUMENT:** This Joint Venture Agreement may be executed in any number of counterparts, each of which shall be deemed an original and together constitute a single instrument.

23. **PARAGRAPH HEADINGS:** The paragraph headings immediately following the paragraph numbers are for indexing convenience only and are not intended to be representative of the content of that paragraph and are not to be construed as being part of this Agreement.

24. **BINDING EFFECT:** This Agreement shall bind the parties hereto and their respective successors and assigns. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than the parties hereto, their successors and assigns, any right, remedy or claim under this Agreement or by reason hereof,

or any covenant, stipulation, promise or agreement hereof, and all covenants, stipulations, promises and agreements herein contained shall be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns.

25. **COMPLETE AGREEMENT:** This Agreement constitutes the final, complete and exclusive understanding between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements in regard thereto. The parties have not relied upon any promises, warranties or undertakings other than those expressly set forth in this Agreement. Nothing in this Agreement shall give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under this Agreement.

26. **ARBITRATION:** Any and all disputes of whatsoever nature arising out of, in connection with, resulting from or in any way related to this Agreement shall be submitted for determination in accordance with the then obtaining rules of the American Arbitration Association. Any hearings shall be in New York City. Any award or determination therein shall be enforceable in any court of competent jurisdiction.

27. **WAIVER:** The failure of either party to object to or to take affirmative action with respect to any conduct of the other Party which is in violation of the terms hereof, shall not be construed as a waiver thereof, nor of any subsequent breach or wrongful conduct. The rights and remedies set forth herein are intended to be cumulative, and the exercise of any right or remedy by either party shall not preclude or waive its exercise of any other rights or remedies hereunder or pursuant to law or equity.

28. **SEVERABILITY:** If any provision of this Agreement is deemed to be invalid or unenforceable by any court of competent jurisdiction, then the balance of this Agreement shall remain enforceable, and such invalid or unenforceable provision shall be enforced by such court to the maximum possible extent.

IN WITNESS WHEREOF, the undersigned parties have set their hands the day and date first above written.

TULLY CONSTRUCTION CO., INC.

BY:

PETER K. TULLY, President

H&L CONTRACTING LLC

BY:

KEITH HANEY, Managing Member

Business Ownership
Structure As Of June 30, 2026



H&L Contracting LLC	Will be participating on construction contracts
H&L Towing Inc	No participation on construction contracts
Village Dock Contracting Inc	No participation on construction contracts
North Columbia LLC	No participation on construction contracts
JCK Leasing Inc	No participation on construction contracts
Ocean Hampton LLC	No participation on construction contracts
Ocean Hampton II LLC	No participation on construction contracts
Suffolk Asphalt Supply Inc	No participation on construction contracts
JCK3 Properties Inc	No participation on construction contracts
133 Old Northport Road LLC	No participation on construction contracts
133B Old Northport Road LLC	No participation on construction contracts
135 Old Northport Road LLC	No participation on construction contracts
137 Old Northport Road LLC	No participation on construction contracts
Johnson Road LLC	No participation on construction contracts
MPJ Holdings LLC	No participation on construction contracts
38 Homan LLC	No participation on construction contracts
JCK 10 Properties Inc	No participation on construction contracts
Anglers Edge Inc	No participation on construction contracts
Rason Materials Cedarhurst Inc	No participation on construction contracts

Keith Haney
Chris Haney
James Haney III





Village Dock Inc — No participation on construction contracts
Village Dock Contracting Inc. — 100%



JOCAR ASPHALT LLC/DBA Rason Materials — Maybe participating on construction contracts
JCKD Material Corp — 100%



JCKD Material Corp — Maybe participating on construction contracts
RASON Materials Inc — Maybe participating on construction contracts
139 Old Northport Road LLC Rogers Associates LLC — No participation on construction contracts
No participation on construction contracts

Keith Haney
Chris Haney
James Haney III
David Shakesby





Kings Park Materials LLC — Maybe participating on construction contracts
Keith Haney
Chris Haney
James Haney III
David Shakesby
Paul Farino





Kings Park Emulsion LLC — Maybe participating on construction contracts
Kings Park Recycling LLC — Maybe participating on construction contracts
Keith Haney
Chris Haney
James Haney III
Paul Farino



Business Ownership Structure
As Of June 30,2026

Minority Interests

Gibson and Cushman Contracting LLC — No participation on construction contracts
Peter Hough [redacted]
Village Dock Inc [redacted]

S&P Realty of L.I. Inc — No participation on construction contracts
Keith Haney [redacted]
Chris Haney
James Haney III
David Shakesby

SCATT Materials Corp — No participation on construction contracts
Keith Haney [redacted]
Chris Haney
James Haney III
David Shakesby

Z&P Realty of L.I. Inc. — No participation on construction contracts
Keith Haney [redacted]
Chris Haney
James Haney III
David Shakesby

Posillico/H&L - A JV — **No participation on construction contracts**
Joseph K Posillico [redacted]
Keith Haney [redacted]

Tully-HL a JV — **No participation on construction contracts**
Peter K Tully-President [redacted]
Keith Haney-Managing Member [redacted]

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: July 8, 2026

SUBJECT: **RECOMMENDATION OF AWARD**

Contract Number:	H63029-26GR
Title:	Rehabilitation of Bannister Creek Bridge PIN 0762.06 / BIN 5520290
Engineer's Estimate:	$6,423,304.00
BIDS RECEIVED ON:	June 9, 2026

The Bids received for the above referenced contract have been examined, as tabulated in the bid comparison (attached). The bid submitted by H & L Contracting (H & L), in the amount of $5,864,790.00 is acceptable as the lowest responsible bidder.

The low bid by H&L is 8.70% below the engineer's estimate. H&L's unit bid prices appear to be reasonable in comparison with the other low bidders, the Engineer's Estimate, and the NYSDOT Statewide Weighted Average Price. Adequate funding is available in Capital Project 63029. After reviewing all documentation submitted by the contractor, it was found that H&L meets the required goals for this project.

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

Michael Kwaschyn

Michael Kwaschyn
Commissioner

MK:TMG:jd
Attachments
c: Thomas M. George, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Paggi, Chief Engineer
Saji Varughese, Project Manager III
Andrea Pereira, Civil Engineer II

APPROVED:

Arthur T. Walsh Date 7/9/26
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

S:\SAN\Support Staff\Author\Pereira, Andrea\MK to ATW ROA H63029-26GR Rehabilitation Bannister Creek Bridge.ap.docx

H63029-26GR - General Contracting

Rehabilitation of Bannister Creek Bridge - PIN 0762.06

Bid Opening: 6 /9 /2026

Engineer: Andrea Pereira **Phone:** (516) 571-9673

Contractor	Address	Insurance	Payment	Bid Amount	Alternate Bid
H & L Contracting, LLC	140 Adams Ave Suite B14 Hauppauge, NY 11788	Arch Insurance Company	10% of Bid Amount	$5,864,790.00	$0.00
Thomas Novelli Contracting	41 Sarah Drive Farmingdale, NY 11735	Liberty Mutual Insurance Comp	10% of Bid Amount	$6,424,263.00	$0.00
Posillico Civil, Inc.	1750 New Highway Farmingdale, NY 11735	Liberty Mutual Insurance Comp	10% of Bid Amount	$7,094,309.28	$0.00
John Civetta & Sons, Inc.	1123 Bronx River Avenue Bronx, NY 10472-3101	Berkley Insurance Company	10% of Bid Amount	$8,947,500.00	$0.00

The above is a review of the bids and subsequent list of all the bids that were read aloud at the public bid opening. Listed bids may be subsequently withdrawn or disqualified. The list does not reflect the Department's determination of the lowest responsible bidder.

NV5

BID ANALYSIS
NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
REHABILITATION OF BANNISTER CREEK BRIDGE
VILLAGE OF LAWRENCE, NASSAU COUNTY, NY
PIN 0762.06 / BIN 5520290
Bid Opening: June 9, 2026

				ENGINEER'S ESTIMATE		LOW BIDDER 1. H & L Contracting, LLC				2. Thomas Novelli Contracting				3. Posillico Civil, Inc.				4. John Civetta & Sons, Inc.				AVERAGE OF BIDS	
ITEM #	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	% DIFF	MAJOR OR MINOR	UNIT PRICE	TOTAL COST	% DIFF	MAJOR OR MINOR	UNIT PRICE	TOTAL COST	% DIFF	MAJOR OR MINOR	UNIT PRICE	TOTAL COST	% DIFF	MAJOR OR MINOR	UNIT PRICE	TOTAL COST
201.06	CLEARING AND GRUBBING	LS	1	$60,000.00	$60,000.00	$10,000.00	$10,000.00	-500.00%	Minor	$20,000.00	$20,000.00	-200.00%	Minor	$120,000.00	$120,000.00	100.00%	Major	$40,000.00	$40,000.00	-50.00%	Minor	$15,000.00	$15,000.00
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	1,055	$100.00	$105,500.00	$339.00	$357,645.00	239.00%	Major	$100.00	$105,500.00	0.00%	Major	$50.00	$52,750.00	-100.00%	Minor	$180.00	$189,900.00	80.00%	Major	$219.50	$231,572.50
203.02000001	UNCLASSIFIED EXCAVATION AND DISPOSAL, OTHER LOCATIONS	CY	90	$200.00	$18,000.00	$420.00	$37,800.00	110.00%	Minor	$150.00	$13,500.00	-33.33%	Minor	$200.00	$18,000.00	0.00%	Minor	$700.00	$63,000.00	250.00%	Minor	$285.00	$25,650.00
203.06	SELECT FILL	CY	430	$35.00	$15,050.00	$200.00	$86,000.00	471.43%	Minor	$20.00	$8,600.00	-75.00%	Minor	$40.00	$17,200.00	14.29%	Minor	$180.00	$77,400.00	414.29%	Minor	$110.00	$47,300.00
203.07	SELECT GRANULAR FILL	CY	806	$45.00	$36,270.00	$160.00	$128,960.00	255.56%	Major	$30.00	$24,180.00	-50.00%	Minor	$50.00	$40,300.00	11.11%	Minor	$162.00	$130,572.00	260.00%	Major	$95.00	$76,570.00
206.01	STRUCTURE EXCAVATION	CY	17	$150.00	$2,550.00	$300.00	$5,100.00	100.00%	Minor	$200.00	$3,400.00	33.33%	Minor	$100.00	$1,700.00	-50.00%	Minor	$620.00	$10,540.00	313.33%	Minor	$250.00	$4,250.00
206.0201	TRENCH AND CULVERT EXCAVATION	CY	62	$125.00	$7,750.00	$3.00	$186.00	-4066.67%	Minor	$100.00	$6,200.00	-25.00%	Minor	$150.00	$9,300.00	20.00%	Minor	$452.00	$28,024.00	261.60%	Minor	$51.50	$3,193.00
206.05	TEST PIT EXCAVATION	EA	5	$2,250.00	$11,250.00	$2,000.00	$10,000.00	-12.50%	Minor	$2,500.00	$12,500.00	11.11%	Minor	$2,000.00	$10,000.00	-12.50%	Minor	$7,500.00	$37,500.00	233.33%	Minor	$2,250.00	$11,250.00
207.20	GEOTEXTILE BEDDING	SY	125	$15.00	$1,875.00	$29.00	$3,625.00	93.33%	Minor	$30.00	$3,750.00	100.00%	Minor	$3.00	$375.00	-400.00%	Minor	$25.00	$3,125.00	66.67%	Minor	$29.50	$3,687.50
209.11010024	TEMPORARY CATCH BASIN INSERT - TRASH, SEDIMENT, AND DEBRIS REMOVAL	EA	7	$475.00	$3,325.00	$220.00	$1,540.00	-115.91%	Minor	$400.00	$2,800.00	-18.75%	Minor	$550.00	$3,850.00	15.79%	Minor	$3,500.00	$24,500.00	636.84%	Minor	$310.00	$2,170.00
209.1501	TURBIDITY CURTAIN - TEMPORARY	LF	853	$60.00	$51,180.00	$45.00	$38,385.00	-33.33%	Minor	$60.00	$51,180.00	0.00%	Minor	$60.00	$51,180.00	0.00%	Minor	$126.00	$107,478.00	110.00%	Major	$52.50	$44,782.50
304.10119917	SUBBASE COURSE, TYPE 1011-2	CY	96	$170.00	$16,320.00	$596.00	$57,216.00	250.59%	Minor	$100.00	$9,600.00	-70.00%	Minor	$270.00	$25,920.00	58.82%	Minor	$150.00	$14,400.00	-13.33%	Minor	$348.00	$33,408.00
404.0189	TRUE & LEVELING F9, ASPHALT, 80 SERIES COMPACTION	TN	75	$175.00	$13,125.00	$236.00	$17,700.00	34.86%	Minor	$200.00	$15,000.00	14.29%	Minor	$140.00	$10,500.00	-25.00%	Minor	$600.00	$45,000.00	242.86%	Minor	$218.00	$16,350.00
404.0981	9.5 F1 TOP COURSE ASPHALT, 80 SERIES COMPACTION	TN	539	$190.00	$102,410.00	$236.00	$127,204.00	24.21%	Major	$200.00	$107,800.00	5.26%	Major	$140.00	$75,460.00	-35.71%	Minor	$350.00	$188,650.00	84.21%	Major	$218.00	$117,502.00
404.1989	19 F9 BINDER COURSE ASPHALT, 80 SERIES COMPACTION	TN	298	$300.00	$89,400.00	$269.00	$80,162.00	-11.52%	Minor	$200.00	$59,600.00	-50.00%	Minor	$400.00	$119,200.00	33.33%	Major	$350.00	$104,300.00	16.67%	Major	$234.50	$69,881.00
404.2589	25 F9 BINDER COURSE ASPHALT, 80 SERIES COMPACTION	TN	191	$300.00	$57,300.00	$269.00	$51,379.00	-11.52%	Minor	$200.00	$38,200.00	-50.00%	Minor	$400.00	$76,400.00	33.33%	Minor	$350.00	$66,850.00	16.67%	Minor	$234.50	$44,789.50
404.3789	37.5 F9 BASE COURSE ASPHALT, 80 SERIES COMPACTION	TN	24	$300.00	$7,200.00	$269.00	$6,456.00	-11.52%	Minor	$200.00	$4,800.00	-50.00%	Minor	$400.00	$9,600.00	33.33%	Minor	$600.00	$14,400.00	100.00%	Minor	$234.50	$5,628.00
407.0102	DILUTED TACK COAT	GAL	1,033	$6.00	$6,198.00	$3.00	$3,099.00	-100.00%	Minor	$8.00	$8,264.00	33.33%	Minor	$0.10	$103.30	-5900.00%	Minor	$60.00	$61,980.00	900.00%	Minor	$5.50	$5,681.50
418.7603	ASPHALT PAVEMENT JOINT ADHESIVE	LF	1,460	$12.00	$17,520.00	$2.00	$2,920.00	-500.00%	Minor	$10.00	$14,600.00	-20.00%	Minor	$15.00	$21,900.00	25.00%	Minor	$5.00	$7,300.00	-140.00%	Minor	$6.00	$8,760.00
490.30	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE	SY	2,880	$15.00	$43,200.00	$15.00	$43,200.00	0.00%	Minor	$15.00	$43,200.00	0.00%	Minor	$3.00	$8,640.00	-400.00%	Minor	$60.00	$172,800.00	300.00%	Major	$15.00	$43,200.00
520.05000010	SAW CUTTING PCC AND COMPOSITE PAVEMENT	LF	28	$70.00	$1,960.00	$8.00	$224.00	-775.00%	Minor	$20.00	$560.00	-250.00%	Minor	$130.00	$3,640.00	85.71%	Minor	$30.00	$840.00	-133.33%	Minor	$14.00	$392.00
520.09000010	SAW CUTTING ASPHALT CONCRETE	LF	1,008	$15.00	$15,120.00	$3.50	$3,528.00	-328.57%	Minor	$20.00	$20,160.00	33.33%	Minor	$7.00	$7,056.00	-114.29%	Minor	$20.00	$20,160.00	33.33%	Minor	$11.75	$11,844.00
552.13	TEMPORARY STEEL SHEETING	SF	9,216	$6.00	$55,296.00	$27.00	$248,832.00	350.00%	Major	$30.00	$276,480.00	400.00%	Major	$1.00	$9,216.00	-500.00%	Minor	$40.00	$368,640.00	566.67%	Major	$28.50	$262,656.00
552.17	SHIELDS AND SHORING	SF	8,582	$3.00	$25,746.00	$1.00	$8,582.00	-200.00%	Minor	$5.00	$42,910.00	66.67%	Minor	$1.00	$8,582.00	-200.00%	Minor	$5.00	$42,910.00	66.67%	Minor	$3.00	$25,746.00
553.020001	COFFERDAMS (TYPE 2)	LS	2	$650,000.00	$1,300,000.00	$496,000.00	$992,000.00	-31.05%	Major	$700,000.00	$1,400,000.00	7.69%	Major	$825,000.00	$1,650,000.00	26.92%	Major	$600,000.00	$1,200,000.00	-8.33%	Major	$598,000.00	$1,196,000.00
555.80020001	CRACK REPAIR BY EPOXY INJECTION (RESTORATION)	LF	676	$200.00	$135,200.00	$250.00	$169,000.00	25.00%	Major	$200.00	$135,200.00	0.00%	Major	$200.00	$135,200.00	0.00%	Major	$330.00	$223,080.00	65.00%	Major	$225.00	$152,100.00
557.1011	STRUCTURAL APPROACH SLAB WITH INTEGRAL WEARING SURFACE- TYPE 1 FRICTION	SY	600	$700.00	$420,000.00	$500.00	$300,000.00	-40.00%	Major	$650.00	$390,000.00	-7.69%	Major	$500.00	$300,000.00	-40.00%	Major	$800.00	$480,000.00	14.29%	Major	$575.00	$345,000.00
558.02	LONGITUDINAL SAWCUT GROOVING OF STRUCTURAL SLAB SURFACE	SY	600	$50.00	$30,000.00	$96.00	$57,600.00	92.00%	Minor	$100.00	$60,000.00	100.00%	Minor	$5.00	$3,000.00	-900.00%	Minor	$70.00	$42,000.00	40.00%	Minor	$98.00	$58,800.00
559.04	PROTECTIVE SEALING OF CONCRETE WITH COATING TYPE PROTECTIVE SEALER	SF	22,761	$7.00	$159,327.00	$8.00	$182,088.00	14.29%	Major	$6.00	$136,566.00	-16.67%	Major	$6.00	$136,566.00	-16.67%	Major	$7.00	$159,327.00	0.00%	Major	$7.00	$159,327.00
564.510001	STRUCTURAL STEEL	LB	9,487	$12.00	$113,844.00	$25.00	$237,175.00	108.33%	Major	$30.00	$284,610.00	150.00%	Major	$18.00	$170,766.00	50.00%	Major	$40.00	$379,480.00	233.33%	Major	$27.50	$260,892.50
567.64000116	REPLACE COMPRESSION MATERIAL FOR EXISTING BRIDGE JOINT ITEM	LF	226	$225.00	$50,850.00	$130.00	$29,380.00	-73.08%	Minor	$200.00	$45,200.00	-12.50%	Minor	$350.00	$79,100.00	55.56%	Minor	$1,500.00	$339,000.00	566.67%	Major	$165.00	$37,290.00
568.51	STEEL BRIDGE RAILING (FOUR RAIL)	LF	68	$500.00	$34,000.00	$669.00	$45,492.00	33.80%	Minor	$500.00	$34,000.00	0.00%	Minor	$498.00	$33,864.00	-0.40%	Minor	$1,361.00	$92,548.00	172.20%	Minor	$584.50	$39,746.00
568.70	TRANSITION BRIDGE RAILING	LF	136	$300.00	$40,800.00	$335.00	$45,560.00	11.67%	Minor	$300.00	$40,800.00	0.00%	Minor	$276.00	$37,536.00	-8.70%	Minor	$748.00	$101,728.00	149.33%	Major	$317.50	$43,180.00
570.01	LEAD EXPOSURE CONTROL PLAN	LS	1	$15,000.00	$15,000.00	$5,000.00	$5,000.00	-200.00%	Minor	$20,000.00	$20,000.00	33.33%	Minor	$14,000.00	$14,000.00	-7.14%	Minor	$4,000.00	$4,000.00	-275.00%	Minor	$12,500.00	$12,500.00
570.02	MEDICAL TESTING	DC	3,000	$1.00	$3,000.00	$1.00	$3,000.00	0.00%	Minor	$1.00	$3,000.00	0.00%	Minor	$1.00	$3,000.00	0.00%	Minor	$1.00	$3,000.00	0.00%	Minor	$1.00	$3,000.00
570.03	PERSONAL EXPOSURE MONITORING SAMPLE ANALYSIS	DC	400	$1.00	$400.00	$1.00	$400.00	0.00%	Minor	$1.00	$400.00	0.00%	Minor	$1.00	$400.00	0.00%	Minor	$1.00	$400.00	0.00%	Minor	$1.00	$400.00
570.04	DECONTAMINATION FACILITIES	CW	2	$3,000.00	$6,000.00	$800.00	$1,600.00	-275.00%	Minor	$5,000.00	$10,000.00	66.67%	Minor	$1,141.99	$2,283.98	-162.70%	Minor	$2,000.00	$4,000.00	-50.00%	Minor	$2,900.00	$5,800.00
570.090001	ENVIRONMENTAL GROUND PROTECTION	LS	1	$14,000.00	$14,000.00	$3,600.00	$3,600.00	-288.89%	Minor	$10,000.00	$10,000.00	-40.00%	Minor	$23,000.00	$23,000.00	64.29%	Minor	$10,000.00	$10,000.00	-40.00%	Minor	$6,800.00	$6,800.00
570.100001	ENVIRONMENTAL WATERWAY PROTECTION	LS	1	$12,000.00	$12,000.00	$3,600.00	$3,600.00	-233.33%	Minor	$5,000.00	$5,000.00	-140.00%	Minor	$23,000.00	$23,000.00	91.67%	Minor	$3,500.00	$3,500.00	-242.86%	Minor	$4,300.00	$4,300.00
570.160001	CLASS B CONTAINMENT FOR PAINT REMOVAL	LS	1	$30,000.00	$30,000.00	$14,800.00	$14,800.00	-102.70%	Minor	$50,000.00	$50,000.00	66.67%	Minor	$23,000.00	$23,000.00	-30.43%	Minor	$50,000.00	$50,000.00	66.67%	Minor	$32,400.00	$32,400.00
571.03	DISPOSAL OF HAZARDOUS PAINT WASTE CONTAINING LEAD	LB	4,100	$2.00	$8,200.00	$3.00	$12,300.00	50.00%	Minor	$4.00	$16,400.00	100.00%	Minor	$0.01	$41.00	-19900.00%	Minor	$15.00	$61,500.00	650.00%	Minor	$3.50	$14,350.00
579.02	REINFORCING BAR EXPOSURE	SF	30	$250.00	$7,500.00	$1,600.00	$48,000.00	540.00%	Minor	$50.00	$1,500.00	-400.00%	Minor	$490.00	$14,700.00	96.00%	Minor	$400.00	$12,000.00	60.00%	Minor	$825.00	$24,750.00
580.01	REMOVAL OF STRUCTURAL CONCRETE	CY	7	$6,000.00	$42,000.00	$7,700.00	$53,900.00	28.33%	Minor	$5,000.00	$35,000.00	-20.00%	Minor	$9,500.00	$66,500.00	58.33%	Minor	$6,500.00	$45,500.00	8.33%	Minor	$6,350.00	$44,450.00
581.01	REMOVAL OF BITUMINOUS CONCRETE OVERLAY (BRIDGE)	SF	5,880	$10.00	$58,800.00	$2.00	$11,760.00	-400.00%	Minor	$20.00	$117,600.00	100.00%	Major	$5.00	$29,400.00	-100.00%	Minor	$13.00	$76,440.00	30.00%	Minor	$11.00	$64,680.00
582.0051	REMOVAL AND REPLACEMENT OF STRUCTURAL CONCRETE	CY	25	$2,250.00	$56,250.00	$8,200.00	$205,000.00	264.44%	Major	$2,000.00	$50,000.00	-12.50%	Minor	$2,500.00	$62,500.00	11.11%	Minor	$11,535.00	$288,375.00	412.67%	Major	$5,100.00	$127,500.00
582.0061	REMOVAL OF STRUCTURAL CONCRETE - REPLACEMENT WITH VERTICAL AND OVERHEAD PATCHING MATERIAL	SF	1,161	$325.00	$377,325.00	$400.00	$464,400.00	23.08%	Major	$300.00	$348,300.00	-8.33%	Major	$350.00	$406,350.00	7.69%	Major	$416.00	$482,976.00	28.00%	Major	$350.00	$406,350.00
586.0201	DRILLING AND GROUTING BOLTS OR REINFORCEMENT BARS	EA	218	$100.00	$21,800.00	$120.00	$26,160.00	20.00%	Minor	$40.00	$8,720.00	-150.00%	Minor	$150.00	$32,700.00	50.00%	Minor	$90.00	$19,620.00	-11.11%	Minor	$80.00	$17,440.00
587.01	BRIDGE RAILING REMOVAL AND DISPOSAL	LF	65	$125.00	$8,125.00	$50.00	$3,250.00	-150.00%	Minor	$100.00	$6,500.00	-25.00%	Minor	$150.00	$9,750.00	20.00%	Minor	$150.00	$9,750.00	20.00%	Minor	$75.00	$4,875.00
595.50000018	SHEET-APPLIED WATERPROOFING MEMBRANE	SF	475	$75.00	$35,625.00	$36.00	$17,100.00	-108.33%	Minor	$50.00	$23,750.00	-50.00%	Minor	$150.00	$71,250.00	100.00%	Minor	$40.00	$19,000.00	-87.50%	Minor	$43.00	$20,425.00
603.6102	REINFORCED CONCRETE PIPE CLASS IV, 15 INCH DIAMETER	LF	18	$250.00	$4,500.00	$487.00	$8,766.00	94.80%	Minor	$200.00	$3,600.00	-25.00%	Minor	$300.00	$5,400.00	20.00%	Minor	$300.00	$5,400.00	20.00%	Minor	$343.50	$6,183.00
603.6103	REINFORCED CONCRETE PIPE CLASS IV, 18 INCH DIAMETER	LF	411	$300.00	$123,300.00	$150.00	$61,650.00	-100.00%	Minor	$250.00	$102,750.00	-20.00%	Major	$400.00	$164,400.00	33.33%	Major	$225.00	$92,475.00	-33.33%	Minor	$200.00	$82,200.00
604.07260011	CONNECTION TO EXISTING DRAINAGE FACILITIES	EA	5	$2,250.00	$11,250.00	$1,600.00	$8,000.00	-40.63%	Minor	$2,000.00	$10,000.00	-12.50%	Minor	$2,400.00	$12,000.00	6.67%	Minor	$2,500.00	$12,500.00	11.11%	Minor	$1,800.00	$9,000.00
604.501012	SPECIAL DRAINAGE STRUCTURE (TYPE A CATCH BASIN - 48")	LF	20	$2,300.00	$46,000.00	$1,800.00	$36,000.00	-27.78%	Minor	$2,500.00	$50,000.00	8.70%	Minor	$2,000.00	$40,000.00	-15.00%	Minor	$900.00	$18,000.00	-155.56%	Minor	$2,150.00	$43,000.00
604.501014	SPECIAL DRAINAGE STRUCTURE (TYPE A CATCH BASIN - 72")	LF	8	$2,500.00	$20,000.00	$1,950.00	$15,600.00	-28.21%	Minor	$2,500.00	$20,000.00	0.00%	Minor	$2,100.00	$16,800.00	-19.05%	Minor	$1,300.00	$10,400.00	-92.31%	Minor	$2,225.00	$17,800.00
604.501022	SPECIAL DRAINAGE STRUCTURE (MANHOLE - 48")	LF	10	$2,750.00	$27,500.00	$1,400.00	$14,000.00	-96.43%	Minor	$2,500.00	$25,000.00	-10.00%	Minor	$3,000.00	$30,000.00	9.09%	Minor	$450.00	$4,500.00	-511.11%	Minor	$1,950.00	$19,500.00
606.10	BOX BEAM GUIDE RAILING	LF	341	$150.00	$51,150.00	$80.00	$27,280.00	-87.50%	Minor	$200.00	$68,200.00	33.33%	Minor	$75.00	$25,575.00	-100.00%	Minor	$150.00	$54,219.00	6.00%	Minor	$140.00	$47,740.00
606.100002	BOX BEAM GUIDE RAILING (SHOP BENT OR SHOP MITERED)	LF	9	$200.00	$1,800.00	$130.00	$1,170.00	-53.85%	Minor	$400.00	$3,600.00	100.00%	Minor	$124.00	$1,116.00	-61.29%	Minor	$168.00	$1,512.00	-19.05%	Minor	$265.00	$2,385.00
606.120101	BOX BEAM END PIECE	EA	2	$2,700.00	$5,400.00	$1,025.00	$2,050.00	-163.41%	Minor	$5,000.00	$10,000.00	85.19%	Minor	$975.00	$1,950.00	-176.92%	Minor	$2,104.00	$4,208.00	-28.33%	Minor	$3,012.50	$6,025.00
606.120201	BOX BEAM GUIDE RAILING END ASSEMBLY, TYPE IIA	EA	2	$3,500.00	$7,000.00	$2,850.00	$5,700.00	-22.81%	Minor	$5,000.00	$10,000.00	42.86%	Minor	$2,700.00	$5,400.00	-29.63%	Minor	$10,900.00	$21,800.00	211.43%	Minor	$3,925.00	$7,850.00
606.73	REMOVING AND DISPOSING BOX BEAM GUIDE RAILING	LF	110	$35.00	$3,850.00	$65.00	$7,150.00	85.71%	Minor	$20.00	$2,200.00	-75.00%	Minor	$65.00	$7,150.00	85.71%	Minor	$129.00	$14,190.00	268.57%	Minor	$42.50	$4,675.00
607.30020010	STEEL CHAIN LINK FENCE WITH TOP RAIL, 6FT HIGH	LF	141	$125.00	$17,625.00	$130.00	$18,330.00	4.00%	Minor	$140.00	$19,740.00	12.00%	Minor	$128.00	$18,048.00	2.40%	Minor	$190.00	$26,790.00	52.00%	Minor	$135.00	$19,035.00
607.96000008	REMOVE AND DISPOSE EXISTING FENCE	LF	110	$25.00	$2,750.00	$30.00	$3,300.00	20.00%	Minor	$20.00	$2,200.00	-25.00%	Minor	$30.00	$3,300.00	20.00%	Minor	$87.00	$9,570.00	248.00%	Minor	$25.00	$2,750.00
607.99870011	REMOVE EXISTING CHAIN-LINK FENCE	LF	169	$25.00	$4,225.00	$20.00	$3,380.00	-25.00%	Minor	$50.00	$8,450.00	100.00%	Minor	$20.00	$3,380.00	-25.00%	Minor	$87.00	$14,703.00	248.00%	Minor	$35.00	$5,915.00
608.0101	CONCRETE SIDEWALKS AND DRIVEWAYS	CY	11	$1,500.00	$16,500.00	$1,300.00	$14,300.00	-15.38%	Minor	$1,200.00	$13,200.00	-25.00%	Minor	$2,200.00	$24,200.00	46.67%	Minor	$1,800.00	$19,800.00	20.00%	Minor	$1,250.00	$13,750.00
608.01030008	REMOVAL AND REPLACEMENT OF CONCRETE SIDEWALK AND SUBBASE COURSE	SY	45	$320.00	$14,400.00	$75.00	$3,375.00	-326.67%	Minor	$300.00	$13,500.00	-6.67%	Minor	$360.00	$16,200.00	12.50%	Minor	$300.00	$13,500.00	-6.67%	Minor	$187.50	$8,437.50
608.020102	HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS, AND VEGETATION CONTROL STRIPS	TON	9	$450.00	$4,050.00	$490.00	$4,410.00	8.89%	Minor	$300.00	$2,700.00	-50.00%	Minor	$600.00	$5,400.00	33.33%	Minor	$800.00	$7,200.00	77.78%	Minor	$395.00	$3,555.00
608.21	EMBEDDED DETECTABLE WARNING UNITS	SY	5	$500.00	$2,500.00	$585.00	$2,925.00	17.00%	Minor	$400.00	$2,000.00	-25.00%	Minor	$585.00	$2,925.00	17.00%	Minor	$300.00	$1,500.00	-66.67%	Minor	$492.50	$2,462.50
609.0401	CAST-IN-PLACE CONCRETE CURB TYPE VF6	LF	422	$85.00	$35,870.00	$110.00	$46,420.00	29.41%	Minor	$60.00	$25,320.00	-41.67%	Minor	$120.00	$50,640.00	41.18%	Minor	$200.00	$84,400.00	135.29%	Minor	$85.00	$35,870.00
609.0407	CAST-IN-PLACE CONCRETE CURB TYPE T4	LF	205	$90.00	$18,450.00	$127.00	$26,035.00	41.11%	Minor	$60.00	$12,300.00	-50.00%	Minor	$130.00	$26,650.00	44.44%	Minor	$200.00	$41,000.00	122.22%	Minor	$93.50	$19,167.50
610.1402	TOPSOIL - ROADSIDE	CY	28	$100.00	$2,800.00	$110.00	$3,080.00	10.00%	Minor	$100.00	$2,800.00	0.00%	Minor	$110.00	$3,080.00	10.00%	Minor	$400.00	$11,200.00	300.00%	Minor	$105.00	$2,940.00
610.1403	TOPSOIL - LAWNS	CY	18	$105.00	$1,890.00	$110.00	$1,980.00	4.76%	Minor	$100.00	$1,800.00	-5.00%	Minor	$110.00	$1,980.00	4.76%	Minor	$400.00	$7,200.00	280.95%	Minor	$105.00	$1,890.00
610.1601	TURF ESTABLISHMENT - ROADSIDE	SY	378	$8.00	$3,024.00	$3.25	$1,228.50	-146.15%	Minor	$15.00	$5,670.00	87.50%	Minor	$3.25	$1,228.50	-146.15%	Minor	$45.00	$17,010.00	462.50%	Minor	$9.13	$3,449.25
610.1602	TURF ESTABLISHMENT - LAWNS	SY	155	$15.00	$2,325.00	$3.50	$542.50	-328.57%	Minor	$30.00	$4,650.00	100.00%	Minor	$3.50	$542.50	-328.57%	Minor	$45.00	$6,975.00	200.00%	Minor	$16.75	$2,596.25
614.060104	TREE REMOVAL OVER 4 INCHES TO 6 INCHES DIAMETER BREAST HEIGHT - STUMPS GRUBBED	EA	1	$1,200.00	$1,200.00	$900.00	$900.00	-33.33%	Minor	$1,000.00	$1,000.00	-20.00%	Minor	$1,500.00	$1,500.00	25.00%	Minor	$1,500.00	$1,500.00	25.00%	Minor	$950.00	$950.00
619.01	BASIC WORK ZONE TRAFFIC CONTROL	LS	1	$800,000.00	$800,000.00	$135,000.00	$135,000.00	-492.59%	Major	$500,000.00	$500,000.00	-60.00%	Major	$1,075,500.00	$1,075,500.00	34.44%	Major	$0.00	$0.00	0.00%	Minor	$317,500.00	$317,500.00
619.080101	REMOVE PAVEMENT MARKING STRIPES, TRAFFIC PAINT	LF	200	$5.00	$1,000.00	$1.95	$390.00	-156.41%	Minor	$10.00	$2,000.00	100.00%	Minor	$3.50	$700.00	-42.86%	Minor	$2.40	$480.00	-108.33%	Minor	$5.98	$1,195.00
619.0901	TEMPORARY PAVEMENT MARKINGS STRIPES (TRAFFIC PAINT)	LF	7,640	$2.00	$15,280.00	$1.15	$8,786.00	-73.91%	Minor	$2.00	$15,280.00	0.00%	Minor	$2.00	$15,280.00	0.00%	Minor	$1.40	$10,696.00	-42.86%	Minor	$1.58	$12,033.00
619.110511	(PVMS) STANDARD SIZE - FULL MATRIX (LED) NO OPTIONAL EQUIPMENT SPECIFIED, NO CELLULAR COMMUNICATIONS	EA	2	$12,000.00	$24,000.00	$2,500.00	$5,000.00	-380.00%	Minor	$15,000.00	$30,000.00	25.00%	Minor	$6,000.00	$12,000.00	-100.00%	Minor	$32,500.00	$65,000.00	170.83%	Minor	$8,750.00	$17,500.00
619.1716	TEMPORARY POSITIVE BARRIER - CATEGORY 6 (PINNING REQUIRED)	LF	1,880	$65.00	$122,200.00	$50.00	$94,000.00	-30.00%	Major	$50.00	$94,000.00	-30.00%	Minor	$85.00	$159,800.00	30.77%	Major	$128.00	$240,640.00	96.92%	Major	$50.00	$94,000.00
619.1719	WARNING LIGHTS ON TEMPORARY POSITIVE BARRIERS	EA	215	$20.00	$4,300.00	$12.00	$2,580.00	-66.67%	Minor	$20.00	$4,300.00	0.00%	Minor	$5.00	$1,075.00	-300.00%	Minor	$60.00	$12,900.00	200.00%	Minor	$16.00	$3,440.00
619.24	NIGHTTIME OPERATIONS	LS	1	$125,000.00	$125,000.00	$27,000.00	$27,000.00	-362.96%	Minor	$200,000.00	$200,000.00	60.00%	Major	$50,000.00	$50,000.00	-150.00%	Minor	$99,000.00	$99,000.00	-26.26%	Major	$113,500.00	$113,500.00
619.67020010	TEMPORARY LIGHTING SYSTEMS	LS	1	$45,000.00	$45,000.00	$5,000.00	$5,000.00	-800.00%	Minor	$50,000.00	$50,000.00	11.11%	Minor	$50,000.00	$50,000.00	11.11%	Minor	$200,000.00	$200,000.00	344.44%	Major	$27,500.00	$27,500.00
620.04	STONE FILLING (MEDIUM)	CY	90	$250.00	$22,500.00	$496.00	$44,640.00	98.40%	Minor	$300.00	$27,000.00	20.00%	Minor	$250.00	$22,500.00	0.00%	Minor	$500.00	$45,000.00	100.00%	Minor	$398.00	$35,820.00
625.01	SURVEY OPERATIONS	LS	1	$80,000.00	$80,000.00	$16,900.00	$16,900.00	-373.37%	Minor	$30,000.00	$30,000.00	-166.67%	Minor	$150,000.00	$150,000.00	87.50%	Major	$100,000.00	$100,000.00	25.00%	Major	$23,450.00	$23,450.00
633.11	CLEANING EXISTING PAVEMENT AND/OR SHOULDER	SY	5,711	$2.00	$11,422.00	$1.00	$5,711.00	-100.00%	Minor	$3.00	$17,133.00	50.00%	Minor	$1.00	$5,711.00	-100.00%	Minor	$5.00	$28,555.00	150.00%	Minor	$2.00	$11,422.00
633.12	CLEANING, SEALING AND/OR FILLING CRACKS	LS	1	$25,000.00	$25,000.00	$2,600.00	$2,600.00	-861.54%	Minor	$10,000.00	$10,000.00	-150.00%	Minor	$36,000.00	$36,000.00	44.00%	Minor	$150,000.00	$150,000.00	500.00%	Major	$6,300.00	$6,300.00
635.0103	CLEANING AND PREPARATION OF PAVEMENT SURFACES - LINES	LF	910	$1.50	$1,365.00	$2.00	$1,820.00	33.33%	Minor	$2.00	$1,820.00	33.33%	Minor	$2.00	$1,820.00	33.33%	Minor	$2.40	$2,184.00	60.00%	Minor	$2.00	$1,820.00
637.13	ENGINEER'S FIELD OFFICE - TYPE 3	MNTH	18	$7,000.00	$126,000.00	$6,000.00	$108,000.00	-16.67%	Major	$5,000.00	$90,000.00	-40.00%	Minor	$9,000.00	$162,000.00	28.57%	Major	$16,000.00	$288,000.00	128.57%	Major	$5,500.00	$99,000.00
637.34	OFFICE TECHNOLOGY AND SUPPLIES	DC	5,000	$1.00	$5,000.00	$1.00	$5,000.00	0.00%	Minor	$1.00	$5,000.00	0.00%	Minor	$1.00	$5,000.00	0.00%	Minor	$1.00	$5,000.00	0.00%	Minor	$1.00	$5,000.00
639.2X00NC	CPM (CRITICAL PATH METHOD) SCHEDULE WITH MONTHLY UPDATE (MIN. PER UNIT IS $100,000.00)	LS	1	$100,000.00	$100,000.00	$100,000.00	$100,000.00	0.00%	Major	$100,000.00	$100,000.00	0.00%	Major	$100,000.00	$100,000.00	0.00%	Major	$150,000.00	$150,000.00	50.00%	Major	$100,000.00	$100,000.00
645.5101	GROUND-MOUNTED SIGN PANELS WITHOUT Z-BARS	SF	5	$60.00	$300.00	$44.00

BID ANALYSIS
NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
REHABILITATION OF BANNISTER CREEK BRIDGE
VILLAGE OF LAWRENCE, NASSAU COUNTY, NY
PIN 0762.06 / BIN 5520290
Bid Opening: June 9, 2026

						LOW BIDDER																	
				ENGINEER'S ESTIMATE		1. H & L Contracting, LLC				2. Thomas Novelli Contracting				3. Posillico Civil, Inc.				4. John Civetta & Sons, Inc.				AVERAGE OF BIDS	
ITEM #	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	% DIFF	MAJOR OR MINOR	UNIT PRICE	TOTAL COST	% DIFF	MAJOR OR MINOR	UNIT PRICE	TOTAL COST	% DIFF	MAJOR OR MINOR	UNIT PRICE	TOTAL COST	% DIFF	MAJOR OR MINOR	UNIT PRICE	TOTAL COST
647.31	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET)	EA	1	$350.00	$350.00	$280.00	$280.00	-25.00%	Minor	$500.00	$500.00	42.86%	Minor	$280.00	$280.00	-25.00%	Minor	$302.00	$302.00	-15.89%	Minor	$390.00	$390.00
647.41	REMOVE AND STORE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET)	EA	1	$300.00	$300.00	$42.00	$42.00	-614.29%	Minor	$500.00	$500.00	66.67%	Minor	$42.00	$42.00	-614.29%	Minor	$182.00	$182.00	-64.84%	Minor	$271.00	$271.00
647.61	REMOVE AND DISPOSE GROUND MOUNTED TYPE A SIGN SUPPORTS, FOUNDATIONS AND ANY ATTACHED SIGNS - SIZE I	EA	6	$125.00	$750.00	$42.00	$252.00	-197.62%	Minor	$200.00	$1,200.00	60.00%	Minor	$42.00	$252.00	-197.62%	Minor	$182.00	$1,092.00	45.60%	Minor	$121.00	$726.00
655.07030010	CAST FRAME F3, WITHOUT CURB BOX AND WITH RETICULINE GRATE G3	EA	2	$3,000.00	$6,000.00	$1,800.00	$3,600.00	-66.67%	Minor	$4,000.00	$8,000.00	33.33%	Minor	$2,300.00	$4,600.00	-30.43%	Minor	$2,200.00	$4,400.00	-36.36%	Minor	$2,900.00	$5,800.00
655.0706	CAST FRAME F3, UNMOUNTABLE CURB BOX CU3 & RETICULINE GRATE G3	EA	2	$3,000.00	$6,000.00	$2,450.00	$4,900.00	-22.45%	Minor	$4,000.00	$8,000.00	33.33%	Minor	$2,300.00	$4,600.00	-30.43%	Minor	$1,600.00	$3,200.00	-87.50%	Minor	$3,225.00	$6,450.00
655.1202	MAHHOLE FRAME AND COVER	EA	1	$1,500.00	$1,500.00	$750.00	$750.00	-100.00%	Minor	$2,500.00	$2,500.00	66.67%	Minor	$910.00	$910.00	-64.84%	Minor	$1,750.00	$1,750.00	16.67%	Minor	$1,625.00	$1,625.00
655.16000011	REMOVE AND DISPOSE OF FRAMES AND GRATES	EA	4	$650.00	$2,600.00	$76.00	$304.00	-755.26%	Minor	$500.00	$2,000.00	-30.00%	Minor	$550.00	$2,200.00	-18.18%	Minor	$600.00	$2,400.00	-8.33%	Minor	$288.00	$1,152.00
655.25010005	FURNISH AND/OR INSTALL INLET ASSEMBLY, AS SPECIFIED	EA	4	$3,000.00	$12,000.00	$7,600.00	$30,400.00	153.33%	Minor	$4,000.00	$16,000.00	33.33%	Minor	$3,900.00	$15,600.00	30.00%	Minor	$2,900.00	$11,600.00	-3.45%	Minor	$5,800.00	$23,200.00
670.2003	GALVANIZED STEEL CONDUIT, 3"	LF	98	$100.00	$9,800.00	$167.00	$16,366.00	67.00%	Minor	$50.00	$4,900.00	-100.00%	Minor	$150.00	$14,700.00	50.00%	Minor	$150.00	$14,700.00	50.00%	Minor	$108.50	$10,633.00
670.3030	PULLBOXES OVER 15 CUBIC FEET, INSIDE VOLUME (LIGHTING)	EA	3	$5,250.00	$15,750.00	$3,275.00	$9,825.00	-60.31%	Minor	$4,000.00	$12,000.00	-31.25%	Minor	$7,000.00	$21,000.00	33.33%	Minor	$8,000.00	$24,000.00	52.38%	Minor	$3,637.50	$10,912.50
670.7010	SINGLE CONDUCTOR CABLE, 10 GAGE	LF	219	$18.00	$3,942.00	$2.50	$547.50	-620.00%	Minor	$40.00	$8,760.00	122.22%	Minor	$6.00	$1,314.00	-200.00%	Minor	$25.00	$5,475.00	38.89%	Minor	$21.25	$4,653.75
670.7501	GROUND WIRE NO. 6 AWG	LF	121	$15.00	$1,815.00	$7.50	$907.50	-100.00%	Minor	$30.00	$3,630.00	100.00%	Minor	$12.00	$1,452.00	-25.00%	Minor	$30.00	$3,630.00	100.00%	Minor	$18.75	$2,268.75
680.83200010	LOCATE AND MARKOUT INFORM AND STATE LIGHTING FACILITIES	LS	1	$6,500.00	$6,500.00	$7,250.00	$7,250.00	11.54%	Minor	$5,000.00	$5,000.00	-30.00%	Minor	$10,000.00	$10,000.00	53.85%	Minor	$10,000.00	$10,000.00	53.85%	Minor	$6,125.00	$6,125.00
685.07200110	WHITE EPOXY REFL'D PVMT STRIPE,20 MILS(WET NIGHT VISIBILITY SPHERE)	LF	1,480	$3.00	$4,440.00	$1.90	$2,812.00	-57.89%	Minor	$3.00	$4,440.00	0.00%	Minor	$1.90	$2,812.00	-57.89%	Minor	$2.30	$3,404.00	-30.43%	Minor	$2.45	$3,626.00
685.07200410	WHITE EPOXY REFL'D PVMNT STRIPE (CROSS HATCHING) 20 MILS (WET NIGHT VISIBILITY SPHERE)	LF	200	$4.00	$800.00	$4.25	$850.00	6.25%	Minor	$3.00	$600.00	-33.33%	Minor	$4.25	$850.00	6.25%	Minor	$5.14	$1,028.00	28.50%	Minor	$3.63	$725.00
685.07200610	YELLOW EPOXY REFL'D PVMNT STRIPE, 20 MILS (WET NIGHT VISIBILITY SPHERE)	LF	730	$3.00	$2,190.00	$1.90	$1,387.00	-57.89%	Minor	$3.00	$2,190.00	0.00%	Minor	$1.90	$1,387.00	-57.89%	Minor	$2.30	$1,679.00	-30.43%	Minor	$2.45	$1,788.50
685.07200710	YELLOW EPOXY REFL'D PVMNT STRIPE(CROSS HATCHING)20 MILS (WET NIGHT VISIBILITY SPHERE)	LF	300	$4.00	$1,200.00	$4.25	$1,275.00	6.25%	Minor	$3.00	$900.00	-33.33%	Minor	$4.25	$1,275.00	6.25%	Minor	$5.14	$1,542.00	28.50%	Minor	$3.63	$1,087.50
697.03	FIELD CHANGE PAYMENT	DC	400,000	$1.00	$400,000.00	$1.00	$400,000.00	0.00%	Major	$1.00	$400,000.00	0.00%	Major	$1.00	$400,000.00	0.00%	Major	$1.00	$400,000.00	0.00%	Major	$1.00	$400,000.00
698.04	ASPHALT PRICE ADJUSTMENT	DC	10,000	$1.00	$10,000.00	$1.00	$10,000.00	0.00%	Minor	$1.00	$10,000.00	0.00%	Minor	$1.00	$10,000.00	0.00%	Minor	$1.00	$10,000.00	0.00%	Minor	$1.00	$10,000.00
698.05	FUEL PRICE ADJUSTMENT	DC	200	$1.00	$200.00	$1.00	$200.00	0.00%	Minor	$1.00	$200.00	0.00%	Minor	$1.00	$200.00	0.00%	Minor	$1.00	$200.00	0.00%	Minor	$1.00	$200.00
699.040001	MOBILIZATION	LS	1	$250,000.00	$250,000.00	$225,000.00	$225,000.00	-11.11%	Major	$200,000.00	$200,000.00	-25.00%	Major	$250,000.00	$250,000.00	0.00%	Major	$333,447.04	$333,447.04 *	33.38%	Major	$212,500.00	$212,500.00
	TOTALS				**$6,423,304.00**		**$5,864,790.00**	**-9.52%**			**$6,424,263.00**	**0.01%**			**$7,094,309.28**	**10.45%**			**$8,669,623.04 ****	**34.97%**			

* Discrepancy with NYSDOT specification for item 699.040001 - Mobilization. "The amount bid for mobilization shall not exceed four percent (4%) of the total contract bid price excluding the bid price for mobilization."

** Corrected Total

Major Item: A Major Item is a contract pay item for which the unit bid price multiplied by the item quantity exceeds 1.5% of the total contract bid price.

I hereby certify that this contract was bid in accordance with standard competitive bidding procedures and NYSDOT Local Projects Manuals requirements and the above Bid Analysis contains the unit prices bid by the three low bidders and the attached Memorandum of Bids includes all bids received at a public bid opening held at Theodore Roosevelt Executive and Legislative Building on June 9, 2026 for a contract in the Village of Lawrence, Nassau County known as Rehabilitation of Bannister Creek Bridge, PIN 00762.06 / BIN 5520290.

Nassau County Department of Public Works
Andrea Pereira,
Project Manager

Request to Initiate - R25-0306 (P25-0137R - Rehabilitation of Bannister Creek Bridge)

RTI Status	**Active**		
Request Type	**RFBC**		
Service Requested	**Bid Contract for Rehabilitation of Bannister Creek Bridge**		
Justification	**To rehabilitate Bannister Creek Bridge, The work includes providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the plans and described in these specifications including, but not necessarily limited to the following: rehabilitation of the existing concrete culvert (BIN 5520290) on the Nassau Expressway (NY878) over Bannister Creek including repairs to the existing concrete culvert construction joints, abutment walls and top slab; scarifying the top slab and installing a waterproofing membrane; new approach slabs; milling and resurfacing of the asphalt wearing surface; replacement of bridge railing, guide rail, sidewalk, drainage systems; installation of scour protection; and new pavement markings.**		
Requested By	**Public Works**	Project Manager	**Andrea Pereira**
Project Cost for this Phase / Contract	**Construction**		
PIR Phase Amount Listed	**4,600,000.00**	Phase Cost	**4,600,000.00**
Total Project Cost	**$5,906,300.00**		
Start Work	**10/01/2026**	Duration	**18 months**
Renewal Options			
Procurement Method	**Formal Sealed Bid**		
Procurement Method Reason	**Construction Bid Contract**		
Priority Justification	**Federal Grant**		

Funding Source

Funding Type	Capital Project	Capital Detail	Funding Code	County	Federal (Direct)	Federal (Pass Thru State)	State	Other	Created On	Created By
Capital	63029 - Bridge Rehabilitation Program	206	PWCAPCAP	4,600,000.00		0			12/17/2025	James Woytysiak

State Environmental Quality Review Act

Type II Action

Supplemental Environmental Documentation

Outsourcing Questionnaire

Question	Answer
Does the County own the proper equipment to do the work?	
If the County does not own the proper equipment can it rent/lease the equipment?	
If the County does not own the proper equipment what is the time frame to buy the equipment?	
If the County does not own the proper equipment what is the cost of the equipment?	
If the Department, chooses to buy the equipment is the cost budgeted?	
If Yes and choosing to outsource, please explain why?	
What is the duration of the project if done inhouse? • Employee / Man Hours • Number of DaysShow calculations.	
What is the duration of the project if out sourced?	
What is the priority of the project? (Emergency, High, Medium, Low)	
Is the project subject to seasonality?	
What is the project cost of the project in done in-house? • Labor • MaterialsShow calculation if possible.	
What is the project cost of the project if outsourced?	
Does this require a specific skill set not currently within the County work force?	
Does the Title exist to perform the function?	
Does the skill set require specific training?	
Does the Skill set require certification certificates?	
Are continuing education credits required to maintain certification?	
Is this a task that must be performed often?	
If the task is not performed often would the employee remain proficient in the duties required?	
Is this project installing an operation system requiring a licensed installer from the manufacture?	
Are there any warranties that would be voided if not installed by a licensed person or company?	
Do County employees always perform this function?	
If County employees do not normally perform the function, please specify why?	
If County employees normally perform the function why is DPW choosing to outsource?	
Is there associated risk liability that would necessitate outsourcing?	
Is the project paid via outside funding?	
Does the outside funding require outsourcing for it to be reimbursed?	

Approvals

Request Submitted	**Andrea Pereira**	**12/17/2025 09:29 am**
Funding Added	**See Funding Source Tab**	
Capital Funding Approved	**James Woytysiak**	**12/17/2025 09:57 am**
AIM Entered	**Deanna Funk**	**12/17/2025 12:12 pm**
Time Sheet Code	**25-0306**	
Commissioner Approved	**William Nimmo**	**12/19/2025 02:35 pm**
DCE / Ops Approved	**Arthur Walsh**	**12/23/2025 04:50 pm**

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Andrea Pereira, Civil Engineer II

FROM: Office of the Commissioner

DATE: January 5, 2026

SUBJECT: CSEA Sub-Contracting Approval
C25-0306 – Proposed Contract Number: H63029-26G
Rehabilitation of Bannister Creek Bridge

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. The Department has determined that it will proceed with the above-referenced contract known as **C25-0306**.

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

Sean McBride
Deputy Commissioner

SM:jd
c: Michael Kwaschyn, Commissioner
Thomas M. George, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

C25-0306

TO: Civil Service Employees Association, Nassau Local 830
Att: Kris Kalender, President

FROM: Department of Public Works

DATE: December 23, 2025

SUBJECT: CSEA Notification of a Proposed DPW Contract
Rehabilitation of Bannister Creek Bridge PIN 0762.06
Proposed Contract Number: H63029-26G

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a construction contract for the following services: Rehabilitate Bannister Creek Bridge PIN 0762.06

2. The work involves the following: The work includes providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the plans and described in these specifications including, but not necessarily limited to the following: rehabilitation of the existing concrete culvert (BIN 5520290) on the Nassau Expressway (NY878) over Bannister Creek including repairs to the existing concrete culvert construction joints, abutment walls and top slab; scarifying the top slab and installing a waterproofing membrane; new approach slabs; milling and resurfacing of the asphalt wearing surface; replacement of bridge railing, guide rail, sidewalk, drainage systems; installation of scour protection; and new pavement markings.

3. An estimate of the cost is: $4,593,000.00

4. An estimate of the duration is: Four hundred fifty (450) days

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days to: Department of Public Works, Att: Sean McBride, Deputy Commissioner, telephone 1-6887, fax 1-9657.

Sean McBride
Deputy Commissioner

SM:TMG:pl
c: Melissa Gallucci, Commissioner, Shared Services
Ross Bratin, Deputy Director, Office of Labor Relations
Thomas M. George, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Yansick, Unit Head, Financial Services Unit
Tracy Ritchie, Unit Head, Human Resources Unit
Christopher Paggi, Chief Civil Engineer
Andrea Pereira, Civil Engineer II
Elizabeth Cotton, Special Assistant, Office of Labor Relations

BID SCHEDULE OF PRICES
REHABILITATION OF BANNISTER CREEK BRIDGE
VILLAGE OF LAWRENCE, NASSAU COUNTY, NY
BIN 5520290
H63029-26GR PIN 0762.06

ITEM NUMBER	UNIT	QTY.	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
201.06	LS	1	CLEARING AND GRUBBING FOR TEN THOUSAND AND 00/100 DOLLARS CENTS	10,000	00	10,000	00
203.02	CY	1,055	UNCLASSIFIED EXCAVATION AND DISPOSAL FOR THREE HUNDRED THIRTY-NINE AND 00/100 DOLLARS CENTS	339	00	357,645	00
203.02000001	CY	90	UNCLASSIFIED EXCAVATION AND DISPOSAL, OTHER LOCATIONS FOR FOUR HUNDRED TWENTY AND 00/100 DOLLARS CENTS	420	00	37,800	00
203.06	CY	430	SELECT FILL FOR TWO HUNDRED AND 00/100 DOLLARS CENTS	200	00	86,000	00
203.07	CY	806	SELECT GRANULAR FILL FOR ONE HUNDRED SIXTY AND 00/100 DOLLARS CENTS	160	00	128,960	00
206.01	CY	17	STRUCTURE EXCAVATION FOR THREE HUNDRED AND 00/100 DOLLARS CENTS	300	00	5,100	00
206.0201	CY	62	TRENCH AND CULVERT EXCAVATION FOR THREE AND 00/100 DOLLARS CENTS	3	00	186	00
206.05	EA	5	TEST PIT EXCAVATION FOR TWO THOUSAND AND 00/100 DOLLARS CENTS	2,000	00	10,000	00
207.20	SY	125	GEOTEXTILE BEDDING FOR TWENTY-NINE AND 00/100 DOLLARS CENTS	29	00	3,625	00
209.11010024	EA	7	TEMPORARY CATCH BASIN INSERT - TRASH, SEDIMENT, AND DEBRIS REMOVAL FOR TWO HUNDRED TWENTY AND 00/100 DOLLARS CENTS	220	00	1,540	00

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BID SCHEDULE OF PRICES
REHABILITATION OF BANNISTER CREEK BRIDGE
VILLAGE OF LAWRENCE, NASSAU COUNTY, NY
BIN 5520290
H63029-26GR PIN 0762.06

ITEM NUMBER	UNIT	QTY.	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CENTS	AMOUNT BID DOLLARS	AMOUNT BID CENTS
209.1501	LF	853	TURBIDITY CURTAIN - TEMPORARY FOR FORTY-FIVE AND 00/100 DOLLARS CENTS	45	00	38,385	00
304.10119917	CY	96	SUBBASE COURSE, TYPE 1011-2 FOR FIVE HUNDRED NINETY-SIX AND 00/100 DOLLARS CENTS	596	00	57,216	00
404.0189	TN	75	TRUE & LEVELING F9, ASPHALT, 80 SERIES COMPACTION FOR TWO HUNDRED THIRTY-SIX AND 00/100 DOLLARS CENTS	236	00	17,700	00
404.0981	TN	539	9.5 F1 TOP COURSE ASPHALT, 80 SERIES COMPACTION FOR TWO HUNDRED THIRTY-SIX AND 00/100 DOLLARS CENTS	236	00	127,204	00
404.1989	TN	298	19 F9 BINDER COURSE ASPHALT, 80 SERIES COMPACTION FOR TWO HUNDRED SIXTY-NINE AND 00/100 DOLLARS CENTS	269	00	80,162	00
404.2589	TN	191	25 F9 BINDER COURSE ASPHALT, 80 SERIES COMPACTION FOR TWO HUNDRED SIXTY-NINE AND 00/100 DOLLARS CENTS	269	00	51,379	00
404.3789	TN	24	37.5 F9 BASE COURSE ASPHALT, 80 SERIES COMPACTION FOR TWO HUNDRED SIXTY-NINE AND 00/100 DOLLARS CENTS	269	00	6,456	00
407.0102	GAL	1,033	DILUTED TACK COAT FOR THREE AND 00/100 DOLLARS CENTS	3	00	3,099	00
418.7603	LF	1,460	ASPHALT PAVEMENT JOINT ADHESIVE FOR TWO AND 00/100 DOLLARS CENTS	2	00	2,920	00
490.30	SY	2,880	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE FOR FIFTEEN AND 00/100 DOLLARS CENTS	15	00	43,200	00
520.05000010	LF	28	SAW CUTTING PCC AND COMPOSITE PAVEMENT FOR EIGHT AND 00/100 DOLLARS CENTS	8	00	224	00

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REHABILITATION OF BANNISTER CREEK BRIDGE
VILLAGE OF LAWRENCE, NASSAU COUNTY, NY
BIN 5520290
H63029-26GR PIN 0762.06

ITEM NUMBER	UNIT	QTY.	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CENTS	AMOUNT BID DOLLARS	AMOUNT BID CENTS
520.09000010	LF	1,008	SAW CUTTING ASPHALT CONCRETE FOR THREE AND 50/100 DOLLARS CENTS	3	50	3,528	00
552.13	SF	9,216	TEMPORARY STEEL SHEETING FOR TWENTY-SEVEN AND 00/100 DOLLARS CENTS	27	00	248,832	00
552.17	SF	8,582	SHIELDS AND SHORING FOR ONE AND 00/100 DOLLARS CENTS	1	00	8,582	00
553.020001	EA	2	COFFERDAMS (TYPE 2) FOR FOUR HUNDRED NINETY-SIX THOUSAND AND 00/100 DOLLARS CENTS	496,000	00	992,000	00
555.80020001	LF	676	CRACK REPAIR BY EPOXY INJECTION (RESTORATION) FOR TWO HUNDRED FIFTY AND 00/100 DOLLARS CENTS	250	00	169,000	00
557.1011	SY	600	STRUCTURAL APPROACH SLAB WITH INTEGRAL WEARING SURFACE- TYPE 1 FRICTION FOR FIVE HUNDRED AND 00/100 DOLLARS CENTS	500	00	300,000	00
558.02	SY	600	LONGITUDINAL SAWCUT GROOVING OF STRUCTURAL SLAB SURFACE FOR NINETY-SIX AND 00/100 DOLLARS CENTS	96	00	57,600	00
559.04	SF	22,761	PROTECTIVE SEALING OF CONCRETE WITH COATING TYPE PROTECTIVE SEALER FOR EIGHT AND 00/100 DOLLARS CENTS	8	00	182,088	00
564.510001	LB	9,487	STRUCTURAL STEEL FOR TWENTY-FIVE AND 00/100 DOLLARS CENTS	25	00	237,175	00
567.64000116	LF	226	REPLACING COMPRESSION SEAL FOR EXISTING BRIDGE JOINTS FOR ONE HUNDRED THIRTY AND 00/100 DOLLARS CENTS	130	00	29,380	00

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REHABILITATION OF BANNISTER CREEK BRIDGE
VILLAGE OF LAWRENCE, NASSAU COUNTY, NY
BIN 5520290
H63029-26GR PIN 0762.06

ITEM NUMBER	UNIT	QTY.	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CENTS	AMOUNT BID DOLLARS	AMOUNT BID CENTS
568.51	LF	68	STEEL BRIDGE RAILING (FOUR RAIL) FOR SIX HUNDRED SIXTY-NINE AND 00/100 DOLLARS CENTS	669	00	45,492	00
568.70	LF	136	TRANSITION BRIDGE RAILING FOR THREE HUNDRED THIRTY-FIVE AND 00/100 DOLLARS CENTS	335	00	45,560	00
570.01	LS	1	LEAD EXPOSURE CONTROL PLAN FOR FIVE THOUSAND AND 00/100 DOLLARS CENTS	5,000	00	5,000	00
570.02	DC	3,000	MEDICAL TESTING FOR ONE AND 00/100 DOLLARS CENTS	$1	.00	$3,000	.00
570.03	DC	400	PERSONAL EXPOSURE MONITORING SAMPLE ANALYSIS FOR ONE AND 00/100 DOLLARS CENTS	$1	.00	$400	.00
570.04	CW	2	DECONTAMINATION FACILITIES FOR EIGHT HUNDRED AND 00/100 DOLLARS CENTS	800	00	1,600	00
570.090001	LS	1	ENVIRONMENTAL GROUND PROTECTION FOR THREE THOUSAND SIX HUNDRED AND 00/100 DOLLARS CENTS	3,600	00	3,600	00
570.100001	LS	1	ENVIRONMENTAL WATERWAY PROTECTION FOR THREE THOUSAND SIX HUNDRED AND 00/100 DOLLARS CENTS	3,600	00	3,600	00
570.160001	LS	1	CLASS B CONTAINMENT FOR PAINT REMOVAL FOR FOURTEEN THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS CENTS	14,800	00	14,800	00
571.03	LB	4,100	DISPOSAL OF HAZARDOUS PAINT WASTE CONTAINING LEAD FOR THREE AND 00/100 DOLLARS CENTS	3	00	12,300	00
579.02	SF	30	REINFORCING BAR EXPOSURE FOR ONE THOUSAND SIX HUNDRED AND 00/100 DOLLARS CENTS	1,600	00	48,000	00

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REHABILITATION OF BANNISTER CREEK BRIDGE
VILLAGE OF LAWRENCE, NASSAU COUNTY, NY
BIN 5520290
H63029-26GR PIN 0762.06

ITEM NUMBER	UNIT	QTY.	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
580.01	CY	7	REMOVAL OF STRUCTURAL CONCRETE FOR SEVEN THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS CENTS	7,700	00	53,900	00
581.01	SF	5,880	REMOVAL OF BITUMINOUS CONCRETE OVERLAY (BRIDGE) FOR TWO AND 00/100 DOLLARS CENTS	2	00	11,760	00
582.0051	CY	25	REMOVAL AND REPLACEMENT OF STRUCTURAL CONCRETE FOR EIGHT THOUSAND TWO HUNDRED AND 00/100 DOLLARS CENTS	8,200	00	205,000	00
582.0061	SF	1,161	REMOVAL OF STRUCTURAL CONCRETE - REPLACEMENT WITH VERTICAL AND OVERHEAD PATCHING MATERIAL FOR FOUR HUNDRED AND 00/100 DOLLARS CENTS	400	00	464,400	00
586.0201	EA	218	DRILLING AND GROUTING BOLTS OR REINFORCEMENT BARS FOR ONE HUNDRED TWENTY AND 00/100 DOLLARS CENTS	120	00	26,160	00
587.01	LF	65	BRIDGE RAILING REMOVAL AND DISPOSAL FOR FIFTY AND 00/100 DOLLARS CENTS	50	00	3,250	00
595.50000018	SF	475	SHEET-APPLIED WATERPROOFING MEMBRANE FOR THIRTY-SIX AND 00/100 DOLLARS CENTS	36	00	17,100	00
603.6102	LF	18	REINFORCED CONCRETE PIPE CLASS IV, 15 INCH DIAMETER FOR FOUR HUNDRED EIGHTY-SEVEN AND 00/100 DOLLARS CENTS	487	00	8,766	00
603.6103	LF	411	REINFORCED CONCRETE PIPE CLASS IV, 18 INCH DIAMETER FOR ONE HUNDRED FIFTY AND 00/100 DOLLARS CENTS	150	00	61,650	00
604.07260011	EA	5	CONNECTION TO EXISTING DRAINAGE FACILITIES FOR ONE THOUSAND SIX HUNDRED AND 00/100 DOLLARS CENTS	1,600	00	8,000	00

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BID SCHEDULE OF PRICES
REHABILITATION OF BANNISTER CREEK BRIDGE
VILLAGE OF LAWRENCE, NASSAU COUNTY, NY
BIN 5520290
H63029-26GR PIN 0762.06

ITEM NUMBER	UNIT	QTY.	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
604.501012	LF	20	SPECIAL DRAINAGE STRUCTURE (TYPE A CATCH BASIN - 48") FOR ONE THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS CENTS	1,800	00	36,000	00
604.501014	LF	8	SPECIAL DRAINAGE STRUCTURE (TYPE A CATCH BASIN - 72") FOR ONE THOUSAND NINE HUNDRED FIFTY AND 00/100 DOLLARS CENTS	1,950	00	15,600	00
604.501022	LF	10	SPECIAL DRAINAGE STRUCTURE (MANHOLE - 48") FOR ONE THOUSAND FOUR HUNDRED AND 00/100 DOLLARS CENTS	1,400	00	14,000	00
606.10	LF	341	BOX BEAM GUIDE RAILING FOR EIGHTY AND 00/100 DOLLARS CENTS	80	00	27,280	00
606.100002	LF	9	BOX BEAM GUIDE RAILING (SHOP BENT OR SHOP MITERED) FOR ONE HUNDRED THIRTY AND 00/100 DOLLARS CENTS	130	00	1,170	00
606.120101	EA	2	BOX BEAM END PIECE FOR ONE THOUSAND TWENTY-FIVE AND 00/100 DOLLARS CENTS	1,025	00	2,050	00
606.120201	EA	2	BOX BEAM GUIDE RAILING END ASSEMBLY, TYPE IIA FOR TWO THOUSAND EIGHT HUNDRED FIFTY AND 00/100 DOLLARS CENTS	2,850	00	5,700	00
606.73	LF	110	REMOVING AND DISPOSING BOX BEAM GUIDE RAILING FOR SIXTY-FIVE AND 00/100 DOLLARS CENTS	65	00	7,150	00
607.30020010	LF	141	STEEL CHAIN LINK FENCE WITH TOP RAIL, 6FT HIGH FOR ONE HUNDRED THIRTY AND 00/100 DOLLARS CENTS	130	00	18,330	00
607.96000008	LF	110	REMOVE AND DISPOSE EXISTING FENCE FOR THIRTY AND 00/100 DOLLARS CENTS	30	00	3,300	00

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BID SCHEDULE OF PRICES
REHABILITATION OF BANNISTER CREEK BRIDGE
VILLAGE OF LAWRENCE, NASSAU COUNTY, NY
BIN 5520290
H63029-26GR PIN 0762.06

ITEM NUMBER	UNIT	QTY.	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
607.99870011	LF	169	REMOVE EXISTING CHAIN-LINK FENCE FOR TWENTY AND 00/100 DOLLARS CENTS	20	00	3,380	00
608.0101	CY	11	CONCRETE SIDEWALKS AND DRIVEWAYS FOR ONE THOUSAND THREE HUNDRED AND 00/100 DOLLARS CENTS	1,300	00	14,300	00
608.01030008	SY	45	REMOVAL AND REPLACEMENT OF CONCRETE SIDEWALK AND SUBBASE COURSE FOR SEVENTY-FIVE AND 00/100 DOLLARS CENTS	75	00	3,375	00
608.020102	TON	9	HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS, AND VEGETATION CONTROL STRIPS FOR FOUR HUNDRED NINETY AND 00/100 DOLLARS CENTS	490	00	4,410	00
608.21	SY	5	EMBEDDED DETECTABLE WARNING UNITS FOR FIVE HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS CENTS	585	00	2,925	00
609.0401	LF	422	CAST-IN-PLACE CONCRETE CURB TYPE VF6 FOR ONE HUNDRED TEN AND 00/100 DOLLARS CENTS	110	00	46,420	00
609.0407	LF	205	CAST-IN-PLACE CONCRETE CURB TYPE T4 FOR ONE HUNDRED TWENTY-SEVEN AND 00/100 DOLLARS CENTS	127	00	26,035	00
610.1402	CY	28	TOPSOIL - ROADSIDE FOR ONE HUNDRED TEN AND 00/100 DOLLARS CENTS	110	00	3,080	00
610.1403	CY	18	TOPSOIL - LAWNS FOR ONE HUNDRED TEN AND 00/100 DOLLARS CENTS	110	00	1,980	00
610.1601	SY	378	TURF ESTABLISHMENT - ROADSIDE FOR THREE AND 25/100 DOLLARS CENTS	3	25	1,228	50

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ITEM NUMBER	UNIT	QTY.	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
610.1602	SY	155	TURF ESTABLISHMENT - LAWNS FOR THREE AND 50/100 DOLLARS CENTS	3	50	542	50
614.060104	EA	1	TREE REMOVAL OVER 4 INCHES TO 6 INCHES DIAMETER BREAST HEIGHT - STUMPS GRUBBED FOR NINE HUNDRED AND 00/100 DOLLARS CENTS	900	00	900	00
619.01	LS	1	BASIC WORK ZONE TRAFFIC CONTROL FOR ONE HUNDRED THIRTY-FIVE THOUSAND AND 00/100 DOLLARS CENTS	135,000	00	135,000	00
619.080101	LF	200	REMOVE PAVEMENT MARKING STRIPES, TRAFFIC PAINT FOR ONE AND 95/100 DOLLARS CENTS	1	95	390	00
619.0901	LF	7,640	TEMPORARY PAVEMENT MARKINGS STRIPES (TRAFFIC PAINT) FOR ONE AND 15/100 DOLLARS CENTS	1	15	8,786	00
619.110511	EA	2	(PVMS) STANDARD SIZE - FULL MATRIX (LED) NO OPTIONAL EQUIPMENT SPECIFIED, NO CELLULAR COMMUNICATIONS REQIRED FOR TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS CENTS	2,500	00	5,000	00
619.1716	LF	1,880	TEMPORARY POSITIVE BARRIER - CATEGORY 6 (PINNING REQUIRED) FOR FIFTY AND 00/100 DOLLARS CENTS	50	00	94,000	00
619.1719	EA	215	WARNING LIGHTS ON TEMPORARY POSITIVE BARRIERS FOR TWELVE AND 00/100 DOLLARS CENTS	12	00	2,580	00
619.24	LS	1	NIGHTTIME OPERATIONS FOR TWENTY-SEVEN THOUSAND AND 00/100 DOLLARS CENTS	27,000	00	27,000	00
619.67020010	LS	1	TEMPORARY HIGHWAY LIGHTING SYSTEM FOR FIVE THOUSAND AND 00/100 DOLLARS CENTS	5,000	00	5,000	00

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BIN 5520290
H63029-26GR PIN 0762.06

ITEM NUMBER	UNIT	QTY.	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
620.04	CY	90	STONE FILLING (MEDIUM) FOR FOUR HUNDRED NINETY-SIX AND 00/100 DOLLARS CENTS	496	00	44,640	00
625.01	LS	1	SURVEY OPERATIONS FOR SIXTEEN THOUSAND NINE HUNDRED AND 00/100 DOLLARS CENTS	16,900	00	16,900	00
633.11	SY	5,711	CLEANING EXISTING PAVEMENT AND/OR SHOULDER FOR ONE AND 00/100 DOLLARS CENTS	1	00	5,711	00
633.12	LS	1	CLEANING, SEALING AND/OR FILLING CRACKS FOR TWO THOUSAND SIX HUNDRED AND 00/100 DOLLARS CENTS	2,600	00	2,600	00
635.0103	LF	910	CLEANING AND PREPARATION OF PAVEMENT SURFACES - LINES FOR TWO AND 00/100 DOLLARS CENTS	2	00	1,820	00
637.13	MNTH	18	ENGINEER'S FIELD OFFICE - TYPE 3 FOR SIX THOUSAND AND 00/100 DOLLARS CENTS	6,000	00	108,000	00
637.34	DC	5,000	OFFICE TECHNOLOGY AND SUPPLIES FOR ONE AND 00/100 DOLLARS CENTS	$1	.00	$5,000	.00
639.2X00NC	LS	1	CPM (CRITICAL PATH METHOD) SCHEDULE WITH MONTHLY UPDATE (MIN. PER UNIT IS $100,000.00) FOR ONE HUNDRED THOUSAND AND 00/100 DOLLARS CENTS	100,000	00	100,000	00
645.5101	SF	5	GROUND-MOUNTED SIGN PANELS WITHOUT Z-BARS FOR FORTY-FOUR AND 00/100 DOLLARS CENTS	44	00	220	00
645.5102	SF	45	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 32 SF, WITH Z-BARS FOR SEVENTY-SEVEN AND 00/100 DOLLARS CENTS	77	00	3,465	00

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ITEM NUMBER	UNIT	QTY.	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
645.81	EA	6	TYPE A SIGN POST FOR THREE HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS CENTS	375	00	2,250	00
647.31	EA	1	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET) FOR TWO HUNDRED EIGHTY AND 00/100 DOLLARS CENTS	280	00	280	00
647.41	EA	1	REMOVE AND STORE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET) FOR FORTY-TWO AND 00/100 DOLLARS CENTS	42	00	42	00
647.61	EA	6	REMOVE AND DISPOSE SIGNS, GROUND MOUNTED TYPE A SIGN SUPPORTS AND FOUNDATIONS - SIZE I (UNDER 30 SQUARE FEET) FOR FORTY-TWO AND 00/100 DOLLARS CENTS	42	00	252	00
655.07030010	EA	2	CAST FRAME F3, WITHOUT CURB BOX AND WITH RETICULINE GRATE G3 FOR ONE THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS CENTS	1,800	00	3,600	00
655.0706	EA	2	CAST FRAME F3, UNMOUNTABLE CURB BOX CU3 & RETICULINE GRATE G3 FOR TWO THOUSAND FOUR HUNDRED FIFTY AND 00/100 DOLLARS CENTS	2,450	00	4,900	00
655.1202	EA	1	MAHHOLE FRAME AND COVER FOR SEVEN HUNDRED FIFTY AND 00/100 DOLLARS CENTS	750	00	750	00
655.16000011	EA	4	REMOVE AND DISPOSE OF FRAMES AND GRATES FOR SEVENTY-SIX AND 00/100 DOLLARS CENTS	76	00	304	00
655.25010005	EA	4	FURNISH AND/OR INSTALL INLET ASSEMBLY, AS SPECIFIED FOR SEVEN THOUSAND SIX HUNDRED AND 00/100 DOLLARS CENTS	7,600	00	30,400	00

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ITEM NUMBER	UNIT	QTY.	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CENTS	AMOUNT BID DOLLARS	AMOUNT BID CENTS
670.2003	LF	98	GALVANIZED STEEL CONDUIT, 2" FOR ONE HUNDRED SIXTY-SEVEN AND 00/100 DOLLARS CENTS	167	00	16,366	00
670.3030	EA	3	PULLBOXES OVER 15 CUBIC FEET, INSIDE VOLUME (LIGHTING) FOR THREE THOUSAND TWO HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS CENTS	3,275	00	9,825	00
670.7010	LF	219	SINGLE CONDUCTOR CABLE, 10 GAGE FOR TWO AND 50/100 DOLLARS CENTS	2	50	547	50
670.7501	LF	121	GROUND WIRE NO. 6 AWG. FOR SEVEN AND 50/100 DOLLARS CENTS	7	50	907	50
680.83200010	LS	1	LOCATE AND MARKOUT INFORM AND STATE LIGHTING FACILITIES FOR SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS CENTS	7,250	00	7,250	00
685.07200110	LF	1,480	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS(WET NIGHT VISIBILITY SPHERES) FOR ONE AND 90/100 DOLLARS CENTS	1	90	2,812	00
685.07200410	LF	200	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES (CROSS HATCHING)2 0 MILS THICK (WET NIGHT VISIBILITY SPHERES FOR FOUR AND 25/100 DOLLARS CENTS	4	25	850	00
685.07200610	LF	730	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS(WET NI GHT VISIBILITY SPHERES) FOR ONE AND 90/100 DOLLARS CENTS	1	90	1,387	00
685.07200710	LF	300	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES (CROSS HATCHING) 20 MILS THICK (WET NIGHT VISIBILITY SPHERES) FOR FOUR AND 25/100 DOLLARS CENTS	4	25	1,275	00

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ITEM NUMBER	UNIT	QTY.	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CENTS	AMOUNT BID DOLLARS	AMOUNT BID CENTS
697.03	DC	400,000	FIELD CHANGE PAYMENT FOR ONE AND 00/100 DOLLARS CENTS	$1	.00	$400,000	.00
698.04	DC	10,000	ASPHALT PRICE ADJUSTMENT FOR ONE AND 00/100 DOLLARS CENTS	$1	.00	$10,000	.00
698.05	DC	200	FUEL PRICE ADJUSTMENT FOR ONE AND 00/100 DOLLARS CENTS	$1	.00	$200	.00
699.040001	LS	1	MOBILIZATION FOR TWO HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS CENTS	**225,000**	**00**	**225,000**	**00**

GROSS SUM OF BID WRITTEN IN WORDS:
FIVE MILLION, EIGHT HUNDRED SIXTY-FOUR THOUSAND SEVEN HUNDRED NINETY AND 00/100 DOLLARS

GROSS SUM OF BID WRITTEN IN FIGURES:	DOLLARS	CENTS
	$5,864,790	**00**

CONTRACTOR: H&L Contracting LLC
ADDRESS: 140 Adams Ave, Ste. B14, Hauppauge, NY 11788
BY:

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 13

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 20+

   b. as a Subcontractor 20+

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
see attached			

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
see attached			

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to You? No
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? No
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

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WORK ON HAND

H & L CONTRACTING LLC

Road	23-23	H & L CONTRACTING, LLC	Roadway Resurfacing - Part A	PW# 16-23	Town of Hempstead	350 Front Street	Hempstead	NY	11550	Nassau		Completed	6/7/2025	100%
Road	23-24	EL SOL CONTRACTING	Bridge Rehabilitation of Bruckner Expressway over Rosedale Ave	D264892	NYSDOT	50 Wolf Rd	Albany	NY	12232	NYC		Completed	12/31/2025	100%
Road	23-25	JOHN CIVETTA & SONS, INC.	JFK Terminal 6 & 7 Project	JFKT6-01-070-009	JFK Millennium Partners	295 Madison Ave	New York	NY	10017	New York		Completed	9/30/2023	100%
Marine	23-26	HINCK ELECTRIC CORP	T&M Repairs at the Quogue Drawbridge	PO# DPW00003205	County of Suffolk	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Completed	10/31/2023	100%
Airport	23-27	H & L CONTRACTING, LLC	Taxiway C Rehabilitation and Taxiway G Lighting Replacement	DAT2023-004	Town of Islip	100 Arrival Ave	Ronkonkoma	NY	11779	Suffolk		Completed	12/31/2023	100%
Dredge	23-28	H & L CONTRACTING, LLC	Construction of Access Channel - Alloway / Wind Port	DP 23705	NJDOT	PO Box 600	Trenton	NJ	08625	Salem		Completed	3/31/2024	100%
Dredge	23-29	H & L CONTRACTING, LLC	Maintenance dredging of Browns Creek	W912DS23C0014	USACE	26 Federal Plaza	New York	NY	10278	Suffolk		Completed	3/31/2024	100%
Airport	23-30	H & L CONTRACTING, LLC	Rehab of Taxiways C6 and W	JFK 184.045	Port Authority of NY & NJ	4 World Trade Center	New York	NY	10007	Queens		Completed	11/30/2023	100%
Road	23-31	H & L CONTRACTING, LLC	NYSDOT Maintenance Yard, Glen Cove Road @ East Hills	PO#0000012229	NYSDOT	50 Wolf Rd	Albany	NY	12232	Suffolk		Completed	9/15/2023	100%
Road	23-32	H & L CONTRACTING, LLC	Highway Concrete Repairs NY27 from Rt 112 to CR 101	D265059	NYSDOT	50 Wolf Rd	Albany	NY	12232	Suffolk		Completed	2/28/2025	100%
Marine	23-33	K2 CONTRACTING GROUP	Haque Basin Piles Replacement, Kings Point, NY	#23USMMA00301	US DOT/Maritime Administration	1200 New Jersey Avenue, SE	Washington	DC	20590	Washington		Completed	11/17/2023	100%
Dredge	23-34	H & L CONTRACTING, LLC	Dredging at Champlin Creek, Tallulah & Davison Lagoons	WW 23-10	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Completed	11/30/2023	100%
Dredge	23-35	H & L CONTRACTING, LLC	Dredging at Shinnecock Inlet East Cut	WW 23-09	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Completed	12/31/2023	100%
Road	23-36	EL SOL CONTRACTING	Bridge Rehabilitation of Bradley & Woolley Avenue over the Staten Island Expressway	D264749	NYSDOT	50 Wolf Rd	Albany	NY	12232	Richmond		Completed	12/31/2023	100%
Road	23-37	H & L CONTRACTING, LLC	Resurface Various County Roads H61587-75G	H61587-75G	NCDPW LD040398	1194 Prospect Ave	Westbury	NY	11590	Nassau		Completed	9/30/2024	100%
Bridge	23-38	H & L CONTRACTING, LLC	Rehabilitation of Charles Lindbergh Blvd Bridge over Meadowbrook State Parkway	H63029-17G	NCDPW LD040653	1194 Prospect Ave	Westbury	NY	11590	Nassau		Active	11/30/2025	76%
Dredge	23-39	H & L CONTRACTING, LLC	Dredging at Newport Beach	Private work	Newport Beach Property Association	69 Driftwood Lane	E. Moriches	NY	11940	Suffolk		Completed	9/30/2023	100%
Airport	23-40	FERREIRA CONSTRUCTION	JFK T1 Airside Asphalt Repair	FCC 2209	Port Authority of NY & NJ	4 World Trade Center	New York	NY	10007	Queens		Completed	10/31/2023	100%
Dredge	23-41	H & L CONTRACTING, LLC	South Oyster Bay Canal Dredging	DPW23-254	Town of Oyster Bay	54 Audrey Avenue	Oyster Bay	NY	11771	Suffolk		Completed	1/31/2024	100%
Road	23-42	H & L CONTRACTING, LLC	Resurfacing of CR 83, Patchogue Mt Sinai Rd	CP 5548	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Completed	11/30/2024	100%
Road	23-43	H & L CONTRACTING, LLC	Highway Safety Improvements - Various Locations	D265109	NYSDOT	50 Wolf Rd	Albany	NY	12232	Suffolk		Active	2/25/2025	88%
Road	23-44	SUFFOLK PAVING CORP	Asphalt Paving - Village of Hempstead	BID #8-HEMV 2022/2023	VILLAGE OF HEMPSTEAD	30 N. Dunton Ave	Medford	NY	11763	Nassau		Completed	11/30/2023	100%
Marine	23-45	H & L CONTRACTING, LLC	Reconstruction of Shinnecock Canal Locks Phase IX	CP 5343.316	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Completed	9/30/2024	100%
Dredge	23-46	H & L CONTRACTING, LLC	Beach Colony, North Sea Rd, Southampton	Private work								Completed	12/31/2024	100%
Stone	23-47	MICHAELS STONE CORP	Stone Delivery	Private work								Completed	5/31/2024	100%
Dredge	23-48	H & L CONTRACTING, LLC	NJ Patcong Creek Channel- Maintenance dredging & channel improvements	DP 23704	NJDOT	PO Box 600	Trenton	NJ	08625	Ocean City		Completed	11/30/2024	100%
Admin	24-MA	2024 MAINTENANCE	H&L Equipment Maintenance, no revenue									Completed	12/31/2024	100%
Rent	24-01	MISCELLANEOUS RENTALS										Completed	12/31/2024	100%
Road	24-02	EL SOL/DEFOE JV	Asphalt Milling & Paving, Bruckner Expressway @ Hunts Point Ave, Contract III	D900055	NYSDOT	50 Wolf Rd	Albany	NY	12232	Bronx		Completed	12/31/2025	100%
Marine	24-03	H & L CONTRACTING, LLC	Fire Island Trap Bags	PO#CE000000751	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Completed	4/30/2024	100%
Road	24-04	H & L CONTRACTING, LLC	Pavement Preservation (Asphalt)- NYC	D265159	NYSDOT	50 Wolf Rd	Albany	NY	12232	5 Boros		Completed	6/30/2026	100%
Parks	24-05	APPLIED LANDSCAPE TECH	Pavement Milling and Disposal at Corona Park	Q099-319M	NY CITY DEPT OF PARKS & RECREATION	145 River Road	Montville	NJ	07045	Queens		Completed	3/31/2024	100%
Road	24-06	H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 12	H61587-PR12	NCDPW	1194 Prospect Ave	Westbury	NY	11590	Nassau		Completed	11/30/2024	100%
Road	24-07	H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 13	H61587-PR13	NCDPW	1194 Prospect Ave	Westbury	NY	11590	Nassau		Completed	11/30/2024	100%
Marine	24-08	WEEKS MARINE	T Groins @ Union Beach NJ	108051-05	USACE	4 Commerce Drive	Cranford	NJ	07016	Washington		Completed	6/30/2024	100%
Road	24-09	EE CRUZ CO., INC	Asphalt Paving & Milling, Bronx River Parkway Bridge over Amtrak/CSX	SC-167-022 (D264883)	EE CRUZ COMPANY INC	16-16 Whitestone Expressway	Whitestone	NY	11357	Bronx		Active	1/31/2026	7%
Marine	24-10	H & L CONTRACTING, LLC	Oyster Shelling	SMD 24-01	Commonwealth of VA	380 Fenwick Rd	Fort Monroe	VA	23651	Northampton		Completed	8/1/2024	100%
Bridge	24-11	PRATT BROTHERS	Nassau County Bridge Repairs, starting 2024	H66302W	NCDPW	1194 Prospect Ave	Westbury	NY	11590	Nassau		Completed	8/31/2020	100%
Marine	24-12	H & L CONTRACTING, LLC	Emergency repairs and rehabilitation of tidal gates at East Island	PO # 240285-000	City of Glen Cove	9 Glen Street	Glen Cove	NY	11542	Nassau		Completed	10/31/2024	100%
Road	24-13	H & L CONTRACTING, LLC	Asphalt Pavement Repairs at Anchorage Yacht Club		Anchorage Yacht club	East Shore Road	Lindenhurst	NY	11757	Nassau		Completed	6/30/2024	100%
Road	24-14	H & L CONTRACTING, LLC	2024 Roadway Pavement of Various roads	PW # 7-24	Town of Hempstead	350 Front Street	Hempstead	NY	11550	Nassau		Active	12/31/2025	61%
Road	24-15	EL SOL CONTRACTING/ES II	Design-Build Services for Cross Bay Bridge and Marine Parkway Bridge	CB-30	MTA Construction & Development	2 Broadway	New York	NY	10004	New York		Completed	8/31/2024	100%
Road	24-16	H & L CONTRACTING, LLC	Asphalt Pavement Resurfacing - Southern State Pkwy	D265258	NYSDOT	50 Wolf Rd	Albany	NY	12232	Nassau		Completed	7/21/2025	100%
Dredge	24-17	H & L CONTRACTING, LLC	JOC Maintenance dredging 2024 - NORTH BARNAGET	DP 24701 / CONT#24-32749	NJDOT	PO Box 600	Trenton	NJ	08625	Monmouth		Completed	7/31/2025	100%

WORK ON HAND

H & L CONTRACTING LLC

Dredge	24-18	H & L CONTRACTING, LLC	JOC Maintenance dredging 2024 - SOUTH	DP 24702 / CONT#24-32750	NJDOT	PO Box 600	Trenton	NJ	08625	Burlington	[redacted]	ompleted	7/31/2025	100%
Marine	24-19	SCOBO	Barge rental for Glen Cove Fireworks Display	Private work	Frank Scobbo Contractors, INC	2 Jeannette Drive	Port Washington	NY	11050	Nassau		ompleted	7/6/2024	100%
Road	24-20	SCATT MATERIALS	Town of Brookhaven Road Resurfacing Program	20240060	Town of Brookhaven	One Independence Hill	Farmingville	NY	11738	Suffolk		ctive	4/30/2027	90%
Rail	24-21	H & L CONTRACTING, LLC	Guide rail replacement various locations	D265269	NYSDOT	50 Wolf Rd	Albany	NY	12232	Suffolk		ctive	10/1/2025	92%
Marine	24-22	SEACOAST CONSTRUCTION	Mid Chesapeake Bay Ecosystem restoration-Barren Island Phase 2	W912DR24B0002	USACE	2 Hopkins Plaza	Baltimore	MD	21201	Talbot, MD		ctive	3/31/2027	48%
Dredge	24-23	SEACOAST CONSTRUCTION	Maintenance dredging of the Mattituck Harbor	W912DS24B0005	USACE	26 Federal Plaza	New York	NY	10278	Suffolk		ompleted	1/31/2025	100%
Bridge	24-24	GREENMAN-PEDERSEN, INC.	Cross Bronx Expressway, Nightly Inspection Assist	PO#BAB-2200061.00	Greenman-Peterson, Inc.	325 West Main Street	Babylon	NY	11702	Bronx		ompleted	9/30/2024	100%
Dredge	24-25	H & L CONTRACTING, LLC	Maintenance dredging of the Long Island Intracoastal Waterway	W912DS24C0027	USACE	26 Federal Plaza	New York	NY	10278	Suffolk		ompleted	12/31/2024	100%
Road	24-27	H & L CONTRACTING, LLC	Drainage enhancement	D265214	NYSDOT	50 Wolf Rd	Albany	NY	12232	Nassau		ctive	12/31/2025	48%
Dredge	24-28	H & L CONTRACTING, LLC	Dredging @ Corey Creek and Boylan Lane	WW 24-02	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	3/31/2025	100%
Dredge	24-29	H & L CONTRACTING, LLC	Furnish Equipment for beach nourishment dredging @ Meschutt Beach	WW 24-04	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	4/30/2025	100%
Dredge	24-30	H & L CONTRACTING, LLC	Maintenance dredging- Napeague Harbor	WW 24-05	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	4/30/2025	100%
Dredge	24-31	H & L CONTRACTING, LLC	Boylan Lane Repair/Restore Dike	WW 24-06	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	5/31/2025	100%
Dredge	24-32	H & L CONTRACTING, LLC	Swan Creek Repair/Restore dike	WW 24-07 & 24-08	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	5/31/2025	100%
Bridge	24-33	H & L CONTRACTING, LLC	Bridge Maintenance Repair Where and When	D265303	NYSDOT	50 Wolf Rd	Albany	NY	12232	Suffolk		ctive	12/31/2026	95%
Airport	24-34	H & L CONTRACTING, LLC	Rehabilitation of Various Taxiway Pavement and Lighting	LGA-124.463	Port Authority of NY & NJ	4 World Trade Center	New York	NY	10007	Queens		ctive	11/10/2026	26%
Rail	24-35	H & L CONTRACTING, LLC	Rustic Rail Replacement - various locations	D265270	NYSDOT	50 Wolf Rd	Albany	NY	12232	Suffolk		ctive	10/31/2025	75%
Road	24-36	H & L CONTRACTING, LLC	Asphalt Paving at South Brooklyn Marine Terminal Port Upgrade	1223023J-000.004D	Skanska SBMT Builders, A Joint Venture	350 Fifth Avenue	New York	NY	10118	Kings		ctive	8/31/2026	98%
Road	24-37	H & L CONTRACTING, LLC	NYSDOT Maintenance Yard, Central Islip Yard	PO 000092065	NYSDOT	50 Wolf Rd	Albany	NY	12232	Suffolk		ompleted	1/31/2025	100%
Dredge	24-38	H & L CONTRACTING, LLC	Carter Creek Dredging	Suffolk County Piggyback	Town of Southampton	240 West Montauk Highway	Hampton Bays	NY	11946	Suffolk		ompleted	12/31/2024	100%
Rent	25-01	MISCELLANEOUS RENTALS										ompleted	12/31/2025	100%
Dredge	25-02	GREAT LAKES	Fire Island Inlet Crossovers		USACE	26 Federal Plaza	New York	NY	10278	Suffolk		ompleted	6/30/2025	100%
Airport	25-03	TULLY -HL JV LLC	Rehabilitation of Taxiways A & B East and South	UJFK124025	Port Authority of NY & NJ	4 World Trade Center	New York	NY	10007	Queens		ctive	10/23/2026	65%
Airport	25-04	Skanska Halmar JFK JV	JFK Roadways Project #90009350	JFK-174.334	Port Authority of NY & NJ	75-20 Astoria Blvd	East Elmhurst	NY	11370	Queens		ctive	12/31/2026	39%
Marine	25-05	H & L CONTRACTING, LLC	Spring Creek North Ecosystem Restoration Project	W912DS25C0003	USACE	26 Federal Plaza	New York	NY	10278	Brooklyn/Queens		ctive	2/20/2027	28%
Road	25-06	EL SOL CONTRACTING/ES II JV	Brige rehabilitation of Fort Hamilton Parkway over Gowanus Expressway	D265310	NYSDOT	50 Wolf Rd	Albany	NY	12232	New York		ompleted	4/30/2025	100%
Road	25-07	SCATT MATERIALS	Furnish and Install Asphalt Concrete on Town Roads	#25G16	Town of Babylon	200 E. Sunrise Highway	Lindenhurst	NY	11757	Suffolk		ctive	2/4/2026	39%
Marine	25-08	H&L CONTRACTING LLC	Crossover rehab Fire Island	DPW000004125	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	5/31/2025	100%
Marine	25-09	H&L CONTRACTING LLC	SCPD Emergency Dredging - Timber Point Marina	DPW00004164	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	12/31/2025	100%
Marine	25-10	H & L CONTRACTING, LLC	Oyster Shelling	SMD 25-01	Commonwealth of VA	380 Fenwick Rd	Fort Monroe	VA	23651	Northampton		ompleted	9/30/2025	100%
Marine	25-11	H&L CONTRACTING LLC	Potomack River Fisheries Commission	PO# 2025-06-09	Potomack River Fisheries Commission	222 Taylor Street	Colonial Beach	VA	22443	Northampton		ompleted	6/18/2025	100%
Road	25-12	H&L CONTRACTING LLC	State Route Resurfacing - Queens & the Bronx	HW349TOUR	Design and Construction (NYSDDC)	30-30 Thomson Avenue	Long Island City	NY	11101	Queens/Bronx		ctive	12/27/2026	0%
Dredge	25-13	H&L CONTRACTING LLC	Maintenance Dredging Berkely Channels - Stouts Creek	DP 25701	NJDOT	PO Box 600	Trenton	NJ	08625	Monmouth		ompleted	7/31/2025	100%
Road	25-14	H&L CONTRACTING LLC	Pavement Preservation (Asphalt)	D265500	NYSDOT	50 Wolf Rd	Albany	NY	12232	New York		ctive	11/15/2026	57%
Dredge	25-15	PW Grosser	Test Holes at Browns River		SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	6/30/2025	100%
Road	25-16	EL SOL CONTRACTING/ES II JV	Brige Rehabilitation of BQE Viaduct Over Laurel Hill Blvd.	D265361	NYSDOT	50 Wolf Rd	Albany	NY	12232	New York		ctive	12/31/2027	0%
Road	25-17	BEL AIR ELECTRIC	5KV FEEDER REHABILITATION PROJECT	JFK-124.037	Port Authority of NY & NJ	4 World Trade Center	New York	NY	10007	Queens		ctive	10/31/2025	5%
Road	25-18	H&L CONTRACTING LLC	Bridge Repairs - Various Locations in the Town of Hempstead	D265542	NYSDOT	50 Wolf Rd	Albany	NY	12232	New York		ctive	3/31/2028	0%
Dredge	25-19	H&L CONTRACTING LLC	Lake Montauk Harbor	W912DS25CA0017	USACE	26 Federal Plaza	New York	NY	10278	Brooklyn/Queens		ctive	1/15/2026	77%
Dredge	25-20	H&L CONTRACTING LLC	Maintenance dredging @ Long Island Intracoastal Waterway	W912DS25Ca0011	USACE	26 Federal Plaza	New York	NY	10278	Suffolk		ompleted	12/31/2025	100%
Road	25-21	H&L CONTRACTING LLC	CR97 Nicolls Rd to CR 85 Montauk Hwy to Furrows Rd, PO#DPW00004382	MACMFP031923/CP 5512.313, 5014.369	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ctive	5/31/2026	0%
Road	25-22	JOHN CIVETTA & SONS, INC.	Asphalt Milling and Paving at Cutter Mill Road	H63036-01G	NCDPW	1123 Bronx River Avenue	Bronx	NY	10472	Nassau		ompleted	12/31/2025	100%
Road	25-23	DEFOE CORP.	Bridge Replacement of Hospital Road over Rte. 27, North Service Rd	D264397	NYSDOT	50 Wolf Rd	Albany	NY	12232	New York		ompleted	12/1/2025	100%
Dredge	25-24	H&L CONTRACTING LLC	Dredging of Howells Creek	PO#14256	Village of Bellport	29 Bellport Lane	Bellport	NY	11713	Suffolk		ompleted	12/31/2025	100%

WORK ON HAND

H & L CONTRACTING LLC

Marine	25-25	H&L CONTRACTING LLC	Cedar Creek Ocean Outfall Diffuser Modification	S3C067-22G	NCDPW	1194 Prospect Ave	Westbury	NY	11590	Nassau	[redacted]	Active	12/31/2027	0%
Rent	26-01	MISCELLANEOUS RENTALS										Active	12/31/2026	0%
Road	26-02	H&L CONTRACTING LLC	Pavement Preservation & Crack Sealing - various locations	D265614	NYDOT	50 Wolf Rd	Albany	NY	12232			Active		0%
Marine	26-03	H&L CONTRACTING LLC	Repairs for Oyster Bay									Active		
Misc	26-04	PRATT BROS.	Install Screen Wall at Green Acres Mall	PO	Whiting-Turner							Active	12/31/2026	0%
Road	26-05	H&L CONTRACTING LLC	LIE RTE495 North Service Road From CR93 Ocean Avenue to Terry Road, HW26-06	(5599.323, 324, 5014.370)	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Active	6/30/2026	0%
Road	26-06	H&L CONTRACTING LLC	Concrete pavement restoration various locations Southern State Pkwy	D265699	NYSDOT	50 Wolf Rd	Albany	NY	12232	Nassau		Active		0%
Bridge	26-07	H&L CONTRACTING LLC	Bridge Where & When Contract Various Locations	D265708	NYSDOT	50 Wolf Rd	Albany	NY	12232			Active		0%
Road	26-08	H&L CONTRACTING LLC	Pavement Resurfacing NY 24 from MSP to NY 110	D265733	NYSDOT	50 Wolf Rd	Albany	NY	12232			Active		0%
Road	26-09	Posillico/H&L JV	Asphalt Pavement Resurfacing NY 110 from NY 27 to Baylis Road	D265734	NYSDOT	50 Wolf Rd	Albany	NY	12232	Nassau/Suffolk		Active		0%
Road	26-11	H&L CONTRACTING LLC	2026 Roadway Resurfacing - Part A	PW # 27-25	Town of Hempstead	1 Washington Street	Hempstead	NY	11550	Nassau		Active	4/15/2028	0%
Road	26-12	H&L CONTRACTING LLC	Asphalt Pavement Resurfacing NY 27 Nassau/Suffolk	D265740	NYSDOT	50 Wolf Rd	Albany	NY	12232	Nassau/Suffolk		Active		0%
Rail	26-13	PRATT BROS.	Install Guide Rail at Brookhaven Rail Terminal	PO#25375-001	Brookhaven Rail Terminal	333 Marcus Blvd.	Hauppauge	NY	11788	Suffolk		Active	6/30/2026	0%
Road	26-14	POSILLICO/H&I JV	Asphalt Pavement Resurfacing 495 Queens/Nassau to exit 40	D265742	NYSDOT	50 Wolf Rd	Albany	NY	12232	Queens/Nassau				0%
Road	26-15	H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 17	H61587-PR17	NCDPW	1194 Prospect Ave	Westbury	NY	11590	Nassau				0%
Airport	26-16	POSILLICO GROUP	Taxiway Kilo Golf @ JFK Airport		Terminal One							Active	5/31/2026	0%

WORK ON HAND

H & L CONTRACTING LLC

Road	23-23	H & L CONTRACTING, LLC	Roadway Resurfacing - Part A	PW# 16-23	Town of Hempstead	350 Front Street	Hempstead	NY	11550	Nassau	[redacted]	Completed	6/7/2025	100%
Road	23-24	EL SOL CONTRACTING	Bridge Rehabilitation of Bruckner Expressway over Rosedale Ave	D264892	NYSDOT	50 Wolf Rd	Albany	NY	12232	NYC		Completed	12/31/2025	100%
Road	23-25	JOHN CIVETTA & SONS, INC.	JFK Terminal 6 & 7 Project	JFKT6-01-070-009	JFK Millennium Partners	295 Madison Ave	New York	NY	10017	New York		Completed	9/30/2023	100%
Marine	23-26	HINCK ELECTRIC CORP	T&M Repairs at the Quogue Drawbridge	PO# DPW00003205	County of Suffolk	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Completed	10/31/2023	100%
Airport	23-27	H & L CONTRACTING, LLC	Taxiway C Rehabilitation and Taxiway G Lighting Replacement	DAT2023-004	Town of Islip	100 Arrival Ave	Ronkonkoma	NY	11779	Suffolk		Completed	12/31/2023	100%
Dredge	23-28	H & L CONTRACTING, LLC	Construction of Access Channel - Alloway / Wind Port	DP 23705	NJDOT	PO Box 600	Trenton	NJ	08625	Salem		Completed	3/31/2024	100%
Dredge	23-29	H & L CONTRACTING, LLC	Maintenance dredging of Browns Creek	W912DS23C0014	USACE	26 Federal Plaza	New York	NY	10278	Suffolk		Completed	3/31/2024	100%
Airport	23-30	H & L CONTRACTING, LLC	Rehab of Taxiways C6 and W	JFK 184.045	Port Authority of NY & NJ	4 World Trade Center	New York	NY	10007	Queens		Completed	11/30/2023	100%
Road	23-31	H & L CONTRACTING, LLC	NYSDOT Maintenance Yard, Glen Cove Road @ East Hills	PO#0000012229	NYSDOT	50 Wolf Rd	Albany	NY	12232	Suffolk		Completed	9/15/2023	100%
Road	23-32	H & L CONTRACTING, LLC	Highway Concrete Repairs NY27 from Rt 112 to CR 101	D265059	NYSDOT	50 Wolf Rd	Albany	NY	12232	Suffolk		Completed	2/28/2025	100%
Marine	23-33	K2 CONTRACTING GROUP	Haque Basin Piles Replacement, Kings Point, NY	#23USMMA00301	US DOT/Maritime Administration	1200 New Jersey Avenue, SE	Washington	DC	20590	Washington		Completed	11/17/2023	100%
Dredge	23-34	H & L CONTRACTING, LLC	Dredging at Champlin Creek, Tallulah & Davison Lagoons	WW 23-10	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Completed	11/30/2023	100%
Dredge	23-35	H & L CONTRACTING, LLC	Dredging at Shinnecock Inlet East Cut	WW 23-09	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Completed	12/31/2023	100%
Road	23-36	EL SOL CONTRACTING	Bridge Rehabilitation of Bradley & Woolley Avenue over the Staten Island Expressway	D264749	NYSDOT	50 Wolf Rd	Albany	NY	12232	Richmond		Completed	12/31/2023	100%
Road	23-37	H & L CONTRACTING, LLC	Resurface Various County Roads H61587-75G	H61587-75G	NCDPW LD040398	1194 Prospect Ave	Westbury	NY	11590	Nassau		Completed	9/30/2024	100%
Bridge	23-38	H & L CONTRACTING, LLC	Rehabilitation of Charles Lindbergh Blvd Bridge over Meadowbrook State Parkway	H63029-17G	NCDPW LD040653	1194 Prospect Ave	Westbury	NY	11590	Nassau		Active	11/30/2025	76%
Dredge	23-39	H & L CONTRACTING, LLC	Dredging at Newport Beach	Private work	Newport Beach Property Association	69 Driftwood Lane	E. Moriches	NY	11940	Suffolk		Completed	9/30/2023	100%
Airport	23-40	FERREIRA CONSTRUCTION	JFK T1 Airside Asphalt Repair	FCC 2209	Port Authority of NY & NJ	4 World Trade Center	New York	NY	10007	Queens		Completed	10/31/2023	100%
Dredge	23-41	H & L CONTRACTING, LLC	South Oyster Bay Canal Dredging	DPW23-254	Town of Oyster Bay	54 Audrey Avenue	Oyster Bay	NY	11771	Suffolk		Completed	1/31/2024	100%
Road	23-42	H & L CONTRACTING, LLC	Resurfacing of CR 83, Patchogue Mt Sinai Rd	CP 5548	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Completed	11/30/2024	100%
Road	23-43	H & L CONTRACTING, LLC	Highway Safety Improvements - Various Locations	D265109	NYSDOT	50 Wolf Rd	Albany	NY	12232	Suffolk		Active	2/25/2025	88%
Road	23-44	SUFFOLK PAVING CORP	Asphalt Paving - Village of Hempstead	BID #8-HEMV 2022/2023	VILLAGE OF HEMPSTEAD	30 N. Dunton Ave	Medford	NY	11763	Nassau		Completed	11/30/2023	100%
Marine	23-45	H & L CONTRACTING, LLC	Reconstruction of Shinnecock Canal Locks Phase IX	CP 5343.316	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Completed	9/30/2024	100%
Dredge	23-46	H & L CONTRACTING, LLC	Beach Colony, North Sea Rd, Southampton	Private work								Completed	12/31/2024	100%
Stone	23-47	MICHAELS STONE CORP	Stone Delivery	Private work								Completed	5/31/2024	100%
Dredge	23-48	H & L CONTRACTING, LLC	NJ Patcong Creek Channel- Maintenance dredging & channel improvements	DP 23704	NJDOT	PO Box 600	Trenton	NJ	08625	Ocean City		Completed	11/30/2024	100%
Admin	24-MA	2024 MAINTENANCE	H&L Equipment Maintenance, no revenue									Completed	12/31/2024	100%
Rent	24-01	MISCELLANEOUS RENTALS										Completed	12/31/2024	100%
Road	24-02	EL SOL/DEFOE JV	Asphalt Milling & Paving, Bruckner Expressway @ Hunts Point Ave, Contract III	D900055	NYSDOT	50 Wolf Rd	Albany	NY	12232	Bronx		Completed	12/31/2025	100%
Marine	24-03	H & L CONTRACTING, LLC	Fire Island Trap Bags	PO#CE000000751	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Completed	4/30/2024	100%
Road	24-04	H & L CONTRACTING, LLC	Pavement Preservation (Asphalt)- NYC	D265159	NYSDOT	50 Wolf Rd	Albany	NY	12232	5 Boros		Completed	6/30/2026	100%
Parks	24-05	APPLIED LANDSCAPE TECH	Pavement Milling and Disposal at Corona Park	Q099-319M	NY CITY DEPT OF PARKS & RECREATION	145 River Road	Montville	NJ	07045	Queens		Completed	3/31/2024	100%
Road	24-06	H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 12	H61587-PR12	NCDPW	1194 Prospect Ave	Westbury	NY	11590	Nassau		Completed	11/30/2024	100%
Road	24-07	H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 13	H61587-PR13	NCDPW	1194 Prospect Ave	Westbury	NY	11590	Nassau		Completed	11/30/2024	100%
Marine	24-08	WEEKS MARINE	T Groins @ Union Beach NJ	108051-05	USACE	4 Commerce Drive	Cranford	NJ	07016	Washington		Completed	6/30/2024	100%
Road	24-09	EE CRUZ CO., INC	Asphalt Paving & Milling, Bronx River Parkway Bridge over Amtrak/CSX	SC-167-022 (D264883)	EE CRUZ COMPANY INC	16-16 Whitestone Expressway	Whitestone	NY	11357	Bronx		Active	1/31/2026	7%
Marine	24-10	H & L CONTRACTING, LLC	Oyster Shelling	SMD 24-01	Commonwealth of VA	380 Fenwick Rd	Fort Monroe	VA	23651	Northampton		Completed	8/1/2024	100%
Bridge	24-11	PRATT BROTHERS	Nassau County Bridge Repairs, starting 2024	H66302W	NCDPW	1194 Prospect Ave	Westbury	NY	11590	Nassau		Completed	8/31/2020	100%
Marine	24-12	H & L CONTRACTING, LLC	Emergency repairs and rehabilitation of tidal gates at East Island	PO # 240285-000	City of Glen Cove	9 Glen Street	Glen Cove	NY	11542	Nassau		Completed	10/31/2024	100%
Road	24-13	H & L CONTRACTING, LLC	Asphalt Pavement Repairs at Anchorage Yacht Club		Anchorage Yacht club	East Shore Road	Lindenhurst	NY	11757	Nassau		Completed	6/30/2024	100%
Road	24-14	H & L CONTRACTING, LLC	2024 Roadway Pavement of Various roads	PW # 7-24	Town of Hempstead	350 Front Street	Hempstead	NY	11550	Nassau		Active	12/31/2025	61%
Road	24-15	EL SOL CONTRACTING/ES II	Design-Build Services for Cross Bay Bridge and Marine Parkway Bridge	CB-30	MTA Construction & Development	2 Broadway	New York	NY	10004	New York		Completed	8/31/2024	100%
Road	24-16	H & L CONTRACTING, LLC	Asphalt Pavement Resurfacing - Southern State Pkwy	D265258	NYSDOT	50 Wolf Rd	Albany	NY	12232	Nassau		Completed	7/21/2025	100%
Dredge	24-17	H & L CONTRACTING, LLC	JOC Maintenance dredging 2024 - NORTH BARNAGET	DP 24701 / CONT#24-32749	NJDOT	PO Box 600	Trenton	NJ	08625	Monmouth		Completed	7/31/2025	100%

WORK ON HAND

H & L CONTRACTING LLC

Dredge	24-18	H & L CONTRACTING, LLC	JOC Maintenance dredging 2024 - SOUTH	DP 24702 / CONT#24-32750	NJDOT	PO Box 600	Trenton	NJ	08625	Burlington	[redacted]	ompleted	7/31/2025	100%
Marine	24-19	SCOBO	Barge rental for Glen Cove Fireworks Display	Private work	Frank Scobbo Contractors, INC	2 Jeannette Drive	Port Washington	NY	11050	Nassau		ompleted	7/6/2024	100%
Road	24-20	SCATT MATERIALS	Town of Brookhaven Road Resurfacing Program	20240060	Town of Brookhaven	One Independence Hill	Farmingville	NY	11738	Suffolk		ctive	4/30/2027	90%
Rail	24-21	H & L CONTRACTING, LLC	Guide rail replacement various locations	D265269	NYSDOT	50 Wolf Rd	Albany	NY	12232	Suffolk		ctive	10/1/2025	92%
Marine	24-22	SEACOAST CONSTRUCTION	Mid Chesapeake Bay Ecosystem restoration-Barren Island Phase 2	W912DR24B0002	USACE	2 Hopkins Plaza	Baltimore	MD	21201	Talbot, MD		ctive	3/31/2027	48%
Dredge	24-23	SEACOAST CONSTRUCTION	Maintenance dredging of the Mattituck Harbor	W912DS24B0005	USACE	26 Federal Plaza	New York	NY	10278	Suffolk		ompleted	1/31/2025	100%
Bridge	24-24	GREENMAN-PEDERSEN, INC.	Cross Bronx Expressway, Nightly Inspection Assist	PO#BAB-2200061.00	Greenman-Peterson, Inc.	325 West Main Street	Babylon	NY	11702	Bronx		ompleted	9/30/2024	100%
Dredge	24-25	H & L CONTRACTING, LLC	Maintenance dredging of the Long Island Intracoastal Waterway	W912DS24C0027	USACE	26 Federal Plaza	New York	NY	10278	Suffolk		ompleted	12/31/2024	100%
Road	24-27	H & L CONTRACTING, LLC	Drainage enhancement	D265214	NYSDOT	50 Wolf Rd	Albany	NY	12232	Nassau		ctive	12/31/2025	48%
Dredge	24-28	H & L CONTRACTING, LLC	Dredging @ Corey Creek and Boylan Lane	WW 24-02	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	3/31/2025	100%
Dredge	24-29	H & L CONTRACTING, LLC	Furnish Equipment for beach nourishment dredging @ Meschutt Beach	WW 24-04	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	4/30/2025	100%
Dredge	24-30	H & L CONTRACTING, LLC	Maintenance dredging- Napeague Harbor	WW 24-05	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	4/30/2025	100%
Dredge	24-31	H & L CONTRACTING, LLC	Boylan Lane Repair/Restore Dike	WW 24-06	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	5/31/2025	100%
Dredge	24-32	H & L CONTRACTING, LLC	Swan Creek Repair/Restore dike	WW 24-07 & 24-08	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	5/31/2025	100%
Bridge	24-33	H & L CONTRACTING, LLC	Bridge Maintenance Repair Where and When	D265303	NYSDOT	50 Wolf Rd	Albany	NY	12232	Suffolk		ctive	12/31/2026	95%
Airport	24-34	H & L CONTRACTING, LLC	Rehabilitation of Various Taxiway Pavement and Lighting	LGA-124.483	Port Authority of NY & NJ	4 World Trade Center	New York	NY	10007	Queens		ctive	11/10/2026	26%
Rail	24-35	H & L CONTRACTING, LLC	Rustic Rail Replacement - various locations	D265270	NYSDOT	50 Wolf Rd	Albany	NY	12232	Suffolk		ctive	10/31/2025	75%
Road	24-36	H & L CONTRACTING, LLC	Asphalt Paving at South Brooklyn Marine Terminal Port Upgrade	1223023J-000.004D	Skanska SBMT Builders, A Joint Venture	350 Fifth Avenue	New York	NY	10118	Kings		ctive	8/31/2026	98%
Road	24-37	H & L CONTRACTING, LLC	NYSDOT Maintenance Yard, Central Islip Yard	PO 000092065	NYSDOT	50 Wolf Rd	Albany	NY	12232	Suffolk		ompleted	1/31/2025	100%
Dredge	24-38	H & L CONTRACTING, LLC	Carter Creek Dredging	Suffolk County Piggyback	Town of Southampton	240 West Montauk Highway	Hampton Bays	NY	11946	Suffolk		ompleted	12/31/2024	100%
Rent	25-01	MISCELLANEOUS RENTALS										ompleted	12/31/2025	100%
Dredge	25-02	GREAT LAKES	Fire Island Inlet Crossovers		USACE	26 Federal Plaza	New York	NY	10278	Suffolk		ompleted	6/30/2025	100%
Airport	25-03	TULLY -HL JV LLC	Rehabilitation of Taxiways A & B East and South	UJFK124025	Port Authority of NY & NJ	4 World Trade Center	New York	NY	10007	Queens		ctive	10/23/2026	65%
Airport	25-04	Skanska Halmar JFK JV	JFK Roadways Project #90009350	JFK-174.334	Port Authority of NY & NJ	75-20 Astoria Blvd	East Elmhurst	NY	11370	Queens		ctive	12/31/2026	39%
Marine	25-05	H & L CONTRACTING, LLC	Spring Creek North Ecosystem Restoration Project	W912DS25C0003	USACE	26 Federal Plaza	New York	NY	10278	Brooklyn/Queens		ctive	2/20/2027	28%
Road	25-06	EL SOL CONTRACTING/ES II JV	Brige rehabilitation of Fort Hamilton Parkway over Gowanus Expressway	D265310	NYSDOT	50 Wolf Rd	Albany	NY	12232	New York		ompleted	4/30/2025	100%
Road	25-07	SCATT MATERIALS	Furnish and Install Asphalt Concrete on Town Roads	#25G16	Town of Babylon	200 E. Sunrise Highway	Lindenhurst	NY	11757	Suffolk		ctive	2/4/2026	39%
Marine	25-08	H&L CONTRACTING LLC	Crossover rehab Fire Island	DPW000004125	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	5/31/2025	100%
Marine	25-09	H&L CONTRACTING LLC	SCPD Emergency Dredging - Timber Point Marina	DPW00004164	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	12/31/2025	100%
Marine	25-10	H & L CONTRACTING, LLC	Oyster Shelling	SMD 25-01	Commonwealth of VA	380 Fenwick Rd	Fort Monroe	VA	23651	Northampton		ompleted	9/30/2025	100%
Marine	25-11	H&L CONTRACTING LLC	Potomack River Fisheries Commission	PO# 2025-06-09	Potomack River Fisheries Commission	222 Taylor Street	Colonial Beach	VA	22443	Northampton		ompleted	6/18/2025	100%
Road	25-12	H&L CONTRACTING LLC	State Route Resurfacing - Queens & the Bronx	HW349TOUR	Design and Construction (NYSDDC)	30-30 Thomson Avenue	Long Island City	NY	11101	Queens/Bronx		ctive	12/27/2026	0%
Dredge	25-13	H&L CONTRACTING LLC	Maintenance Dredging Berkely Channels - Stouts Creek	DP 25701	NJDOT	PO Box 600	Trenton	NJ	08625	Monmouth		ompleted	7/31/2025	100%
Road	25-14	H&L CONTRACTING LLC	Pavement Preservation (Asphalt)	D265500	NYSDOT	50 Wolf Rd	Albany	NY	12232	New York		ctive	11/15/2026	57%
Dredge	25-15	PW Grosser	Test Holes at Browns River		SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ompleted	6/30/2025	100%
Road	25-16	EL SOL CONTRACTING/ES II JV	Brige Rehabilitation of BQE Viaduct Over Laurel Hill Blvd.	D265361	NYSDOT	50 Wolf Rd	Albany	NY	12232	New York		ctive	12/31/2027	0%
Road	25-17	BEL AIR ELECTRIC	5KV FEEDER REHABILITATION PROJECT	JFK-124.037	Port Authority of NY & NJ	4 World Trade Center	New York	NY	10007	Queens		ctive	10/31/2025	5%
Road	25-18	H&L CONTRACTING LLC	Bridge Repairs - Various Locations in the Town of Hempstead	D265542	NYSDOT	50 Wolf Rd	Albany	NY	12232	New York		ctive	3/31/2028	0%
Dredge	25-19	H&L CONTRACTING LLC	Lake Montauk Harbor	W912DS25CA0017	USACE	26 Federal Plaza	New York	NY	10278	Brooklyn/Queens		ctive	1/15/2026	77%
Dredge	25-20	H&L CONTRACTING LLC	Maintenance dredging @ Long Island Intracoastal Waterway	W912DS25Ca0011	USACE	26 Federal Plaza	New York	NY	10278	Suffolk		ompleted	12/31/2025	100%
Road	25-21	H&L CONTRACTING LLC	CR97 Nicolls Rd to CR 85 Montauk Hwy to Furrows Rd. PO#DPW00004382	MACMFP031923/CP 5512.313, 5014.369	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		ctive	5/31/2026	0%
Road	25-22	JOHN CIVETTA & SONS, INC.	Asphalt Milling and Paving at Cutter Mill Road	H63036-01G	NCDPW	1123 Bronx River Avenue	Bronx	NY	10472	Nassau		ompleted	12/31/2025	100%
Road	25-23	DEFOE CORP.	Bridge Replacement of Hospital Road over Rte. 27, North Service Rd	D264397	NYSDOT	50 Wolf Rd	Albany	NY	12232	New York		ompleted	12/1/2025	100%
Dredge	25-24	H&L CONTRACTING LLC	Dredging of Howells Creek	PO#14256	Village of Bellport	29 Bellport Lane	Bellport	NY	11713	Suffolk		ompleted	12/31/2025	100%

WORK ON HAND

H & L CONTRACTING LLC

Marine	25-25	H&L CONTRACTING LLC	Cedar Creek Ocean Outfall Diffuser Modification	S3C067-22G	NCDPW	1194 Prospect Ave	Westbury	NY	11590	Nassau	[redacted]	Active	12/31/2027	0%
Rent	26-01	MISCELLANEOUS RENTALS										Active	12/31/2026	0%
Road	26-02	H&L CONTRACTING LLC	Pavement Preservation & Crack Sealing - various locations	D265614	NYDOT	50 Wolf Rd	Albany	NY	12232			Active		0%
Marine	26-03	H&L CONTRACTING LLC	Repairs for Oyster Bay									Active		
Misc	26-04	PRATT BROS.	Install Screen Wall at Green Acres Mall	PO	Whiting-Turner							Active	12/31/2026	0%
Road	26-05	H&L CONTRACTING LLC	LIE RTE495 North Service Road From CR93 Ocean Avenue to Terry Road, HW26-06	(5599.323, 324, 5014.370)	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	Suffolk		Active	6/30/2026	0%
Road	26-06	H&L CONTRACTING LLC	Concrete pavement restoration various locations Southern State Pkwy	D265699	NYSDOT	50 Wolf Rd	Albany	NY	12232	Nassau		Active		0%
Bridge	26-07	H&L CONTRACTING LLC	Bridge Where & When Contract Various Locations	D265708	NYSDOT	50 Wolf Rd	Albany	NY	12232			Active		0%
Road	26-08	H&L CONTRACTING LLC	Pavement Resurfacing NY 24 from MSP to NY 110	D265733	NYSDOT	50 Wolf Rd	Albany	NY	12232			Active		0%
Road	26-09	Posillico/H&L JV	Asphalt Pavement Resurfacing NY 110 from NY 27 to Baylis Road	D265734	NYSDOT	50 Wolf Rd	Albany	NY	12232	Nassau/Suffolk		Active		0%
Road	26-11	H&L CONTRACTING LLC	2026 Roadway Resurfacing - Part A	PW # 27-25	Town of Hempstead	1 Washington Street	Hempstead	NY	11550	Nassau		Active	4/15/2028	0%
Road	26-12	H&L CONTRACTING LLC	Asphalt Pavement Resurfacing NY 27 Nassau/Suffolk	D265740	NYSDOT	50 Wolf Rd	Albany	NY	12232	Nassau/Suffolk		Active		0%
Rail	26-13	PRATT BROS.	Install Guide Rail at Brookhaven Rail Terminal	PO#25375-001	Brookhaven Rail Terminal	333 Marcus Blvd.	Hauppauge	NY	11788	Suffolk		Active	6/30/2026	0%
Road	26-14	POSILLICO/H&I JV	Asphalt Pavement Resurfacing 495 Queens/Nassau to exit 40	D265742	NYSDOT	50 Wolf Rd	Albany	NY	12232	Queens/Nassau				0%
Road	26-15	H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 17	H61587-PR17	NCDPW	1194 Prospect Ave	Westbury	NY	11590	Nassau				0%
Airport	26-16	POSILLICO GROUP	Taxiway Kilo Golf @ JFK Airport		Terminal One							Active	5/31/2026	0%

FIVE YEARS COMPLETED WORK **H & L CONTRACTING LLC**

Marine	21-01	H & L CONTRACTING, LLC	Montauk Lighthouse	W912DS21C0004	USACE	[redacted]	2/14/2023	100%
Road	21-02	JOHN CIVETTA & SONS, INC.	Structural repairs of retaining walls & overpass	C48706	MTA-NYCT Transit	[redacted]	12/31/2021	100%
Road	21-03	H & L CONTRACTING, LLC	Priority surface treatment-Sunrise & I-495 Svce roads	D264418	NYSDOT	[redacted]	3/31/2022	100%
Dredge	21-04	H & L CONTRACTING, LLC	Maintenance dredging for Lakes Bay Channel, NJ	DP 15430	NJDOT	[redacted]	11/30/2021	100%
Dredge	21-05	H & L CONTRACTING, LLC	Oyster Bay Dredge repairs		H&L	[redacted]	12/31/2021	100%
Road	21-06	H & L CONTRACTING, LLC	Misc Milling		H&L	[redacted]	12/31/2021	100%
Marine	21-07	H & L CONTRACTING, LLC	Oyster Shelling, VA	CRD21-01	Commonwealth of VA	[redacted]	12/31/2021	100%
Fence	21-08	PRATT BROTHERS, INC.	Rev Arthur Mackey Sr Park -replace fence		NCDPW	[redacted]	11/30/2021	100%
Dredge	21-09	H & L CONTRACTING, LLC	Manasquan Dredging	DP 21446	NJDOT	[redacted]	5/31/2022	100%
Dredge	21-10	H & L CONTRACTING, LLC	Ketchum creek, amityville	CEADS021716	SCDPW	[redacted]	12/31/2021	100%
Road	21-11	GRACI PAVING ASSOCIATES INC	East John Street - Road and Storm water Improvement Project	#865-19	Village of Lindenhurst	[redacted]	6/30/2021	100%
Dredge	21-12	H & L CONTRACTING, LLC	Dredging of Nantuxent Creek Navigational Channel	DP 21449	NJDOT	[redacted]	12/31/2021	100%
Road	21-13	H & L CONTRACTING, LLC	JFK Airfield Hangar 17 & Hangar 12 paving	PO # JFK115B002	Port Authority of NY & NJ	[redacted]	11/7/2021	100%
Road	21-14	RICHARD GRIM INC	Asphalt Paving-Town of Hempstead, Oceanside/Bay Park	PW07-21	Town of Hempstead	[redacted]	8/31/2021	100%
Road	21-15	METRO PAVING ASSIST WORK	Mix-in-Place at Southwoods Road	PW #028-21	Town of Oyster Bay	[redacted]	8/31/2021	100%
Road	21-16	H & L CONTRACTING, LLC	Surface treatment Route 114	D264566	NYSDOT	[redacted]	12/31/2022	100%
Dredge	21-17	H & L CONTRACTING, LLC	Co-op	Private work	Point Pleasant Beach, NJ	[redacted]	12/31/2021	100%
Dredge	21-18	H & L CONTRACTING, LLC	Manasquan Yacht Club, Brielle, NJ	Private work	M.R.Y.C	[redacted]	5/31/2022	100%
Road	21-19	H & L CONTRACTING, LLC	Grid deck replacement - LOOP PKWY	D264563	NYSDOT	[redacted]	10/31/2024	100%
Airport	21-20	PETER SCALAMANDRE & SON, IN	JFK Terminal 4 Phase 2.5 Redevelopement	Subcontract 270404-82	DELTA AIRLINES	[redacted]	10/31/2021	100%
Dredge	21-21	H & L CONTRACTING, LLC	Mechanical dredging of Silver Eel Cove-Fishers Island	21-PW-077	SCDPW	[redacted]	11/11/2021	100%
Dredge	21-22	H & L CONTRACTING, LLC	Dredging at Nissequogue		SCDPW	[redacted]	12/31/2021	100%
Marine	21-23	GREAT LAKES	Earthmoving-Democrats Point	Subcontractor	USAOCE	[redacted]	3/21/2022	100%
Dredge	21-24	H & L CONTRACTING, LLC	Town of Southampton T&M		Town of Southampton	[redacted]	1/31/2022	100%
Road	21-25	EASTERN ENVIRONMENTAL SOL	Oil Spill Removal and Backfill		EASTERN ENVIRONMENTAL SOLUTIONS INC	[redacted]	11/30/2021	100%
Dredge	21-26	H & L CONTRACTING, LLC	Dredging at Smith Point Marina	CEADS090221	SCDPW	[redacted]	12/31/2021	100%
Dredge	21-27	H & L CONTRACTING, LLC	Dredging at Howells Creek, Town of Babylon	CEADS090221	SCDPW	[redacted]	12/31/2021	100%
Utility	21-28	ASPLUNDH	Bay Park Distibution Feeders		PSEG	[redacted]	5/31/2022	100%
Dredge	21-29	H & L CONTRACTING, LLC	Dredging at Hoffmans's Marina	Private work	Hoffman's Marina	[redacted]	12/31/2021	100%
Road	21-30	FIDELITY & DEPOSIT OF MARYLA	Closeout insurance for CR12 project - SCDPW	Subcontractor	Cashin Spinelli & Ferretti	[redacted]	12/31/2022	100%
Admin	22-MA	2022 MAINTENANCE	H&L Equipment Maintenance, no revenue			[redacted]	12/31/2022	100%
Bridge	22-01	H & L CONTRACTING, LLC	Swamp Road, #3-EB 495 over Roud Swamp Road, & #4-Stewart Ave Ramp to Meadowbrook Pkwy.	D264682	NYSDOT	[redacted]	12/31/2023	100%
Rail	22-02	H & L CONTRACTING, LLC	Guide rail - various work orders	GFI121921/CP 5180.357	SCDPW	[redacted]	12/17/2024	100%
Road	22-03	H & L CONTRACTING, LLC	Pavement Preservation (asphalt) at various locations, NYC including Cross Bronx Expy, Brooklyn Queens Expy, & Prospect Expy.	D264679	NYSDOT	[redacted]	6/20/2024	100%
Bridge	22-04	H & L CONTRACTING, LLC	over Washington Ave, #2- WB 495 over Holbrook Rd, #3- WB 495 over Blue Point Road, #4- EB 495 over Blue Point Rd, #5- CR16 (Horse Block Rd) over	D264689	NYSDOT	[redacted]	12/31/2023	100%

FIVE YEARS COMPLETED WORK **H & L CONTRACTING LLC**

Road	22-05	H & L CONTRACTING, LLC	Priority Resurfacing Treatment - Various Locations: #1- RTE25A, #2- Southern State Pkwy, #3- RTE111, #4- RTE27 NSR, #5- RTE27 SSR	D264714	NYSDOT	[redacted]	8/31/2023	100%
Admin	22-06	H & L CONTRACTING, LLC	Clean up at yard	Private work			12/31/2022	100%
Dredge	22-07	H & L CONTRACTING, LLC	Captree Boat Basin dredging	D005921/LI-CP-2022-001	NYSOPRH		12/31/2022	100%
Road	22-08	H & L CONTRACTING, LLC	LIE 495 and Crooked Hill Road	D264629	NYSDOT		8/30/2024	100%
Road	22-09	H & L CONTRACTING, LLC	Safety Enhancements	D264725	NYSDOT		11/9/2023	100%
Dredge	22-10	H & L CONTRACTING, LLC	Oyster Bay Dredge repairs		H&L		12/31/2022	100%
Road	22-11	STEVEN DUBNER LANDSCAPING	TOH East & West BLVD Bay Park	PW#45-21	TOWN OF HEMPSTEAD		12/31/2022	100%
Rent	22-12	MISCELLANEOUS RENTALS					12/31/2022	100%
Dredge	22-13	H & L CONTRACTING, LLC	Dredge Brown's River disposal-Phase II South dike	CEADS090221	SCDPW		7/30/2022	100%
Dredge	22-14	H & L CONTRACTING, LLC	Dredge Brown's River disposal-Phase I North dike	CEADS090221	SCDPW		7/30/2022	100%
Road	22-15	H & L CONTRACTING, LLC	PRIORITY RESURFACING PHASE 6	H61587-PR6	NCDPW		1/1/2023	100%
Airport	22-16	H & L CONTRACTING, LLC	Taxiway improvements at Republic Airport	D264801	NYSDOT		6/30/2024	100%
Road	22-17	RICHARD GRIM INC	Asphalt Paving-Town of Hempstead, Elmont	PW#32-21	Town of Hempstead		8/31/2022	100%
Marine	22-18	H & L CONTRACTING, LLC	Oyster Shelling, VA	SMD 22-01	Commonwealth of VA		8/1/2022	100%
Marine	22-19	SEACOAST CONSTRUCTION	50 Red Spring Lane, Glen Cove	Private work	Seacoast Construction		10/31/2022	100%
Dredge	22-20	H & L CONTRACTING, LLC	State Channel Maintenance Dredging (JOC)	DP 22455	NJDOT		12/31/2024	100%
Airport	22-21	H & L CONTRACTING, LLC	Rehabilitation of Taxiway C	JFK-114.364	Port Authority of NY & NJ		11/11/2022	100%
Road	22-22	SKANSKA USA BUILDING INC.	Asphalt Milling at the Major Deegan				9/30/2022	100%
Dredge	22-23	H & L CONTRACTING, LLC	Beach Colony, North Sea Rd, Southampton	Private work			12/31/2023	100%
Road	22-24	STEVEN DUBNER LANDSCAPING	NYU 181 Mercer				9/30/2022	100%
Misc	22-25	VESSEL RECOVERY	Shinnecock Inlet				9/30/2022	100%
Road	22-26	STASI BROTHERS	Mix in Place & Asphalt Paving, Valley Stream	Subcontractor	Village of Valley Stream		8/31/2022	100%
Road	22-27	H & L CONTRACTING, LLC	Concrete pavement repairs LIE exit 64 to 67	D264802	NYSDOT		11/30/2024	100%
Misc	22-28	H & L CONTRACTING, LLC	Improvement to South Ferry Dock	D264820	NYSDOT		4/30/2025	100%
Road	22-29	H & L CONTRACTING, LLC	Maintenance Cleaning NYC, various locations	D264834	NYSDOT		12/16/2024	100%
Airport	22-30	H & L CONTRACTING, LLC	Taxiways W/B Rehabilitation Construction LI Macarthur Airport	DAT2022-003	Town of Islip		10/31/2022	100%
Dredge	22-31	H & L CONTRACTING, LLC	Maintenance dredging of Newburyport Harbor	W912WJ22C0012	USACE		12/31/2022	100%
Misc	22-32	H & L CONTRACTING, LLC	Buchanan Marine - Sunken Dredge				12/31/2022	100%
Airport	22-33	BEL AIR ELECTRIC	Electric Assist Work at JFK Airport	JFK-144.023	Port Authority of NY & NJ		9/30/2022	100%
Road	22-34	PRATT BROTHERS	Asphalt Milling at Arthur Avenue Area in Bethpage NY		Town of Oyster Bay		11/30/2022	100%
Road	22-35	RICHARD GRIM INC	Asphalt Paving at Messick Ave & Perkins Ave	PW#07-21	Town of Hempstead		9/30/2022	100%
Road	22-36	ASPLUNDH	Flowerfield to Terryville PSEG Project	PO #109C127	PSEG		5/31/2023	100%
Road	22-38	H & L CONTRACTING, LLC	Priority Surface Treatment NY 25A, various locations	D264857	NYSDOT		2/15/2024	100%
Dredge	22-39	H & L CONTRACTING, LLC	Dredging Browns River	PO # 2203909	Town of Islip		1/30/2023	100%
Dredge	22-40	H & L CONTRACTING, LLC	Dredge Timber Point East Marina & Green Creek, Town of Islip	PO # ECP09277/WW 22-10	SCDPW		1/30/2023	100%

FIVE YEARS COMPLETED WORK **H & L CONTRACTING LLC**

Dredge	22-41	H & L CONTRACTING, LLC	Dredging Rye boat basin and Milton Harbor	2022-01	Rye Dept of Public Works	[redacted]	11/30/2022	100%
Fence	22-42	PRATT BROTHERS	Fence installation @ Christopher Morley Park	2020-88/NCDPW WO #29	Nassau County Dept of Public Works		12/31/2022	100%
Road	22-43	H & L CONTRACTING, LLC	Bridge Maintenance Repair Where and When	D264858	NYSDOT		12/31/2024	100%
Road	22-44	EL SOL/DEFOE JV	Asphalt Milling & Paving, Bruckner Expressway @ Hunts Point Ave	D900051	NYSDOT		8/15/2023	100%
Road	22-45	JOHN CIVETTA & SONS, INC.	JFK Airport, Taxi Stand #6 Relocation	60665875	Port Authority of NY & NJ		12/31/2022	100%
Road	22-46	L.E.B. Electric LTD	Macarthur Airport 6-24 Runway	DAT2022-005	Town of Islip		12/31/2022	100%
Road	22-47	El Sol/EsEnterprises II	Richmond Avenue, Staten Island	D264699	NYSDOT		4/30/2026	100%
Road	22-48	NASSAU COUNTY BRIDGE AUTH	Remove and Repair Drainage		NCBA		11/30/2022	100%
Dredge	22-49	H & L CONTRACTING, LLC	Maintenance dredging at Stony Brook Harbor	WW 22-11	SCDPW		1/31/2023	100%
Road	22-50	DEFOE CORP.	Asphalt Patching - Cross Bronx Expressway	D264420	NYSDOT		12/31/2022	100%
Dredge	22-51	H & L CONTRACTING, LLC	Dredging with 490 Long reach, Kingsburg, NJ		NJDOT		12/31/2022	100%
Admin	23-MA	2023 MAINTENANCE	H&L Equipment Maintenance, no revenue				12/31/2023	100%
Rent	23-01	MISCELLANEOUS RENTALS					12/31/2023	100%
Misc	23-02	H & L CONTRACTING, LLC	Clean up Port Jeff yard				3/31/2023	100%
Road	23-03	JOHN CIVETTA & SONS, INC.	JFK Airport, Miscellaneous Milling	60665875	Port Authority of NY & NJ		3/31/2023	100%
Marine	23-04	H & L CONTRACTING, LLC	Fabricate & Install Weir Box, Swan River Upland Disposal	WW 23-03	SCDPW		3/31/2023	100%
Road	23-05	H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 9	H61587-PR9	NCDPW		6/30/2024	100%
Road	23-06	H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 10	H61587-PR10	NCDPW		6/30/2024	100%
Road	23-07	H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 11	H61587-PR11	NCDPW		6/30/2024	100%
Marine	23-08	H & L CONTRACTING, LLC	Repair Bulkhead at Browns River West Marina	PO 2301306	Town of Islip - Parks		4/30/2023	100%
Road	23-09	JOHN CIVETTA & SONS, INC.	270 Park Avenue, Asphalt Paving		270 Park		4/30/2023	100%
Parks	23-10	DEFOE CORP.	Maspeth Park, Asphalt Paving	D264369	NYSDOT		6/30/2023	100%
Road	23-11	ROADWORK AHEAD	Mix-in-Place at Island Park		Roadwork Ahead Inc.		4/30/2023	100%
Dredge	23-12	H & L CONTRACTING, LLC	Oyster Bay Dredge repairs		H&L		12/31/2023	100%
Dredge	23-13	H & L CONTRACTING, LLC	Scrod Repairs		H&L		12/31/2023	100%
Marine	23-14	H & L CONTRACTING, LLC	Oyster Shelling, VA	SMD 23-01	Commonwealth of VA		9/30/2023	100%
Road	23-15	H & L CONTRACTING, LLC	RESURFACING CR 93 ERIE ST TO MICHIGAN ST	MACMFP031923/CP 5014.368	SCDPW		12/31/2024	100%
Road	23-16	H & L CONTRACTING, LLC	Maintenance drainage -clean, repair & replace Vets Hwy	D265027	NYSDOT		7/2/2025	100%
Marine	23-17	K2 CONTRACTING GROUP	Mallory Pier Replacement, Kings Point, NY	#23USMMA00101	US DOT/Maritime Administration		11/17/2023	100%
Marine	23-18	K2 CONTRACTING GROUP	Crowninshield Pier Demolition, Kings Point, NY	#23USMMA00201	US DOT/Maritime Administration		11/17/2023	100%
Marine	23-19	RESILIENTSEAS LLC	Maintenance dredging @ Shoal Harbor, NJ	W912DS22C0019	USACE		10/4/2023	100%
Road	23-20	H & L CONTRACTING, LLC	Concrete pavement restoration various locations	D265031	NYSDOT		9/16/2024	100%
Road	23-22	PRATT BROTHERS	Asphalt Milling and Paving PR6 at Woodmere NY	H61587-PR8	Nassau County Dept of Public Works		7/31/2023	100%
Road	23-24	EL SOL CONTRACTING	Bridge Rehabilitation of Bruckner Expressway over Rosedale Ave	D264892	NYSDOT		12/31/2025	100%
Road	23-25	JOHN CIVETTA & SONS, INC.	JFK Terminal 6 & 7 Project	JFKT6-01-070-009	JFK Millennium Partners		9/30/2023	100%

FIVE YEARS COMPLETED WORK **H & L CONTRACTING LLC**

Marine	23-26	HINCK ELECTRIC CORP	T&M Repairs at the Quogue Drawbridge	PO# DPW00003205	County of Suffolk	[redacted]	10/31/2023	100%
Airport	23-27	H & L CONTRACTING, LLC	Taxiway C Rehabilitation and Taxiway G Lighting Replacement	DAT2023-004	Town of Islip		12/31/2023	100%
Dredge	23-28	H & L CONTRACTING, LLC	Construction of Access Channel - Alloway / Wind Port	DP 23705	NJDOT		3/31/2024	100%
Dredge	23-29	H & L CONTRACTING, LLC	Maintenance dredging of Browns Creek	W912DS23C0014	USACE		3/31/2024	100%
Airport	23-30	H & L CONTRACTING, LLC	Rehab of Taxiways C6 and W	JFK 184.045	Port Authority of NY & NJ		11/30/2023	100%
Road	23-31	H & L CONTRACTING, LLC	NYSDOT Maintenance Yard, Glen Cove Road @ East Hills	PO#0000012229	NYSDOT		9/15/2023	100%
Road	23-32	H & L CONTRACTING, LLC	Highway Concrete Repairs NY27 from Rt 112 to CR 101	D265059	NYSDOT		2/28/2025	100%
Marine	23-33	K2 CONTRACTING GROUP	Hague Basin Piles Replacement, Kings Point, NY	#23USMMA00301	US DOT/Maritime Administration		11/17/2023	100%
Dredge	23-34	H & L CONTRACTING, LLC	Dredging at Champlin Creek, Tallulah & Davison Lagoons	WW 23-10	SCDPW		11/30/2023	100%
Dredge	23-35	H & L CONTRACTING, LLC	Dredging at Shinnecock Inlet East Cut	WW 23-09	SCDPW		12/31/2023	100%
Road	23-36	EL SOL CONTRACTING	Bridge Rehabilitation of Bradley & Woolley Avenue over the Staten Island Expressway	D264749	NYSDOT		12/31/2023	100%
Road	23-37	H & L CONTRACTING, LLC	Resurface Various County Roads H61587-75G	H61587-75G	NCDPW LD040398		9/30/2024	100%
Dredge	23-39	H & L CONTRACTING, LLC	Dredging at Newport Beach	Private work	Newport Beach Property Association		9/30/2023	100%
Airport	23-40	FERREIRA CONSTRUCTION	JFK T1 Airside Asphalt Repair	FCC 2209	Port Authority of NY & NJ		10/31/2023	100%
Dredge	23-41	H & L CONTRACTING, LLC	South Oyster Bay Canal Dredging	DPW23-254	Town of Oyster Bay		1/31/2024	100%
Road	23-42	H & L CONTRACTING, LLC	Resurfacing of CR 83, Patchogue Mt Sinai Rd	CP 5548	SCDPW		11/30/2024	100%
Road	23-44	SUFFOLK PAVING CORP	Asphalt Paving - Village of Hempstead	BID #8-HEMV 2022/2023	VILLAGE OF HEMPSTEAD		11/30/2023	100%
Marine	23-45	H & L CONTRACTING, LLC	Reconstruction of Shinnecock Canal Locks Phase IX	CP 5343.316	SCDPW		9/30/2024	100%
Dredge	23-46	H & L CONTRACTING, LLC	Beach Colony, North Sea Rd, Southampton	Private work			12/31/2024	100%
Stone	23-47	MICHAELS STONE CORP	Stone Delivery	Private work			5/31/2024	100%
Dredge	23-48	H & L CONTRACTING, LLC	NJ Patcong Creek Channel- Maintenance dredging & channel improvements	DP 23704	NJDOT		11/30/2024	100%
Admin	24-MA	2024 MAINTENANCE	H&L Equipment Maintenance, no revenue				12/31/2024	100%
Rent	24-01	MISCELLANEOUS RENTALS					12/31/2024	100%
Road	24-02	EL SOL/DEFOE JV	Asphalt Milling & Paving, Bruckner Expressway @ Hunts Point Ave, Contract III	D900055	NYSDOT		12/31/2025	100%
Marine	24-03	H & L CONTRACTING, LLC	Fire Island Trap Bags	PO#CE000000751	SCDPW		4/30/2024	100%
Road	24-04	H & L CONTRACTING, LLC	Pavement Preservation (Asphalt)- NYC	D265159	NYSDOT		6/30/2026	100%
Parks	24-05	APPLIED LANDSCAPE TECH	Pavement Milling and Disposal at Corona Park	Q099-319M	NY CITY DEPT OF PARKS & REECREATION		3/31/2024	100%
Road	24-06	H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 12	H61587-PR12	NCDPW		11/30/2024	100%
Road	24-07	H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 13	H61587-PR13	NCDPW		11/30/2024	100%
Marine	24-08	WEEKS MARINE	T Groins @ Union Beach NJ	108051-05	USACE		6/30/2024	100%
Marine	24-10	H & L CONTRACTING, LLC	Oyster Shelling	SMD 24-01	Commonwealth of VA		8/1/2024	100%
Bridge	24-11	PRATT BROTHERS	Nassau County Bridge Repairs, starting 2024	H66302W	NCDPW		8/31/2020	100%
Marine	24-12	H & L CONTRACTING, LLC	Emergency repairs and rehabilitation of tidal gates at East Island	PO # 240285-000	City of Glen Cove		10/31/2024	100%
Road	24-13	H & L CONTRACTING, LLC	Asphalt Pavement Repairs at Anchorage Yacht Club		Anchorage Yacht club		6/30/2024	100%
Road	24-15	EL SOL CONTRACTING/ES II	Design-Build Services for Cross Bay Bridge and Marine Parkway Bridge	CB-30	MTA Construction & Development		8/31/2024	100%

FIVE YEARS COMPLETED WORK **H & L CONTRACTING LLC**

Road	24-16	H & L CONTRACTING, LLC	Asphalt Pavement Resurfacing - Southern State Pkwy	D265258	NYSDOT	[redacted]	7/21/2025	100%
Dredge	24-17	H & L CONTRACTING, LLC	JOC Maintenance dredging 2024 - NORTH BARNAGET	DP 24701 / CONT#24-32749	NJDOT		7/31/2025	100%
Dredge	24-18	H & L CONTRACTING, LLC	JOC Maintenance dredging 2024 - SOUTH	DP 24702 / CONT#24-32750	NJDOT		7/31/2025	100%
Marine	24-19	SCOBO	Barge rental for Glen Cove Fireworks Display	Private work	Frank Scobbo Contractors, INC		7/6/2024	100%
Dredge	24-23	SEACOAST CONSTRUCTION	Maintenance dredging of the Mattituck Harbor	W912DS24B0005	USACE		1/31/2025	100%
Bridge	24-24	GREENMAN-PEDERSEN, INC.	Cross Bronx Expressway, Nightly Inspection Assist	PO#BAB-2200061.00	Greenman-Peterson, Inc.		9/30/2024	100%
Dredge	24-25	H & L CONTRACTING, LLC	Maintenance dredging of the Long Island Intracoastal Waterway	W912DS24C0027	USACE		12/31/2024	100%
Dredge	24-28	H & L CONTRACTING, LLC	Dredging @ Corey Creek and Boylan Lane	WW 24-02	SCDPW		3/31/2025	100%
Dredge	24-29	H & L CONTRACTING, LLC	Furnish Equipment for beach nourishment dredging @ Meschutt Beach	WW 24-04	SCDPW		4/30/2025	100%
Dredge	24-30	H & L CONTRACTING, LLC	Maintenance dredging- Napeague Harbor	WW 24-05	SCDPW		4/30/2025	100%
Dredge	24-31	H & L CONTRACTING, LLC	Boylan Lane Repair/Restore Dike	WW 24-06	SCDPW		5/31/2025	100%
Dredge	24-32	H & L CONTRACTING, LLC	Swan Creek Repair/Restore dike	WW 24-07 & 24-08	SCDPW		5/31/2025	100%
Road	24-37	H & L CONTRACTING, LLC	NYSDOT Maintenance Yard, Central Islip Yard	PO 000092065	NYSDOT		1/31/2025	100%
Dredge	24-38	H & L CONTRACTING, LLC	Carter Creek Dredging	Suffolk County Piggyback	Town of Southampton		12/31/2024	100%
Rent	25-01	MISCELLANEOUS RENTALS					12/31/2025	100%
Dredge	25-02	GREAT LAKES	Fire Island Inlet Crossovers		USACE		6/30/2025	100%
Road	25-06	EL SOL CONTRACTING/ES II JV	Brige rehabilitation of Fort Hamilton Parkway over Gowanus Expressway	D265310	NYSDOT		4/30/2025	100%
Marine	25-08	H&L CONTRACTING LLC	Crossover rehab Fire Island	DPW000004125	SCDPW		5/31/2025	100%
Marine	25-09	H&L CONTRACTING LLC	SCPD Emergency Dredging - Timber Point Marina	DPW00004164	SCDPW		12/31/2025	100%
Marine	25-10	H & L CONTRACTING, LLC	Oyster Shelling	SMD 25-01	Commonwealth of VA		9/30/2025	100%
Marine	25-11	H&L CONTRACTING LLC	Potomack River Fisheries Commission	PO# 2025-06-09	Potomack River Fisheries Commission		6/18/2025	100%
Dredge	25-13	H&L CONTRACTING LLC	Maintenance Dredging Berkely Channels - Stouts Creek	DP 25701	NJDOT		7/31/2025	100%
Dredge	25-15	PW Grosser	Test Holes at Browns River		SCDPW		6/30/2025	100%
Road	25-22	JOHN CIVETTA & SONS, INC.	Asphalt Milling and Paving at Cutter Mill Road	H63036-01G	NCDPW		12/31/2025	100%
Road	25-23	DEFOE CORP.	Bridge Replacement of Hospital Road over Rte. 27, North Service Rd	D264397	NYSDOT		12/1/2025	100%
Dredge	25-24	H&L CONTRACTING LLC	Dredging of Howells Creek	PO#14256	Village of Bellport		12/31/2025	100%

c. ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? NO
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? NO
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

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d. that has ever been barred from bidding municipal or public contracts? NO
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? NO
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

N/A

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

N/A

10. In what other lines of business are you financially interested?

KPI, Rason, ~~Materials~~ Scott Materials

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11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
Keith Haney	managing member	20+	Heavy Construction All Road & marine	
Chris Haney	member	20+	Heavy Construction All Road & marine	
James K. Haney III	member	20+	Heavy Construction All Road & marine	

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
See attached equipment list. Present locations will be provided upon request.			

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

Will be provided upon request.

(use additional blank sheets if additional space is necessary)

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H & L OFF HIGHWAY EQUIPMENT LOG

ITEM #	ASSET #	YEAR	MANUFACTURER	MODEL	DESCRIPTION	SERIAL #	YEAR ACQUIRED	SPEC COMMENT	AMT OF INSURANCE	ON WATER YES/NO
	AC001	N/A	AIRMAN	PDS1855	AIR COMPRESSOR	B4-6C20966	N/A	TOWABLE	$1,000.00	N
	AC002	N/A	AIRMAN	PDS400S	AIR COMPRESSOR	6B10068	N/A	TOWABLE	$2,000.00	N
	AC003	N/A	AIRMAN	PDS1855	AIR COMPRESSOR	B4-6C20254	N/A	TOWABLE	$1,000.00	N
	AC004	N/A	AIRMAN	XAS96JD	AIR COMPRESSOR	4500AO6143HOO5825	N/A	TOWABLE	$2,000.00	N
	AC005	2020	ATLAS COPCO	XATS400	AIR COMPRESSOR	HOP078232	2021	400CFM-DEERE	$44,020.00	N
	AC006	2020	ATLAS COPCO	XATS400	AIR COMPRESSOR	HOP078346	2021	400CFM-DEERE	$44,020.00	N
	AC007	2022	ATLAS COPCO	XATS250	AIR COMPRESSOR	APP85628	2022	KUBOTA	$37,000.00	Y
	AC008	2022	DOOSAN P425	P425	AIR COMPRESSOR	504311UKAFH17	2022	CUMMINS	$68,107.88	N
	AC009	N/A	SULLAIR	375DPQJD3	AIR COMPRESSOR	201101110016	N/A	TOWABLE	$2,000.00	N
	AC010	2019	SULLAIR	425DPQJD	AIR COMPRESSOR	201007090029	N/A	TOWABLE	$16,921.00	N
	AC011	N/A	SULLIVAN PALATEK	DF375PDJDSB	AIR COMPRESSOR	72225	N/A	TOWABLE	$2,000.00	N
	AC012		ATLAS COPCO	XAS400 JD7	AIR COMPRESSOR	Deere Eng. PE4045R074468		SKID MOUNT ON J.D. 710K	$10,000.00	N
	AP001	2011	CATERPILLAR	AP655D	ASPHALT PAVER	GNZ00417	2019	TRACK 8'	$55,000.00	N
	AP002	2013	CATERPILLAR	AP1055E	ASPHALT PAVER	TJF00285	2019	TRACK 10'	$100,000.00	N
	AP003	2019	CATERPILLAR	AP1055F	ASPHALT PAVER	TJ501107	2019	TRACK 10'	$500,000.00	N
	AP004	2021	CATERPILLAR	AP1055F	ASPHALT PAVER	TJ501373	2021	TRACK 10'	$549,056.25	N
	AP005	2024	CATERPILLAR	AP1055	ASPHALT PAVER	F7T00549	2025	TRACK 10'	$610,000.00	N
	AR002	2020	CATERPILLAR	CB10	ASPHALT ROLLER DD66"	P8P00471	2020	66" DRUM	$150,000.00	N
	AR003	2020	CATERPILLAR	CB15	ASPHALT ROLLER DD84"	9400245	2020	84" DRUM	$225,000.00	N
	AR004	2020	CATERPILLAR	CB15	ASPHALT ROLLER DD84"	9400247	2020	84" DRUM	$225,000.00	N
	AR005	2018	DYNAPAC	CC11004I	ASPHALT ROLLER 42"	CJA021487	2020	42" DRUM	$31,500.00	N
	AR006	1983	HYPAC	C350D	ASPHALT ROLLER STATIC 54"	6167	2021	10 TON STATIC	$2,000.00	N
	AR007	1983	HYPAC	C350D	ASPHALT ROLLER STATIC 54"	109D08906504	2020	10 TON STATIC	$15,000.00	N
	AR008	1983	HYPAC	C350D	ASPHALT ROLLER STATIC 54"	109D08906613	2020	PARTS 10 TON STATIC MACHINE	$15,000.00	N
	AR009	2019	CATERPILLAR	CB10	ASPHALT ROLLER DD66"	ONPPOO191	2025	66 INCH DOUBLE DRUM	$94,500.00	N
	AR010	2025	CATERPILLAR	CB10	ASPHALT ROLLER DD66"	OL9R01038	2025	66 INCH DOUBLE DRUM	$182,000.00	N
	AR011	2021	CATERPILLAR	CB16	ASPHALT ROLLER DD84"	OHP500155	2025	84 INCH DOUBLE DRUM	$196,000.00	N
	AR012	2024	CATERPILLAR	CB16	ASPHALT ROLLER DD84"	OHP501086	2025	84 INCH DOUBLE DRUM	$246,000.00	N

H & L OFF HIGHWAY EQUIPMENT LOG

ITEM #	ASSET #	YEAR	MANUFACTURER	MODEL	DESCRIPTION	SERIAL #	YEAR ACQUIRED	SPEC COMMENT	AMT OF INSURANCE	ON WATER YES/NO
	AT001	2025	CATERPILLAR	PC408B	COLD PLANER	KP800415	2025	SKID STEER MOUNT 30"-CAT272D	$94,500.00	N
	AT002	2025	TRIMBLE	ROBOTICS-ACCESS	ROBOTICS-ACCESSORIES	VARIOUS	2025	TRIMBLE VARIOUS	$90,901.00	N
	AT003	2025	TRIMBLE	ROBOTICS-ACCESS	ROBOTICS-ACCESSORIES	VARIOUS	2025	TRIMBLE VARIOUS	$71,464.00	N
	AT004	2019	REV DRILL	30HD	EXC- MOUNTED DRILL	LRN8456	2019	30' STRAIGHT MOUNT-FOR PC238	$154,395.00	N
	AT005	2020	CATERPILLAR	PC408B	COLD PLANER	OXCP00498	2020	SKID STEER MOUNT 30"-CAT272D		
	AT006	2025	MONTABERT	SD42	HYD. BREAKER	AC4503907	2026	730 LBS - 3.3" TOOL	$23,275.00	N
	AT007		TOKU-STRIKER	SC220	EXC- MOUNTED TAMPER	2180501	2023	FITS "200" SERIES LINKAGE	$8,000.00	
	CC001	2011	TEREX AMERICAN	HC165	CRANE CRAWLER	WIBA0229	2014	CUMMINS - 165 TON	$650,000.00	N
	CT001	2020	JOHN DEERE	450K	CRAWLER TRACTOR	1T045KXPMF395245	2021	80 HP-9TON-2.5 YD	$179,000.00	N
	CT002	2014	KOMATSU	D65WX-17	CRAWLER TRACTOR	2177	2014	200 HP-25 TON-6YD	$55,000.00	N
	CT004	2015	KOMATSU	D61PXi-23	CRAWLER TRACTOR	31183	2023	168HP-20 TON-5 YD MACHINE CONTROL	$185,000.00	N
	CT005	2017	KOMATSU	D61PX-24	CRAWLER TRACTOR	B60062	2023	168HP-20 TON-5 YD	$175,000.00	N
	CT008	2017	CATERPILLAR	D6N-LGP	CRAWLER TRACTOR	VNG50128	2017	215 HP-25 TON-6YD MACHINE CONTROL	$30,000.00	N
	DR001	2020	CATERPILLAR	CS56B	DIRT ROLLER	OS5601316	2025	84" SINGLE DRUM DIRT ROLLER	$119,000.00	N
	ET001	2013	KOMATSU	PC78USLC-8	EXCAVATOR TRACK	18465	2013		$15,000.00	N
	ET002	2020	KOMATSU	PC78US-10	EXCAVATOR TRACK	36216	2020		$110,000.00	N
	ET003	2012	KOMATSU	PC228USLC-8	EXCAVATOR TRACK	50354	2012		$50,000.00	Y
	ET004	2013	KOMATSU	PC228USLC-8	EXCAVATOR TRACK	51618	2013		$50,000.00	Y
	ET005	2015	KOMATSU	PC228USLC-10	EXCAVATOR TRACK	1346	2015		$100,000.00	Y
	ET006	2013	KOMATSU	PC360LC-10	EXCAVATOR TRACK	A32782	2013		$100,000.00	N
	ET007	2019	KOMATSU	PC360LCi-11	EXCAVATOR TRACK	A38255	2019	IMC CONFIG.	$300,000.00	N
	ET008	2010	KOMATSU	PC450LC-8	EXCAVATOR TRACK	A10019	2010		$100,000.00	N
	ET009	2012	KOMATSU	PC490LC-10	EXCAVATOR TRACK	A40081	2012		$100,000.00	N
	ET010	2019	KOMATSU	PC490LC-11 LR	EXCAVATOR TRACK	A42278	2019	LONG REACH	$517,000.00	Y
	ET011	2019	KOMATSU	PC490LCi-11	EXCAVATOR TRACK	A45095	2019	IMC CONFIG.	$549,700.00	N
	ET012	2016	KOMATSU	PC1250LC-8MH	EXCAVATOR TRACK	30353	2016	MH CONFIG.	$1,636,311.00	N
	ET013	2016	KOMATSU	PC1250LC-8MH	EXCAVATOR TRACK	30356	2016	MH CONFIG.	$1,486,011.00	N
	ET014	2017	KOMATSU	PC1250LC-8LR	EXCAVATOR TRACK	30369	2021	LR CONFIG.	$895,000.00	Y
	ET015	2019	KOMATSU	PC1250LC-11MH	EXCAVATOR TRACK	50018	2019	MH CONFIG.	$1,632,000.00	Y
	ET016	2023	KOMATSU	PC238LC-11	EXCAVATOR TRACK	9734	2023			N
	ET100	2019	CATERPILLAR	374F LR	EXCAVATOR TRACK	DNM00443	2019	LR CONFIG.	$430,000.00	Y
	ET101	2019	CATERPILLAR	374F LR	EXCAVATOR TRACK	EBF20207	2020	LR CONFIG.	$745,000.00	Y
	ET102	2013	CATERPILLAR	385CLMH	EXCAVATOR TRACK	WAW00242	2019	MH CONFIG.	$550,000.00	Y
	ET200	2018	SENNEBOGEN	850M	EXCAVATOR TRACK	850.0.3013	2018	MH CONFIG.	$985,215.00	N
	ET201	2021	SENNEBOGEN	875R-HD	EXCAVATOR TRACK	875.5.1059	2021	MH CONFIG.	$1,860,602.00	Y
	ET202	2009	CATERPILLAR	320D	EXCAVATOR TRACK M. BUGGY	PHX02048	2012	WETLAND MARSH BUGGY CONFIG.	$365,000.00	Y
	ET203	2025	CATERPILLAR	330SLR	EXCAVATOR TRACK - M. BUGGY	WCH50401	2025	EIK - AM300 MARSH BUGGY CONFIG.	$785,000.00	Y
	EW001	2020	CATERPILLAR	M322F	EXCAVATOR WHEEL	FBW00394	2020	COUPLER-JAW	$373,083.00	N
	EW002	2021	CATERPILLAR	M322F	EXCAVATOR WHEEL	FBW00508	2021	COUPLER-JAW	$346,000.00	N

H & L OFF HIGHWAY EQUIPMENT LOG

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	EW003	2021	CATERPILLAR	M322F	EXCAVATOR WHEEL	FBW00521	2021	COUPLER-JAW	$375,842.50	N
	EW004	2024	KOMATSU	PW220-7	EXCAVATOR WHEEL	K40040	2004	COUPLER-JAW	$15,000.00	N
	EW006	2020	CATERPILLAR	M322F	EXCAVATOR WHEEL	FBW00422	2023	COUPLER-JAW	$400,000.00	N
	EW007	2023	CATERPILLAR	M322F	EXCAVATOR WHEEL	OKE630021	2025	COUPLER-JAW	$420,875.00	N
	EW008	2024	CATERPILLAR	M316	EXCAVATOR WHEEL	OKN740041	2026	COUPLER-JAW	$318,000.00	
	G001	2023	WACKER NEUSON	G25	GENERATOR	2320	2017	KOHLER TOWABLE	$27,000.00	Y
	G002	2023	WACKER NEUSON	G25	GENERATOR	2484	2024	KOHLER TOWABLE	$27,000.00	Y
	G003	2023	WACKER NEUSON	G25	GENERATOR	2490	2024	KOHLER TOWABLE	$27,000.00	Y
	HT004	2018	KOMATSU	HM400-5	HAUL TRUCK	10990	2021		$425,000.00	N
	HT005	2019	KOMATSU	HM400-5	HAUL TRUCK	11235	2021		$499,000.00	N
	HT006	2019	KOMATSU	HM400-5	HAUL TRUCK	11307	2020		$525,000.00	N
	HT020	2014	CATERPILLAR	740B	HAUL TRUCK	0T4R02796	2021		$692,345.00	N
	LB001	2014	JOHN DEERE	710K	LOADER BACKHOE	261717	2020	HAS ATLAS COPCO COMP. MOUNTED	$60,000.00	N
	LB002	2018	JOHN DEERE	710L	LOADER BACKHOE	1T0710LXHJF336466	2019		$179,500.00	N
	LB003	2020	CATERPILLAR	430FZ-ST	LOADER BACKHOE	430FCHWE01078	2025	M.P. - EXT. HOE - THUMB	$78,000.00	
	LT001	2018	MAGNUM-PRO	MLT6SM	LIGHT TOWER	3003262210	2024	KUBOTA	$5,000.00	Y
	LT002	2018	MAGNUM-PRO	MLT6SM	LIGHT TOWER	3003267769	2024	KUBOTA	$5,000.00	Y
	LT003	2018	MAGNUM-PRO	MLT6SM	LIGHT TOWER	3003586949	2024	KUBOTA	$5,000.00	Y
	LT004	2019	MAGNUM-PRO	MLT6SM	LIGHT TOWER	3004824989	2024	KUBOTA	$5,000.00	Y
	LT005	2019	MAGNUM-PRO	MLT6SM	LIGHT TOWER	3004837681	2024	KUBOTA	$5,000.00	Y
	MB001	2025	VER-MAC	1500LP G3	MESSAGE BOARD	2SGUS4115SS000071	2025		$27,670.00	N
	MB002	2025	VER-MAC	1500LP G3	MESSAGE BOARD	2SGUS4115SS000072	2025		$27,670.00	N
	MB003	2025	VER-MAC	1500LP G3	MESSAGE BOARD	2SGUS4115SS000073	2025		$27,670.00	N
	MB004	2025	VER-MAC	1500LP G3	MESSAGE BOARD	2SGUS4115SS000074	2025		$27,670.00	N
	MC001	2009	APE	ROBOVIV	SIDE GRIP-DRIVER EXT.	1030022	2010	EXC. MOUNT VIBR.	$40,000.00	N
	MC002	1994	BARBER-GREENE	BG-750	SHOULDER SPREADER	2AL00159	N/A	SHOULDER SPREADER	$50,000.00	N
	MC003	2014	BID-WELL	3600	BRIDGE DECK FINISHER	B36004852014	N/A	KOHLER-MULT.SECTIONS	$30,000.00	N
	MC005	N/A	FAMBO	PR1100 AR2950	SIDE GRIP-DRIVER-EXT.	08.16-0813	2015	EXC-MOUNT VIBR.	$50,000.00	N
	MC006	N/A	GODWIN	GHPU50	PUMP POWER PACK	13035494	20XX	10" AND 6" PUMPS	$40,000.00	Y
	MC007	N/A	GODWIN	GHPU90	PUMP POWER PACK	14047416	20XX	10" AND 6" PUMPS	$10,000.00	Y
	MC009	2014	TOP-CON	GX55	RADIO & MONITOR	1446-03899	2019	ORIGIN-BOMAG ROLLER	$34,105.00	N
	MC010	2016	ICE USA	ICE-570	HANGING VIBRO	174233	2012	ICE CLAMP MODEL 126	$30,000.00	N
	MC012	2005	APE	ROBOVIV	SIDE GRIP-DRIVER-EXT.	60106	2005	EXC-MOUNT VIBR.	$40,000.00	N
	MC013	2023	CRAFCO	SS125D	CRACK SEAL-MELTER	1418158	2023	SINGLE AXLE	$67,200.00	N
	MC014	2025	ALLEN ENGINEERING	TRTP265	TRIPLE ROLLER TUBE PAVER	T265062501	2025	16'-28' EXTENDED - HATZ DIESEL ENGINE	$275,000.00	N
	MC015		EZ-DRILL	210-4 EQM	CONCRETE DOWL DRILL	AH6075		MOUNTS ON J. DEERE 710 TLB	+/- 25,000.00	N
	MC016	2018	MARATHON	HMT80000T	ASPHALT HOTBOX	JH190401	2021	TRAILER MOUNT - 4 TON CAPACITY	$28,500.00	N
	MC017	2026	MARATHON	KEB115PT	HOT TACK KETTLE	XTH190550	2026	TRAILER MOUNT - 115 GAL CAPACITY	$17,000.00	N
	MC018	2003	BLAW-KNOX	HT540T	HOT TACK APPLICATOR	C120189	2003	540 GALLON - 2 AXLE	$5,000.00	

H & L OFF HIGHWAY EQUIPMENT LOG

ITEM #	ASSET #	YEAR	MANUFACTURER	MODEL	DESCRIPTION	SERIAL #	YEAR ACQUIRED	SPEC COMMENT	AMT OF INSURANCE	ON WATER YES/NO
	MM001	2016	WIRTGEN	W250i	MILLING MACHINE	0622-1018	2021	8'2" DRUM	$452,270.00	N
	MM002	2016	WIRTGEN	W250i	MILLING MACHINE	0622-1022	2021	12'2" DRUM	$602,300.00	N
	MM003	2016	WIRTGEN	W250i	MILLING MACHINE	0622-1023	2021	12'2" DRUM	$602,300.00	N
	MM004	2014	WIRTGEN	W250i	MILLING MACHINE	0622-0016	2023	8'2" DRUM	$240,000.00	N
	MM005	2025	WIRTGEN	W250XFi	MILLING MACHINE	1522-0004	2025	8'2" DRUM	$1,300,000.00	N
	MS001	2021	SUPERIOR	DT74P	MOBILE SWEEPER	821996	2021	PERKINS 3914-2200	$62,000.00	N
	MS002	2020	ELGIN	BADGER	STREET SWEEPER	CH836-PGL	2021	ISUZU CHASSIS-KUBOTA AUX.	$209,000.00	N
	MS003	2023	ODRA	MT4H	STREET SWEEPER	CH1167-TGL	2023	ISUZU CHASSIS-KUBOTA AUX.	$220,000.00	N
	MS004	2025	ODRA	MS5H	STREET SWEEPER	CH0014VPL	2025	FRTLNR M2 CHASSIS-CUMMINS-L9	$342,000.00	N
	MS005	2007	TYMCO	435	STREET SWEEPER	200712SNA42905	2025	ISUZU CHASSIS-KUBOTA AUX.	$55,000.00	N
	PS001	2012	ASTEC	KDS710	PORTABLE SCREENER	154175		KOHLER-7'X10'	$129,000.00	N
	PS002	2020	METSO	CV100	PORTABLE SCREENER	470031	2021	DEUTZ, 7'X11'	$53,334.88	N
	RS001	2015	WIRTGEN	WR250	RECYCLER STABLIZER	08WR.0094	2021		$496,150.00	N
	RT001	2018	KUBOTA	X1140WL	ROUGH TER. VEHICLE	24924	2019	ROUGH TERRAIN UTILITY VEHICLE	$24,000.00	N
	RT002	2018	KUBOTA	X1140WL	ROUGH TER. VEHICLE	26611	2019	ROUGH TERRAIN UTILITY VEHICLE	$24,000.00	N

H & L OFF HIGHWAY EQUIPMENT LOG

ITEM #	ASSET #	YEAR	MANUFACTURER	MODEL	DESCRIPTION	SERIAL #	YEAR ACQUIRED	SPEC COMMENT	AMT OF INSURANCE	ON WATER YES/NO
	SS002	2019	CATERPILLAR	272D	SKID STEER	GJ200514	2019	WHEELED	$119,444.00	N
	SS003	2020	GEHL	V420	SKID STEER	155455	2020	WHEELED	$75,000.00	N
	SS004	2018	JCB	26OT	SKID STEER	2428063	2019	TRACK	$58,500.00	Y
	SS005	2019	JOHN DEERE	333G	SKID STEER	360979	2019	TRACK	$65,000.00	N
	SS006	2022	MANITOU	4200V	SKID STEER	302423	2023	WHEELED	$90,500.00	N
	SS007	2024	CATERPILLAR	272D3XE	SKID STEER	AGJ200972	2024	WHEELED	$94,000.00	N
	TT001	2005	VERMEER	T555II	ROCK WHEEL TRENCHER	13007310	2025	36"DEEP - 6" WIDE	$155,000.00	N
	WL001	2013	KOMATSU	WA-380-7	WHEEL LOADER	A64173	2013	4 YD.	$150,000.00	N
	WL002	2015	KOMATSU	WA-380-7	WHEEL LOADER	A64274	2015	4 YD.	$110,000.00	N
	WL003	2019	KOMATSU	WA-380-8	WHEEL LOADER	A75159	2019	4 YD.	$248,000.00	N
	WL004	2019	KOMATSU	WA-380-8	WHEEL LOADER	A75167	2019	4 YD.	$248,000.00	N
	WL005	2019	KOMATSU	WA-470-8	WHEEL LOADER	A49539	2019	6 YD.	$349,000.00	N
	WL006	2016	KOMATSU	WA-500-7	WHEEL LOADER	A94378	2016	7 YD.	$469,426.00	N
	WL007	2017	KOMATSU	WA-500-8	WHEEL LOADER	A96115	2017	7 YD.	$393,780.00	N
	WL008	2020	KOMATSU	WA-600-8	WHEEL LOADER	80184	2021	10 YD.	$795,450.00	N
	WL009	2023	KOMATSU	WA480-YL	WHEEL LOADER	DZCT0012	2025	7 YD.	$350,000.00	N

14. In what manner have you inspected this proposed work? Explain in detail.

Detailed field investigation including measurements and existing conditions analysis.

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

INSTALL TRAFFIC MAINTENANCE DEVICES & COMPLETE INITIAL SURVEY & LAYOUT. FOR WORK WITHIN THE CULVERT, A PORTODAM SYSTEM WILL BE INSTALLED AND PATCHING & REPAIRS OF THE FLOOR, WALLS AND ROOF WILL BE COMPLETED IN 2 STAGES. ALL WORK OUTSIDE THE CULVERT WILL BE PERFORMED IN MULTIPLE STAGES AS DETAILED IN THE CONTRACT PLANS.

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

see attached

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term

See attached

NO TEXT ON THIS PAGE

H&L CONTRACTING

140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

Chris Haney
CHaney@HLCONTRACINGLLC.com

Professional Summary

Highly experienced civil construction professional and licensed engineer with over 25 years of leadership in heavy highway, bridge, marine, and rail infrastructure projects. Adept at managing large-scale public works from estimation through execution. Recognized for expertise in NYSDOT, LIRR, MTA, and U.S. Army Corps projects with a focus on safety, cost control, and schedule adherence.
Extensive experience with union labor and public agency coordination.
Strong background in bridge rehabilitation, marine construction, and road paving.
Proven ability to lead high-risk, high-visibility projects safely and efficiently.

Work Experience

H&L Contracting LLC
General Superintendent
Hauppauge, NY 11788
2005 to Present

Directed multi-million-dollar civil infrastructure projects, including bridge rehabilitations, dredging operations, and transit security upgrades.
Oversaw crews, subcontractors, and logistics to ensure project milestones were met on time and within budget.
Maintained safety and quality control compliance across diverse worksites.

Key Projects:
NYSDOT: Heckscher State Parkway Bridge Rehabilitation (Complete Bridge Rehab).
NYSDOT: I-495 Bridge Rehabilitation (Steel Repair & Bearing Replacement).
NYSDOT: Bridge Parapet Repairs (2 Separate Projects).
Various NYSDOT Guiderail & Fence Projects.
US ARMY Corps of Engineers various dredging projects (Hydraulic & Mechanical Dredging).
L.I.R.R.- Amott Culvert Project (Jacking 72" Pipe under live Railroad tracks, various drainage).
M.T.A.-Security Upgrades (Heavy duty gates & Security Fencing).
Suffolk County D.P.W. Various Bridge rehabilitation projects (Steel repair/deck).
Suffolk County D.P.W. Rehabilitation of Shinnecock Canal Locks.
NYS Office of GOV'T Services-Construction of Sunken Meadow Bridge.
NYS Office of GOV'T Services-Jones Beach Pier & Deck Repairs (Post-Hurricane Sandy).

Newborn Construction Inc.
Asphalt Superintendent
Center Moriches, NY 11934
1996 to 2005

Managed paving, traffic control, and bridge rehab projects for state and municipal clients.
Coordinated teams for NYSDOT highway/bridge and USACE dredging efforts.
Ensured safe, compliant job sites with efficient progress tracking.

Work Experience

Key Projects:

NYSDOT: I-495 Mill & Repaving project
contract value - $25M
NYSDOT: RTE 25 Mill & Repaving project contract value - $7M
NYSDOT: Cross Island Parkway Paving Project
contract value - $8M
Town of Islip Macarthur Airport Runway Rehabilitation
contract value - $2M

Traffic Control Supervisor

NYSDOT: I-495 Service Road Construction Yaphank
contract value - $26M

Project Superintendent

NYSDOT: Rehabilitation of 7 Bridges
contract value - $8M
NYSDOT: Rehabilitation of 3 Bridges
contract value - $4M
U.S. ARMY Corps of Engineers Dredging of Shrewsbury Inlet
contract value - $12M

General Foreman

Various NYSDOT Projects of Road Construction, Drainage, Sign Structures, Guiderail and Fencing.

Education

International Union of Operating Engineers Local 138

Certifications

OSHA 10 Hour Construction Safety
L.I.R.R. Road Worker Protection
MTA/N.Y.C.T. Track Safety Training
Lead Paint Awareness
Competent Person Certifications :

- Demolition & Excavation
- Road Construction & Drainage Installation
- Fence and Guardrail
- Pile Driving & Bulkhead Installation
- Dredging & Marine Work

Qualified Rigger

Insurance

Type	Company	Limits	Term
Commercial G/L	Clear Blue Insurance Co.	2,000,000/4,000,000	9/25/25-9/25/26
Auto	Clear Blue Insurance Co.	1,000,000	9/25/25-9/25/26
Excess Auto	Axix Surplus Insurance	5,000,000	9/25/25-9/25/26
Workers Comp	NYSIF	1,000,000	4/01/26-4/01/27
Umbrella	Clear Blue Insurance	3,000,000/1,000,000	9/25/25-9/25/26
Contractors Pollution	Siriuspoint Specialty	5,000,000	2/20/26-2/20/27
Contractors Professional	Siriuspoint Specialty	2,000,000	2/20/26-2/20/27

JAMES J. PRATT, III
Chairman

PAUL FARINO
Secretary, Treasurer

MARC HERBST
Executive Director

SHERYL BURO
Deputy Executive Director

The Voice of Long Island's Highway & Infrastructure Professionals

Board of Directors
PHILLIP M. BEYER
JASON GOLDEN
JAMES HANEY, III
WILLIAM HAUGLAND, JR.
JOSEPH K. POSILLICO
SAMANTHA RUTTURA
PETER SCALAMANDRE

January 2, 2026

RE: Signatory to LICA/138 Collective Bargaining Agreement

To Whom It May Concern:

Pleases be advised that H&L Contracting is a signatory to the Long Island Contractors' Association's collective bargaining agreement with the International Union of Operating Engineers Local 138, 138A, 138B & 138C for 2026 and participates in the apprenticeship training program outlined in this agreement.

If you have any questions or require any additional information, please contact me at (631) 231-5422.

Sincerely,

Sheryl Buro

Sheryl Buro
Deputy Executive Director/CFO

JAMES J. PRATT, III
Chairman

PAUL FARINO
Secretary, Treasurer

MARC HERBST
Executive Director

SHERYL BURO
Deputy Executive Director

LONG ISLAND CONTRACTORS' ASSOCIATION, INC. LICA

The Voice of Long Island's Highway & Infrastructure Professionals

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PETER SCALAMANDRE

January 2, 2026

RE: Signatory to LICA/1298 Collective Bargaining Agreement

To Whom It May Concern:

Pleases be advised that H&L Contracting is a signatory to the Long Island Contractors' Association's collective bargaining agreement with Laborers Union Local 1298 and participates in the apprenticeship training program outlined in Article IX of this agreement.

If you have any questions or require any additional information, please contact me at (631) 231-5422.

Sincerely,

Sheryl Buro

Sheryl Buro
Deputy Executive Director/CFO

New York City District Council of Carpenters Training Center

395 Hudson Street, 2nd Floor, New York, NY 10014
Phone: (212) 727-2224 Fax: (212) 727-9776
www.nyccarpenterstrainingcenter.org

James R. Hayes
Director of Training

Richard Wong
Assistant Director

June 2, 2026, 2026

H&L Contracting LLC
140 Adams Avenue
Suite B14
Hauppauge, NY 11788

To Whom It May Concern:

I am pleased to inform that the New York City District Council of Carpenters Training Center is a registered apprenticeship training program for the trades of:

- *Carpenter*, Trade Code #12037, Sponsor Code #10712, effective date, November 11, 1971
- *Dock Builder/Pile Driver*, Trade Code #12549, Sponsor Code #10712, effective date, May 24, 2005
- *Floor Coverer (Layer)*, Trade Code #16117, Sponsor Code #10712, effective date, September 6, 1983
- *Millwright*, Trade Code # 32143, Sponsor Code #10712, effective date, September 17, 1984
- *Cabinet Maker*, Trade Code # 44033, Sponsor Code #10712, effective date, April 5, 1979
- *Carpenter (High Rise Concrete)*, Trade Code # 12037, Sponsor Code # 12627, effective date, December 2, 2016

All trades are in accordance with article 23 of the Labor Law and the New York State Department of Labor Department of Apprenticeship Training.

According to our records H&L Contracting LLC is a signatory employer signed with the New York City District Council of Carpenters and the Apprenticeship Program. If you have any questions or require additional information, please feel free to contact me at 212-727- 2224.

Kindest Regards,

Richard Wong
Assistant Director of Training
The New York City District Council of Carpenters Training Center
395 Hudson Street
New York, NY 10014

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and
Covered Private Construction Projects in the State of New York,
Subject to the Prevailing Wage Requirements of
NYS Labor Law Article 8

H & L Contracting, LLC
140 Adams Ave
Ste B14
Hauppauge, New York 11788
Phone Number: 6318132266
Registration Number: 24-635DV-CR
Date of Issue: 2024-12-03
Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

Roberta Reardon
Commissioner
New York State Department of
Labor

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

NO TEXT ON THIS PAGE

NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says:
That he resides at Street,
in the City of that he is the of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

(Form of Affidavit where Bidder is a firm) / LLC

STATE OF NEW YORK)
Suffolk)ss.:
COUNTY OF ~~NASSAU~~)

Keith Haney Being duly sworn, deposes and says:
That he is a member of K4L Contracting LLC
the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
~~this 26 day of May~~ , 2026 .

DEBORAH RYDER
Notary Public, State of New York
No. 01RY6258036
Qualified in Suffolk County
Commission Expires March 19, 20 28

Deborah Ryder
Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says:
That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

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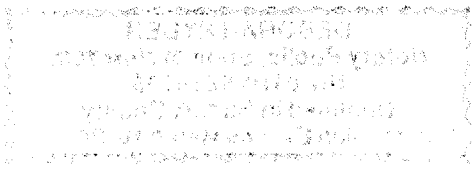

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Keith Haney, Managing Member — 5/26/26
Name and Title of Authorized Representative — m/d/yy

Signature — 5/26/26 Date

H+L Contracting LLC
Name of Organization

140 Adams Avenue, Suite B14, Hauppauge, NY 11788
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED DBE UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	H&L Contracting LLC
Address (street/city/state/zip code):	140 Adams Ave, Suite B14, Hauppauge, NY 11788
Authorized Representative (name/title):	Keith Haney, Managing Member
Authorized Signature:	
Contract Number:	H63029-26GR
Contract/Project Name:	Rehabilitation of Bannister Creek Bridge
Contract/Project Description:	Rehabilitation of Bannister Creek Bridge

Part 2- Projected DBE Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	$5,864,790.00		
Total DBE Dollar Amount	$165,513.00	DBE Contract Percentage	2.82%

NO TEXT ON THIS PAGE

Part 3- DBE Information (use additional blank sheets as necessary):

DBE Firm	Description of Work (DBE)	Projected DBE Contract Amount ($) and Award Date	DBE Contract Scheduled Start Date and Completion
Name: Gin-Skye Construction Inc. Address: 550 Main Street City: Westbury State/Zip Code: New York 11590 Authorized Representative: Brenda Stollings Telephone No. (516) 501-1515	Bridge Rail, Guide Rail, Fence, & Signs	Amount ($): $165,513.00 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Certified: --

B-18-26

NIFS ID: T62250-07M

Capital: **X**

Contract ID #: **T62250-07M**

NIFS Entry Date:

DPW Contract Number: **T62250-07M**

Department: Public Works

Service: **Traffic Signal Maintenance T62250-07M B18-26**

Term: **Three (3) years with an option to renew for one (1) additional year**

Contract Delayed:

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**Yes**
4) Significant Adverse Information Identified? (if yes, attach memo):	**Yes**
5) Insurance Required:	**No**

Vendor/Municipality Info:	
Name: **Welsbach Electric Corp. of L.I.**	ID#:**112354251**
Main Address: **300 Newtown Rd Plainview, NY 11803**	
Main Contact: **Darlene Kummer**	
Main Phone: **(516) 454-0023**	

Department:
Contact Name: **Frank Delucia**
Address: **Nassau County Department of Public Works 1194 Prospect Ave. Suite 183 Westbury, NY 11590**
Phone: **(516) 572-1784**
Email: **FDeLucia@nassaucountyny.gov,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,lcaruso@nassaucountyny.gov**

Contract Summary

Purpose: This contract will provide funding for the maintenance, repair, and modifications to traffic signals, streetlights, and related equipment 24 hours a day, 7 days per week under Contract T62250-07M.

Procurement History: The contract was advertised on May 27, 2026. The bids were received on June 30, 2026. Two (2) bids were received. Welsbach Electric Corp. of L.I was found acceptable as the lowest responsible bidder.

Description of General Provisions: The contract is to maintain, repair, and keep in good working order the County's existing 1600+signals, 400+ miscellaneous devices, 600 street lighting devices and related equipment. The contract duration is three (3) years with an option to extend for one (1) additional year, for a total of four (4) years. Current MWBE/SDVOB Utilization is 1.52%.

Impact on Funding / Price Analysis: Funding for this contract will be from Capital Project 62017 and from the Operating Fund. The total maximum amount from both funding sources for the 4-year period is $28,000,000.00. The initial encumbrance is $2,000,000.00.

Change in Contract from Prior Procurement: New Procurement.

Method of Source Selection:

☑ Formal Sealed Bid awarded to lowest, responsible bidder

Contract #: T62250-07M

Advertised On: 05/27/2026

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Publicly Opened On: 06/30/2026

Number of bids received: 2

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00004	PWCAPCAP 00004 62017 M07	01	$2,000,000.00
Project Number 62017 Project Detail M07								
						TOTAL		**$2,000,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$2,000,000.00
Other	$0.00
Total	**$2,000,000.00**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	09/03/2026 11:37AM	Approved
NIFS Final Approval	Christopher Yansick	09/03/2026 02:28PM	Approved
Final Approval	Christopher Yansick	09/03/2026 02:28PM	Approved
DPW			
Capital Fund Approval	Christopher Yansick	09/03/2026 02:28PM	Approved
Final Approval	Christopher Yansick	09/03/2026 02:28PM	Approved
County Attorney			
RE & Insurance Verification	Shannon Molloy	09/03/2026 02:48PM	Approved
Approval as to Form	Salvatore Spezio	09/03/2026 03:25PM	Approved
NIFS Approval	Mary Nori	09/04/2026 03:13PM	Approved
Final Approval	Mary Nori	09/04/2026 03:13PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	09/03/2026 02:30PM	Approved
NIFA Approval	Christopher Nolan	09/04/2026 11:09AM	Approved
Final Approval	Christopher Nolan	09/04/2026 11:09AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	09/04/2026 03:17PM	Approved
DCE Compliance Approval	Robert Cleary	09/08/2026 02:06PM	Approved
Vertical DCE Approval	Arthur Walsh	09/08/2026 03:19PM	Approved
Final Approval	Arthur Walsh	09/08/2026 03:19PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	09/08/2026 03:23PM	Approved

Legislature			
Final Approval			In Progress
DPW NIFS Field Entry			
Final Approval			Pending
NIFA			
NIFA Approval			Pending
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending

B18-26

RULES RESOLUTION NO. -2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND WELSBACH ELECTRIC CORP. OF L.I.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract T62250-07M, NASSAU COUNTY TRAFFIC SIGNAL MAINTENANCE, ["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the Department is representing to the Rules Committee that the term of this requirements contract is three (3) years, with the Department's option to extend the term of the Contract for an additional one (1) year period for a total Contract term of four (4) years.

WHEREAS, the estimated expenditures under this Contract, including during the period of any extension options that may be exercised by the Department, is $ 28,000,000.00.

WHEREAS, the firm of WELSBACH ELECTRIC CORP. OF L.I.

["Vendor"] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the funding for this contract is from Operating funds approved by the Nassau County Legislature, and

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

FORM OF BID BOND

IMPORTANT The bidder shall instruct the Surety Company to **USE THIS FORM PROVIDED** as the use of **ANY OTHER FORM** may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned Welsbach Electric Corp. of L.I.

as Principal; and Travelers Casualty and Surety Company of America as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

Two Hundred Thousand 00/100 dollars ($ 200,000.00) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 25th day of June, 2026

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under Contract No. T62250-07M for the

Traffic Signal Maintenance

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is subject to the following additional conditions and limitations.

a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Welsbach Electric Corp. of L.I.
Contractor

by _____ (L.S.) (Corporate seal of Contractor)
MICHAEL VALENTI, PRESIDENT/C.E.O. Title if a corporation)

by _____ (L.S.)
Title

by _____ (L.S.)
Title

Travelers Casualty and Surety Company of America
Surety

by _____ (L.S.)
Title of Officer
Camille Maitland, Attorney-In-Fact

Attest: _____ (L.S.) (Corporate seal of Surety)
Title of Officer

Page 5

(Acknowledgment by Contractor if a corporation)

STATE OF New York)
)
ss.:
COUNTY OF Nassau)

On this 30th day of June, 2026, before me personally came Michele Valenti to me known, who, being by me duly sworn, did depose and say for himself, that she resides in [redacted] that she is the President/CEO of the Welsbach Electric Corp. of L.I. the corporation described in, and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name thereto by like order.

Notary Public

DARLENE KUMMER
Notary Public, State of New York
No. 01KU6096716
Qualified in Suffolk County
Commission Expires August 4, 2027

(Acknowledgment by Contractor if a partnership)

STATE OF _____)
)
ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)
)
ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

Notary Public

(Acknowledgment by Surety Company)

STATE OF New York)

)

ss.:
COUNTY OF Nassau)

On this 25th day of June , 2026 , before me personally came Camille Maitland to me Known, who being by me duly sworn, did depose and say that he resides in [redacted]

that he is the Attorney-in-Fact of the Travelers Casualty and Surety Company of America , the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Nelly Renchiwich further said that he is acquainted with Camille Maitland and knows him to be the Attorney-in-Fact of said company; that the signature of the said Camille Maitland subscribed to the within instrument is in the genuine handwriting of the said Camille Maitland and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Nelly Renchiwich .

Notary Public

NELLY M RENCHIWICH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RE6218158
Qualified in Nassau County
Commission Expires March 1, 2030

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Travelers Casualty and Surety Company of America
of Hartford, Connecticut

a corporation organized under the laws of Connecticut and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $2,370,889,801. (Capital $6,480,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2025, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have here-unto set my hand and affixed the official seal of this Department at the City of Albany, this 17th day of April 2026.

Kaitlin Asrow
Acting Superintendent

By

Rawle Lewis
Special Deputy Superintendent

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Camille Maitland** of **UNIONDALE**, **New York**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **25th** day of **June**, **2026**.

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2025

CAPITAL STOCK $ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	$ 5,600,841,058	LOSSES	$ 1,735,139,597
STOCKS	117,961,687	LOSS ADJUSTMENT EXPENSES	175,170,609
CASH AND INVESTED CASH	107,398,185	COMMISSIONS	65,061,380
OTHER INVESTED ASSETS	10,607,862	OTHER EXPENSES	72,966,024
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	12,318,369	TAXES, LICENSES AND FEES	15,442,211
INVESTMENT INCOME DUE AND ACCRUED	51,295,419	CURRENT FEDERAL AND FOREIGN INCOME TAXES	7,061,861
PREMIUM BALANCES	354,898,997	UNEARNED PREMIUMS	1,749,236,242
REINSURANCE RECOVERABLE	50,418,933	ADVANCE PREMIUM	4,095,228
NET DEFERRED TAX ASSET	85,064,699	POLICYHOLDER DIVIDENDS	31,470,690
UNDISTRIBUTED PAYMENTS	14,917,791	CEDED REINSURANCE NET PREMIUMS PAYABLE	44,765,710
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	2,299,856	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	15,640,946
OTHER ASSETS	349,353	REMITTANCES AND ITEMS NOT ALLOCATED	5,777,183
		PROVISION FOR REINSURANCE	12,100,593
		PAYABLE TO PARENTS, SUBSIDIARIES AND AFFILIATES	90,391,293
		PAYABLE FOR SECURITIES LENDING	12,318,369
		OTHER ACCRUED EXPENSES AND LIABILITIES	842,673
		TOTAL LIABILITIES	$ 4,037,482,608
		CAPITAL STOCK	$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,930,606,041
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,370,889,801
TOTAL ASSETS	$ 6,408,372,409	TOTAL LIABILITIES & SURPLUS	$ 6,408,372,409

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

PETER GAMER, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - CORPORATE FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2025.

Peter Gamer

VICE PRESIDENT - CORPORATE FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
16TH DAY OF MARCH, 2026

NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027

PROPOSAL

GENERAL CONSTRUCTION

COUNTY OF NASSAU
STATE OF NEW YORK

PROPOSAL

FOR

TRAFFIC SIGNAL MAINTENANCE CONTRACT
NASSAU COUNTY, NEW YORK
CONTRACT NO.: T62250-07M

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Notice to Bidders and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the Plans and Specifications for the amount named in the Proposal hereinafter described.

In making this Proposal the Bidder hereby declares that all provisions of the Addenda which have been issued by the County of Nassau have been complied with in preparing his Bids.

Name of Bidder: Welsbach Electric Corp. of L.I.
(~~Individual, Firm or~~ Corporation, as case may be)

Bidder's Address: 300 Newtown Rd, Plainview, NY 11803

Telephone: (516) 454-0023 Date: 06/30/2026

Fax Tel.: (516) 454-0282 E-MAIL: DKummer@Emcor.net

NO TEXT ON THIS PAGE

NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING BLANKS:

Name of Partners	Residence of Partners

NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the laws of the State of: New York

Name of President:/C.E.O. Michele Valenti

President's Domicile: [redacted]

Name of Vice President:/Secretary Darlene Kummer

Vice President's Domicile: [redacted]

Corporate Officer: Dan Piquette Title: VP - Industrial Commercial / Asst. Secretary

Corporate Officer's Domicile: [redacted]

Corporate Officer: Kevin Gmelin Title: Assistant Vice President

Corporate Officer's Domicile: [redacted]

NO TEXT ON THIS PAGE

GENERAL CONSTRUCTION

THE BIDDER AFFIRMS AND DECLARES:

1. That the above Bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into.

2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same Work, and is in all respects fair and without collusion or fraud.

3. That said Bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Nassau.

4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.

6. The Bidder also declares that he has carefully examined and fully understands all the component parts of this Contract; that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.

7. That the Bidder, for allowance items, will make payment to the parties designated by the County when directed by the County in the amount certified by the Engineer for the purposes indicated. It is also understood and agreed that the Final Contract Payment for allowance items will be based upon such actual payments, and not on the approximate amount cited herein.

8. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay, or North Hempstead or by the Cities of Glen Cove or Long Beach, the contractor shall be required to have such a license.

NO TEXT ON THIS PAGE

INFORMATION FOR BIDDERS

I. Rejection of Bids.

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. A determination that the bidder is not responsible is made in accordance with law; or if
6. The bid, in the opinion of the Commissioner, contains unbalanced bid prices, unless the bidder can show that the prices are not unbalanced for the probably required quantity of such items.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

III. Lump Sum Contracts, Comparison of Bids.
Bids on lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if, any.

IV. Apprenticeship Training Program
For all contracts in excess of $500,000 attach here verification letter regarding your firm's having an approved State of New York Apprenticeship Training Program.

See Attachment #1

NO TEXT ON THIS PAGE

CONTRACT NO. T6225007M

ITEM NO.	APPROX. QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE BID DOLLARS CENTS	BID FACTOR	TOTAL DOLLARS CENTS
1	1,600 EACH	**TRAFFIC SIGNAL LIGHT INTERSECTIONS** For One hundred thirty-six dollars and no cents Dollars Cents	136.00	x 36	7,833,600.00
2	350 EACH	**MISCELLANEOUS DEVICES** For One hundred twenty-five dollars and no cents Dollars Cents	125.00	x 36	1,575,000.00
4A	124,000 EACH	**TRAFFIC SIGNAL LIGHT RELAMP** For Forty dollars and no cents Dollars Cents	40.00	x 1	4,960,000.00
419S-075	1,000 L.F.	**FURNISH & INSTALL 3/4" STEEL CONDUIT FOR LOOPS** For Two dollars and no cents Dollars Cents	2.00	x 1	2,000.00
422LX	16,000 L.F.	**FURNISH & INSTALL LOOP WIRE** For Four dollars and no cents Dollars Cents	4.00	x 1	64,000.00

NO TEXT ON THIS PAGE

CONTRACT NO. T6225007M

ITEM NO.	APPROX. QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE BID DOLLARS CENTS	BID FACTOR	TOTAL DOLLARS CENTS
422LSX	6,000 L.F.	**FURNISH & INSTALL SAWCUT FOR LOOP** For Twenty dollars and no cents Dollars Cents	20.00	x 1	120,000.00
5A	75 EACH	**PAINT - STRAIN POLE** For Thirty dollars and no cents Dollars Cents	30.00	x 1	2,250.00
5B	25 EACH	**PAINT - AUXILIARY POLE** For Forty dollars and no cents Dollars Cents	40.00	x 1	1,000.00
5C	50 EACH	**PAINT - POST** For Thirty dollars and no cents Dollars Cents	30.00	x 1	1,500.00
5D	5 EACH	**PAINT - MAST ARM** For Thirty dollars and no cents Dollars Cents	30.00	x 1	150.00

NO TEXT ON THIS PAGE

CONTRACT NO. T6225007M

ITEM NO.	APPROX. QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE BID DOLLARS CENTS	BID FACTOR	TOTAL DOLLARS CENTS
5E	150 EACH	**PAINT - MAST ARM & POLE** For Thirty dollars and no cents Dollars Cents	30.00	x 1	4,500.00
5F	600 EACH	**PAINT - SIGNAL HEAD** For Thirty dollars and no cents Dollars Cents	30.00	x 1	18,000.00
5G	160 EACH	**PAINT - PEDESTRIAN SIGNAL** For Thirty dollars and no cents Dollars Cents	30.00	x 1	4,800.00
5H	25 EACH	**PAINT - CONTROL BOX** For Twenty dollars and no cents Dollars Cents	20.00	x 1	500.00
5J	400 EACH	**PAINT - PUSHBUTTON** For Ten dollars and no cents Dollars Cents	10.00	x 1	4,000.00

NO TEXT ON THIS PAGE

CONTRACT NO. T6225007M

ITEM NO.	APPROX. QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE BID DOLLARS CENTS	BID FACTOR	TOTAL DOLLARS CENTS
5L	100 EACH	**PAINT - TRAFFIC SIGNAL NUMBER COMPLETE** For Five dollars and no cents Dollars Cents	5.00	x 1	500.00
5M	1 EACH	**PAINT - SIGN STRUCTURE COMPLETE** For Two hundred dollars and no cents Dollars Cents	200.00	x 1	200.00
5N	10 EACH	**REFURBISH SIGNAL SECTION** For Twenty-two dollars and no cents Dollars Cents	22.00	x 1	220.00
5P	10 EACH	**PAINT - TRAFFIC SIGNAL HARDWARE** For Twenty-two dollars and no cents Dollars Cents	22.00	x 1	220.00
6	$90,000 L.S.	**FURNISH EQUIPMENT-AS ORDERED (Forced Bid)** For Ninety-Thousand - and 00/100 Dollars Cents	$90,000 .00	x 1	$90,000 .00

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CONTRACT NO. T6225007M

Bidders are hereby notified that the listing of all electrically operated traffic control devices and miscellaneous devices under the jurisdiction of the Department may be seen by contacting the Engineer.

Division 2, Section 3 - Time and Material

Material: **$262,500** x 10% Ten (Overhead and Profit Percentage + 100%) equals 110% One hundred ten percent — $ 288,750.00

Material RM: **$525,000** x 5% (Forced Bid) (Overhead and Profit — $ **551,250.00**

Time: **$3,000,000** x 30% Thirty (Overhead and Profit Percentage + 100%) equals 130% One hundred thirty percent — $ 3,900,000.00

(Note: The figures in both the Time and Material percentages are not indicative of an estimated price. This figure is merely inserted as a basis for bidding purposes. The County reserves the right to delete, increase or decrease the figures in both Time and Material and the estimated units, any time during the duration of the Contract. Note: Material supplied or provided under T&M RM will be paid at invoice plus 5%.

Total Maintenance Items	$ 14,682,440.00
Total Time and Material	$ 4,740,000.00
Total Bid	$ 19,422,440.00

TOTAL OR GROSS BID MUST BE WRITTEN IN WORDS:

For Nineteen million four hundred twenty-two thousand four hundred forty dollars and no cents

Dollars **Cents**

NO TEXT ON THIS PAGE

DETERMINATION OF LOW BID. Determination of low Bid will be made by comparing the total Bid which shall include the lump sum Base Bid price, unit price totals and allowances, plus the Add Alternate(s), minus the Deduct Alternate(s) where applicable, taken in order, or none of them, whichever amount(s) shall be judged by the Commissioner of Public Works to be in the best interest of the County.

NO TEXT ON THIS PAGE

MAJOR EQUIPMENT ITEMS: The Bidder shall fill the name and address of the proposed system suppliers for the major equipment items tabulated hereinafter. It is expressly understood that the furnishing of this information will not relieve the Bidder of any requirements of the Contract Documents and failure to fill out properly is grounds for rejection.

Specification Number	Description	Manufacturer and/or Supplier
1 & 2	Spare Traffic Equipment; Maintenance Parts	Marbelite Equip Corp.
4A	LED Modules	Marbelite Equip Corp.

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

PROPOSAL: For all work in accordance with the drawings and specifications:

Welsbach Electric Corp. of L.I.

(~~Individual, Firm or~~ Corporation, as case may be)

Individual's Social Security Number: [redacted]

Firm or Corporation's Federal ID Number: [redacted]

Firm or Corporation's Municipal License ID Number: [redacted]

Municipal Licensing Agency: Town of Hempstead

By: _____ Date: June 30, 2026

(Print): Michele Valenti Title: President/C.E.O.

WHERE BIDDER IS A CORPORATION, ADD

ATTEST: _____

Secretary Darlene Kummer

(CORPORATE)
(SEAL)

NO TEXT ON THIS PAGE

GENERAL CONSTRUCTION

Note: The Bids shall be sworn to by the person signing them, in one of the following forms:

(Form of Affidavit where Bidder is an Individual)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

_____Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing Bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
This _____day of _____20_____.

_____
Notary Public

(Form of Affidavit where Bidder is a Firm)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

_____Being duly sworn, deposes and says: That he is a member of _____, the firm described in and which executed the foregoing Bid; that he duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
This _____day of _____20_____.

_____
Notary Public

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

(Form of Affidavit where Bidder is a Corporation)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

Michele Valenti Being duly sworn, deposes and says: That she resides at [redacted], that she is the President/C.E.O. of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that she affixed her name thereto by like order; and that she has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me
This 30th day of June 2026.

Notary Public

DARLENE KUMMER
Notary Public, State of New York
No. 01KU6096716
Qualified in Suffolk County
Commission Expires August 4, 2027

NO TEXT ON THIS PAGE

JOINT APPRENTICESHIP
and
TRAINING COMMITTEE
for the

Electrical Industry
OF NASSAU
& SUFFOLK COUNTIES

370 Motor Parkway
Hauppauge, NY 11788
(631) 434-3939
Fax: (631) 434-3991
www.lijatc.org

June 29, 2026

Welsbach Electric Corp. Inc.
300 Newtown Road
Plainview, NY 11803
ATTN: MS. M. Valenti, President

RE: T62250-07M, NCDPW
Traffic Signal Maintenance

Dear: Ms. Valenti:

Please be advised that because you are signatory in good standing to the Collective Bargaining Agreement between Local Union No. 25, I.B.E.W. and the National Electrical Contractors Association you are entitled to hire apprentices through the Joint Apprenticeship and Training Committee electrical apprenticeship program.

Our apprenticeship program is registered with the New York State Department of Labor and is approved and recognized as such, we also comply with all provisions of Nassau and Suffolk County Law.

If you currently employ or have employed apprentices in the past and you need to provide proof that the apprentice(s) is, are or were a part of a New York State registered apprenticeship program, we will be happy to provide you with a copy of a current AT-401 (New York State Apprenticeship Agreement) or a New York State Department of Labor Certification of Completion of Apprenticeship Training.

Sincerely,

JOINT APPRENTICESHIP
AND TRAINING COMMITTEE

Jon Cleaver
Training Director

JC/ek

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. T62250-07M

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non responsive.

Contractor's Name and Address	Project Description (Project Title, Facility Name and Address):	Bid Date:	Total Contract Amt:
Welsbach Electric Corp. of L.I. 300 Newtown Rd Plainview, NY 11803 Federal ID No.: [redacted]	Traffic Signal Maintenance	06/30/2026	19,422,440.00

Indicate ANY work to be **self-performed** by the contractor in the following categories (check all that apply):

- ☐ Plumbing and Gas Fitting
- ☐ Steam Heating, Hot Water Heating, Ventilating and AC Apparatus
- ☒ Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e. **no subcontractors** will be used, please check this box ☒ ,skip to bottom of form, and sign it as required.

Subcontractor's Name, Address and Federal ID No.	Check ( ) ***only*** one. Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventiliating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		

This form must be filled out completely and legibly, signed by a company authorized representative and included in a **separate, sealed envelope** within the bid envelope. Use and additional page if needed.

Failure to complete this form accurately and in its entirety, may result in a non responsive bid determination.

Company Authorized Signature: _____ Title: VP of Transportation Date: 06/30/2026

NO TEXT ON THIS PAGE

Appendix C:

Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j(3) and §139-j(6)(b)

Offerer Certification:

Offerer affirms that it understands and agrees to comply with the procedures of the Government
Entity relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

Date: 06/30/2026

Signature: _____

Name: Michele Valenti

Title: President / C.E.O.

Contractor Name: Welsbach Electric Corp. of L.I.

Contractor Address: 300 Newtown Rd, Plainview, NY 11803

NO TEXT ON THIS PAGE

IRAN DIVESTMENT ACT – CERTIFICATION

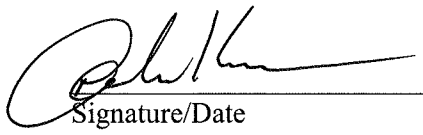
Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

X **a. Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

___ **b. Certification that the Bidder's investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.



06/30/2026 Darlene Kummer, VP of Transportation

Signature/Date Print Name and Position

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MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,

Yes ___ No X

if yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ___ No ___

(Contractor's Signature)

Welsbach Electric Corp. of L.I.
(Name of Business)

NO TEXT ON THIS PAGE

CONTRACTOR CERTIFICATION STATEMENT REGARDING

STORM WATER POLLUTION AT THE WORK SITE

I certify under penalty of the law that I understand and agree to comply with the terms and conditions of the pollution prevention plan for the construction site identified in such plans as a condition of authorization to discharge storm water. I also understand the operator (Nassau County) must comply with the terms and conditions of the New York State Pollution Discharge Elimination System ("SPDES") general permit for storm water discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Finally, I understand my contractual obligations in the matter as outlined in the contract documents.

CONTRACTOR'S NAME: Welsbach Electric Corp. of L.I.

TELEPHONE NUMBER: (516) 454-0023

WORK SITE OR FACILITY NAME: Various

WORK SITE OR FACILITY ADDRESS OR OTHER IDENTIFYING DESCRIPTION: Various Locations throughout Nassau County

Signature 06/30/2026
Date

Darlene Kummer, VP of Transportation
Print Name and Title of Signer

NO TEXT ON THIS PAGE

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Darlene Kummer, VP of Transportation — 06/30/2026

Name and Title of Authorized Representative — m/d/yy

Signature — 06/30/2026 (Date)

Welsbach Electric Corp. of L.I.

Name of Organization

300 Newtown Rd, Plainview, NY 11803

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	Welsbach Electric Corp. of L.I.
Address (street/city/state/zip code):	300 Newtown Rd, Plainview, NY 11803
Authorized Representative (name/title):	Darlene Kummer, VP of Transportation
Authorized Signature:	
Contract Number:	T62250-07M
Contract/Project Name:	Nassau County Traffic Signal Maintenance
Contract/Project Description:	Maintenance of the Nassau County owned traffic signal system as per Contract documents and specifications

Part 2- Projected MBE/WBE/SDVOB Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	19,422,440.00		
Total MBE Dollar Amount	50,000.00	MBE Contract Percentage	0.25%
Total WBE Dollar Amount	200,000.00	WBE Contract Percentage	1.02%
Total SDVOB Dollar Amount	50,000.00	SDVOB Contract Percentage	0.25%
Total Combined M/WBE/SDVOB Dollar Amount	300,000.00	Combined M/WBE/SDVOB Contract Percentage	1.52%

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Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: T&D Engineering & Supply Address: City: Howell Township State/Zip Code: NJ 07731 Authorized Representative: Roy Delgado Telephone No. (856) 532-0910	Provide electrical materials on an as needed basis.	Amount ($): $ 25,000.00 Award Date:	Start Date: 01/01/2027 Completion Date: 12/31/2029
Name: DBE Electrical Supply Address: 48 Cherry Lane City: Floral Park State/Zip Code: NY 11001 Authorized Representative: Janani Shah Telephone No. (516) 825-7878	Provide electrical materials on an as needed basis.	Amount ($): $ 25,000.00 Award Date:	Start Date: 01/01/2027 Completion Date: 12/31/2029
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

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Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Marbelite Equipment Corp Address: 1913 Atlantic Ave City: Manasquan State/Zip Code: NJ 08736 Authorized Representative: Melissa Verdoni Telephone No. (732) 292-2100	Provide traffic equipment to fulfill contractor spare requirements and as needed.	Amount ($): $ 150,000.00 Award Date:	Start Date: 01/01/2027 Completion Date: 12/31/2029
Name: Turtle & Hughs Address: 1000 Prime Place City: Hauppauge State/Zip Code: NY 11788 Authorized Representative: Jeff Smith Telephone No. (631) 860-1267	Provide electrical materials on an as needed basis.	Amount ($): $ 25,000.00 Award Date:	Start Date: 01/01/2027 Completion Date: 12/31/2029
Name: ACT Electrical & Data Supply Address: 43-73 9th Ave City: Long Island City State/Zip Code: NY 11101 Authorized Representative: Linda Gruman Telephone No. (718) 937-3902	Provide electrical materials on an as needed basis.	Amount ($): $ 25,000.00 Award Date:	Start Date: 01/01/2027 Completion Date: 12/31/2029

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Part 5- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount ($) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Citadel Electrical Supply, Inc. Address: 21 Rockland Park Ave City: Tappan State/Zip Code: NY 10983 Authorized Representative: Jordan Telephone No. (646) 705-0333	Provide electrical materials on an as needed basis.	Amount ($): $ 25,000.00 Award Date:	Start Date: 01/01/2027 Completion Date: 12/31/2029
Name: Veterans Electrical Supply Address: 132-20 Jamaica Ave City: Richmond Hill State/Zip Code: NY 11418 Authorized Representative: Andrew Bauk Telephone No. (718) 355-8789	Provide electrical materials on an as needed basis.	Amount ($): $ 25,000.00 Award Date:	Start Date: 01/01/2027 Completion Date: 12/31/2029
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

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APPENDIX V

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

VENDOR PORTAL ACKNOWLEDGMENT

Vendor Name: Welsbach Electric Corp. of L.I.

Contract Title: Traffic Signal Maintenance

Contract Number: T62250-07M

Vendors doing business with Nassau County, including those responding to this solicitation, must register with the County's Vendor Portal in order to submit the mandatory vendor disclosure forms required for an award pursuant to this solicitation. Vendors may register at www.nassaucountyny.gov by clicking the "Vendor Portal Registration" button at the bottom of the webpage. Failure to do so may result in a delay of contract award.

The undersigned hereby acknowledges that ~~he~~/she has registered and has submitted the required disclosures on the Nassau County Vendor Portal.

Signature

June 30, 2026
Date

Darlene Kummer
Print Name

If you attempted to register via the Portal but were unable to do so, please explain here:

NO TEXT ON THIS PAGE

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

NASSAU COUNTY

Vendor Code of Ethics

POLICY/PROCEDURE TITLE: **Nassau County Vendor Code of Ethics**	DATE ISSUED: **September 11, 2025**
DEPARTMENT ISSUING: **Executive- Procurement and Compliance**	AUTHORIZED and SIGNED BY: Melissa Gallucci **Commissioner of Shared Services** **County Executive/** **Deputy County Executive**

POLICY: The Office of the Nassau County Executive recognizes the importance of the vendor community in helping the County provide necessary services for the residents of Nassau County. It is the policy of the County Executive to ensure that all vendors doing business with Nassau County operate under the highest standards of legal and ethical conduct.

PURPOSE: To set forth a Code of Conduct for vendors to ensure that Nassau County Vendors are conducting their business with integrity, ethics, and compliance with all applicable laws and regulations.

SCOPE: All vendors doing business or seeking to do business with Nassau County as specified in the Code.

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Chapter 1: DEFINITIONS

As used in this Code, the following terms have the following meanings:

Adverse Job-Related Action includes any material alteration to existing terms, conditions, and privileges of employment, such as dismissal, demotion, suspension, compulsory leave, disciplinary action, creation of a hostile work environment, negative performance evaluation, any action resulting in loss of staff, office space or equipment or other benefit, reduction in compensation, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected employee.

Contact means any oral or written communication with any Nassau County Employee, other than the Designated Point(s) of Contact, where it could be reasonably inferred that such contact was intended to influence, or could reasonably be expected to influence, the subject of a County procurement.

Designated Point(s) of Contact means the individual(s) designated by the County to be a Vendor's only contact with Nassau County following the public advertisement of a solicitation or the issuance of a request for a bid, proposal, or quote for small purchase, until the award of a resulting contract and, where applicable, approval by the County Legislature. This timeframe, further defined in the State Procurement Lobbying Law, is also known as the Restricted Period.

Nassau County Employee means any officer, official or employee of Nassau County.

Family Member means (i) a Nassau County Employee's Spouse, Domestic Partner, Child, Sibling or Parent; (ii) a person who is a direct descendant (or the spouse of a direct descendant) of a Sibling of the Nassau County Employee or a Sibling of the Nassau County Employee's Spouse or Domestic Partner; or (iii) a person living in the same household as a Nassau County Employee.

Gift means the transfer, without equivalent consideration, of anything of benefit, tangible or intangible, having more than nominal value, including, but not limited to, cash, loans, forbearance,

services, travel, gratuities of any kind, favors, money, meals, refreshments, entertainment, hospitality, admittance to private clubs, use of time-shares, personal use of the Vendor's facilities, promises, tickets to entertainment or sporting events, weekend trips, golf outings, loans of equipment, or other thing or benefit. A Gift need not be intended to influence or reward any individual or entity.

Nassau County Code of Ethics means Nassau County Charter Section 2218, and the rules and regulations promulgated thereunder as may be amended or modified.

Participating Employee means any Vendor employee who engages in any written or oral communication of a non-clerical or non-administrative nature with Nassau County or with a Nassau County Employee(s) as part of or in connection with the procurement.

Participating Nassau County Employee means any Nassau County Employee who the Vendor knows, has reason to know, or can reasonably anticipate is involved in a specific procurement, in either a direct or decision-making capacity, but not in a clerical capacity. This includes but is not limited to the Designated Point of Contact, the project manager, the project manager's staff to the extent that they are involved in the procurement, members of selection committees, technical experts and negotiating teams.

Primary Contracting Party means a Vendor who intends to directly enter into or has a contract with Nassau County.

Retaliatory Action is defined as any Adverse Job-Related Action taken by, or at the direction or request of, a Vendor or a Vendors' Employees as a result of any individual's (i) good-faith report with respect to a violation or potential violation of this Code or the law; or (ii) cooperation in any investigation of unlawful conduct or misconduct conducted by Nassau County or by federal, state, or local law enforcement officials.

State Procurement Lobbying Law means New York State Finance Law Sections 139-j and 139-k, and the rules and regulations promulgated thereunder as may be amended or modified.

Vendor means any individual or entity seeking to or doing business

with Nassau County within the scope of this Code, including, without limitation, contractors, consultants, suppliers, manufacturers seeking to act as the primary contracting party, officers and employees of the foregoing, as well as any subcontractors, subconsultants and suppliers at all lower tiers.

Chapter 2: LIMITATIONS AND REPORTING OF CONTACTS WITH NASSAU COUNTY

Section 2.01 Designated Point(s) of Contact

Each procurement solicitation issued by Nassau County will identify the Designated Point(s) of Contact for that solicitation as required by the State Procurement Lobbying Law. Once the Designated Point(s) of Contact is/are established, the Vendor and any person or entity acting on the Vendor's behalf, including without limitation, those providing compensated or uncompensated lobbying, advocacy, consulting or other services should ensure that its contacts with Nassau County are in compliance with the requirements of the State Procurement Lobbying Law.

Chapter 3: GIFTS OR CONTINGENT FEES

Section 3.01 Zero Tolerance

No Vendor may offer or give any Gift, directly or indirectly, to a Nassau County Employee. Similarly, no Vendor may offer or give any Gift, directly or indirectly, to any Family Member of a Nassau County employee where such Gift is made because of the Vendor's relationship with the Nassau County Employee. Additionally, no Vendor may accept a gift from a Nassau County Employee.

This Zero-Tolerance Policy applies regardless of actual intentions. In other words, even if a Gift does not, or is not intended to, influence an action or decision by a Nassau County Employee, it is prohibited by this Code.

Section 3.02 Personal Relationships

Notwithstanding the foregoing, if a Vendor has a pre-existing family or personal relationship with the Employee, a Gift that is wholly unconnected with the Employee's duties on behalf of Nassau County is

not necessarily prohibited.

In determining whether the giving of an item was motivated by personal rather than business concerns, the following factors are considered:

(a) the history of the relationship between the donor and the recipient, including but not limited to the mutuality of gift giving;

(b) whether the item was paid for by the donor.

The giving of an item shall not be considered to be motivated by a family or personal relationship if the donor seeks to charge or deduct the value of the item as a business expense or seeks reimbursement from a client.

However, regardless of the family or personal relationship between a Vendor and an employee, a Gift is strictly forbidden where it is being given under circumstances where it can reasonably be inferred that it was intended to influence the employee in the performance of his or her official duties.

Section 3.03 Contingent Fees

The Vendor will not employ or retain any individual or entity for the purpose of soliciting or securing a Nassau County contract upon any agreement or understanding for a commission, percentage, brokerage, or fee that is contingent or dependent upon the outcome of the procurement.

Chapter 4: NEGOTIATIONS FOR FUTURE EMPLOYMENT

Section 4.01 Restrictions During the Procurement Process

Vendors shall not discuss future employment with Participating Nassau County Employees or their Family Members from the date the procurement is advertised or solicited through 30 days following the date that the procurement is awarded, even if a Participating Nassau County Employee contacts the Vendor regarding employment. Questions regarding whether a particular Nassau County employee is a Participating Nassau County Employee for a specific

procurement should be directed to the Designated Point of Contact for the procurement.

Section 4.02 Restrictions Post Award

Vendors are prohibited from offering or discussing an employment opportunity with a Nassau County Employee or his or her Family Members before whom the Vendor has or expects to have a pending specific matter including, but not limited to, negotiations, performance evaluation, task order selection, approval of a voucher or invoice, or approval of or agreement to a contract amendment, change order, or deviation or waiver until:

(i) 30 days from the time the matter before the Employee is closed, or
(ii)30 days from the time the Employee has no further involvement with the matter because of recusal or reassignment.

Chapter 5: CONFLICT OF INTEREST

Section 5.01 Financial Interest

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, as the case may be, may have a 10% or greater interest, nor shall the Vendor, nor any director, officer, principal, owner, or partner thereof, acquire a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract.

The Vendor will not permit an employee having a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract to be employed in the performance of the Nassau County contract.

Section 5.02 Personal Business Dealings

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, may have a non-County business dealing with a

Participating Nassau County Employee where it can be reasonably inferred that the purpose of the business dealing, at least in part, is to influence the Participating Nassau County Employee's action on a pending County matter.

Section 5.03 Disclosure and Cooperation

The Vendor shall disclose immediately to the County any real or potential conflict of interest of which it becomes aware. This obligation is ongoing and shall last through the completion of performance of the contract. The Vendor shall provide to Nassau County, at the County's request and upon such forms as may be furnished by Nassau County, a disclosure of organizational, financial, contractual or other affiliations with any organization or entity that has interests that may be substantially affected by the procurement solicitation or award. The Vendor shall fully cooperate in any inquiry or investigation undertaken by Nassau County to determine whether any such affiliations present a conflict of interest, or whether any other provision of this Code has been violated. The Vendor shall fully cooperate with audits, investigations, examinations and reviews by the Nassau County Inspector General conducted pursuant to section 187 of the Nassau County Charter.

Section 5.04 Confidential Information

At no time shall any Vendor who obtains confidential or proprietary Nassau County information in the course of doing or seeking to do business with the County disclose any such information to any person not authorized by Nassau County to receive such information or use such information for any personal gain except as necessary to fulfill its contractual obligations to Nassau County.

If the Vendor receives from any source confidential or proprietary Nassau County information prior to the award of a resulting contract and, where applicable, approval by the County Legislature, without the explicit approval of the Designated Point of Contact, the Vendor shall immediately so notify the Designated Point of Contact.

Nassau County confidential or proprietary information includes, but is not limited to, internal cost estimates and proposals submitted by other Vendors.

Section 5.05 Prohibition Regarding Bidding by Participants in Procurement Development

No Vendor who participates in the development of a scope of work, solicitation documents, assessment criteria, contractual instruments or technical specifications may participate as a bidder, sub-bidder, proposer or sub-proposer on that particular procurement or perform any work on that particular procurement or any other procurement that would constitute an organizational conflict of interest or would give that Vendor an unfair advantage over other bidders or proposers on that procurement. This prohibition may be waived in writing by the County Chief Procurement Officer upon a showing of good cause.

Chapter 6: FORMER NASSAU COUNTY EMPLOYEES

Section 6.01 Appearance Before Former Agency-Two Year Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear or practice before any Nassau County agency, either prior to award or in the performance of a Nassau County contract, for a period of two years after termination of the Nassau County Employee's services with the County.

Section 6.02 Appearance Before Former Agency-Life Time Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear, practice, communicate or otherwise render services before the agency that employed the officer or employee or any other agency of Nassau County, either prior to award or in the performance of an agency's contract in relation to any case, proceeding, application or transaction with respect to which such former officer or employee was directly concerned and in which he or she personally participated, or which was under his or her active consideration during the period of his or her employment. This provision is a lifetime bar on projects that the former Nassau County Employee previously worked on while employed by the County.

Chapter 7: NON-COLLUSION

Section 7.01 Independent Bid Assessment

The Vendor will calculate the price(s) contained in any bid or proposal independently, without collusion, consultation, communication, or agreement with any competing Vendor for the purpose of restricting competition.

Section 7.02 Non-Communication of Bid

Unless otherwise required by law, the price(s) which the Vendor quotes in its bid or proposal will not knowingly be disclosed by the Vendor, directly or indirectly, to any competing Vendor prior to the closing date for bids or proposals.

Section 7.03 Bid Submission

The Vendor will not make any attempt to induce any other individual or entity to submit or not to submit a bid or proposal.

Chapter 8: DISTRIBUTION AND CERTIFICATION

Section 8.01 Distribution of Vendor Code of Ethics and Vendor's Participating Employee Acknowledgements

As a condition of being considered for the award of any contract above the County's small purchase threshold of $10,000, the Vendor will be required to distribute copies of the Nassau County Vendor Code of Ethics to all Participating Employees prior to any of those employee's participation in the procurement. The Code may be distributed either in hard copy or electronically as a separate PDF.

Additionally, as a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will be required to obtain an acknowledgement from each of its Participating Employees ("Participating Employee Acknowledgements") that they have received, read, understand, and will comply with the Nassau County Vendor Code of Ethics.

The Vendor's responsibility for distributing copies of the Nassau County Vendor Code of Ethics and obtaining such signed Participating Employee Acknowledgements is ongoing until completion of performance of the contract and shall be retained for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Receipt and retention of Participating Employee Acknowledgments by the Vendor shall be subject to audit by Nassau County.

Section 8.02 Vendor Certifications

The vendor by signing the final contract thereby certifies and attests to the following:

(a) The Vendor has been provided with a copy of the Nassau County Vendor Code of Ethics and will comply with all of the provisions of the Code;

(b) All of its Participating Employees during the course of
procurement or contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to any of those employees' participation in the procurement;

(c) All Participating Employees have completed the acknowledgement required by Section 8.01 of this Code;

(d) The Vendor will retain all of the signed Participating Employee Acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County;

(e) The Vendor will continue to distribute the Nassau County Vendor Code of Ethics, obtain signed Participating Employee Acknowledgements as new Participating Employees are added or changed during the contract period, and retain all of the signed acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Section 8.03 Subcontractor Certifications

As a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will obtain certifications executed by authorized officials from all of its lower tier subcontractors, subconsultants and suppliers (as well as from any other subcontractors, subconsultants and suppliers from whom that Vendor is soliciting or has received proposals for work on a Nassau County contract) whose employees have communicated or may communicate with Nassau County Employees. This obligation is ongoing and shall last through the completion of performance of the contract. Receipt and retention of lower tier certifications by the Vendor shall be subject to audit by Nassau County.

Chapter 9: PENALTIES

Section 9.01 Responsibility Determination

For violation of any provision of the Nassau County Vendor Code of Ethics, Nassau County may avail itself of every remedy in law or equity, or as agreed to by parties in any contract, including but not limited to declaring the Vendor non-responsible or in material breach of the contract.

Section 9.02 Civil/Criminal Penalties

Additionally, violation of the Nassau County Vendor Code of Ethics or a provision thereof may subject the Vendor to criminal or civil penalties under State or Federal law.

Chapter 10: REPORTING OBLIGATION

Section 10.01 Reporting Gift Requests

Notwithstanding the provisions of Chapter 4 above, the Vendor is obligated to immediately report to Nassau County's Inspector General and the County Chief Procurement Officer, any and all requests made to the Vendor by any Nassau County Employee for a Gift.

Section 10.02 Reporting Material Changes

The Vendor is under a continuing obligation to report any change in circumstances that materially affects any prior report to Nassau County to Department of Chief Contracting Officer, including but not limited to disclosure of conflicts of interest and representations made in the Contractor Responsibility Form.

Section 10.03 Reporting Violations and Overpayments

The Vendor is obligated to timely report in writing to Nassau County's Inspector General, in connection with the award, performance or closeout of the Nassau County contract or subcontract, any credible evidence of significant overpayments on the contract or that a principal, employee, agent or subcontractor has committed a

violation of law involving fraud, conflict of interest, bribery or gratuities.

Chapter 11: PROHIBITION ON RETALIATION

Section 11.01 Prohibition

To facilitate the reporting obligations under Chapter 10, this code strictly forbids all Vendors and Vendors' Employees from taking any Retaliatory Action against individuals who make such reports.

CERTIFICATION REGARDING DISTRIBUTION OF NASSAU COUNTY VENDOR CODE OF ETHICS

Bid/Proposal No.: T62250-07M

Project Description: Traffic Signal Maintenance

The prospective lower tier participant Marbelite Equip Corp (~~subcontractor~~, ~~subconsultant~~, or supplier name) hereby certifies, by submission of this bid or proposal to Welsbach Electric Corp of L.I. [prime contractor] in connection with the Nassau County bid or proposal number referenced above, to the best of its knowledge and belief, that all officers and personnel who have communicated or may communicate with Nassau County employees during the course of the procurement and through the completion of performance of the contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to each of these employee's participating in the procurement.

Executed this 30th day of June, 2026.

By _____ Signature of Authorized Official

Melissa Verdoni, President Name and Title of Authorized Official

Vendor Code of Ethics

PARTICIPATING EMPLOYEE ACKNOWLEDGEMENT REGARDING NASSAU COUNTY VENDOR CODE OF ETHICS

Company: Welsbach Electric Corp. of L.I.

Bid/Proposal No.: T62250-07M

I, Darlene Kummer, acknowledge that I have received and read the Nassau County Vendor Code of Ethics on 06/30/2026 and that I understand it and will comply with this Code in my participation in procurements between Marbelite Equip Corp (Vendor name) and Nassau County.

Executed this 30th day of June, 2026.

By _____ Signature of Employee

Darlene Kummer, VP of Transportation Name and Title of Employee

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 71 years

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 71 years

   b. as a Subcontractor 71 years

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer

See Attachment #2

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer	
[redacted]	TSL Maintenance	85%	NCDPW 1194 Prospect Ave	T62250-06M
	TSL Maintenance	100%	NCDPW 1194 Prospect Ave	T62250-05M
	TS Requirements	100%	NCDPW 1194 Prospect Ave	T62017-08E
	TS Ops, Phase VI	100%	NCDPW 1194 Prospect Ave	T62000-05ER

(use additional blank sheets if additional space is necessary)

5. Have you:
   a. ever failed to complete any work awarded to You? NO
      If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? NO
      If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

Welsbach Electric Corp. of L.I.
Job List

Job	Owner	Contract	Description	Est Revenue	Start Date	Original Comp Date	Est Comp Date	Project Mgr
			Transportation Division					
032	Broadway Maintenance		Broadway Maintenance		01/01/25	12/31/26	12/31/26	DK
080	Garage		Garage		01/01/25	12/31/26	12/31/26	
081	Warehouse		Warehouse		01/01/25	12/31/26	12/31/26	
349	Town of Islip	DPW 4-2019	S.L. Maint & Inst		07/17/19	07/17/22	08/31/25	DK
380	N.C.D.P.W.	T62250-06M	T.S. Maint & Inst		01/01/24	12/31/25	12/31/26	DK
385	N.C.D.P.W.	T62000-07E	T.S. System Operations Ph VI		01/20/24	01/19/27	01/19/27	DK
386	N.C.D.P.W.	T62017-09E	T.S. Requirements		04/01/24	03/31/26	03/31/27	DK
388	Town of Huntington	TTTS 2023-02	T.S. Maint & Inst		12/07/23	12/06/24	12/06/26	DK
400	American Traffic Solutions		Red Light Camera		01/01/24	12/31/24	12/31/26	DK
401	Eversource Energy Service Co	ICE648	Sunrise Wind Loops (Haugland)		12/01/23	06/30/25	06/30/25	DK
403	Carman Place Apartments, LLC	2371002.030	Carman Pl Apt TS Mod (Conifer Le-Chase)		06/01/24	12/01/24	12/01/24	DK
405	Town of Islip	DPW 3-2024	S.L. Maint & Inst		10/15/24	12/31/27	12/31/27	DK
406	City of Long Beach		The Walks S.L. Inst (Novelli)		02/01/25	12/17/25	12/17/25	DK
407	City of Long Beach		Heron St SL Inst (Novelli)		02/01/25	12/17/25	12/17/25	DK
409	N.C.D.P.W.		Franklin & Ferngate TS Inst (United Paving		02/01/25	12/31/25	12/31/25	DK
410	BMW Manhasset	23-022	T.S. Upgrade (Racanelli)		08/01/25	12/31/25	12/31/25	DK
411	Village of Amityville		S.L. Inst Ped/Bike Path under LIRR Viaduct (Laser)		09/01/25	06/30/26	06/30/26	DK
412	N.C.D.P.W.	H60045-04G	Beech St TS Improvements (GGG)		09/01/25	08/31/26	08/31/26	DK
414	N.C.D.P.W.	T62565-01G	Incident Mgmt, Phase V		01/20/26	01/16/28	01/16/28	DK
415	N.C.D.P.W.	T62457-01G	Long Beach Rd TS Exp, Phase IX		03/18/26	09/17/27	09/17/27	DK
416	Nassau County		S.L. LED Upgrade (Grant & Vine)		11/19/25	04/14/26	06/30/26	DP
417	N.Y.S.D.O.T.		Reg 10 Fixture Inspection (Grant & Vine		12/06/25	12/09/25	12/09/25	DP
418	Village of Cedarhurst	TI-2026-001	S.L. Maint Services		02/26/26	02/25/27	02/25/27	DK
419	Town of Brookhaven	PO# UBP07483	Wireless PEC Socket Repairs (Ubicquia)		03/01/26	04/15/26	04/15/26	DK
420	N.Y.S.D.O.T.		Reg 10 Safety Cable Inst (Grant & Vine)		03/16/26	05/15/26	05/15/26	DP
490	Misc Maint Contracts		Villages, Towns & Private		01/01/25	12/31/26	12/31/26	DK
491	Lump Sums and T&M		Villages, Towns & Private		01/01/25	12/31/26	12/31/26	DK/DP
			Industrial Division					
671	Port Washington Water District	2022-02, EC	Christopher Morely Park Facility		06/15/22	05/30/24	06/30/26	DP
678	Suffolk Regional OTB	Phase I	Jake's 58 PL Lighting (Laser)		11/27/23	02/29/24	02/29/24	DP
679	SUNY Farmingdale	SUNY 2023-05	Farmingdale College Site Ltg (Laser)		03/01/24	04/08/25	04/08/25	DP
680	Town of Hempstead	PW 5-24	East Meadow Wells 6 & 8		06/14/24	03/01/26	06/10/26	DP
682	Village of Malverne	24078	Pine Stream Extension Site Ltg (Laser)		06/07/24	12/31/24	12/31/24	DP
684	Mineola UFSD	MNSD2305	Mineola MS Softball Field Reno (Lase		10/01/24	04/08/25	04/08/25	DP
688	Mineola UFSD		Mineola MS Baseball Field Reno (Lase		09/01/25	04/08/26	04/08/26	DP
689	Massapequa UFSD		Berner MS Softball Field Ltg (Musco		01/13/26	04/01/26	04/01/26	DP
691	Port Washington Water PCD	136E	Admin Bldg & Lab Upgrade		05/08/26	08/31/27	08/31/27	DP
692	Syosset CSD	SYSD2413	HB Thompson MS Athletic Upg (Laser)		04/13/26	08/31/26	08/31/26	DP

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c. ever been declared a non-responsible bidder by any municipality or public agency? ___NO___
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? __NO___
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? __NO___
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? __NO___
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? ___NO___
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

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d. that has ever been barred from bidding municipal or public contracts? NO
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? NO
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

NONE

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

NONE

10. In what other lines of business are you financially interested?

None. Welsbach Electric Corp. of L.I. is indirectly owned by EMCOR Group, Inc. and wholly owned by its significant subsidiary, Emcor Mechanical/Electrical Services East, Inc.

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11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
Michele Valenti	President / C.E.O.	36 Years	Electrical Construction & Maintenance	Finance/Mgmt
Darlene Kummer	VP of Transportation	41 Years	"	Proj Mgmt/Estimating
Dan Piquette	VP of Comm/Indust	32 Years	"	Proj Mgmt/Estimating
Kevin Gmelin	Labor Super	30 Years	"	Electrician/Super

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
See Attachment #3			

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

N/A

(use additional blank sheets if additional space is necessary)

WELSBACH ELECTRIC CORP. of L.I.

Equipment and Vehicle List

Vehicle #	Description	Vehicle ID #
1	2010 FR UTIL, WH	[redacted]
2	2002 FORD PICK, RD	
6	1997 FORD SUBN, WH	
17	2000 FORD UTIL, WH	
21	1997 GMC UTIL, WH	
24	1997 FORD VAN, WH	
29	1992 FORD VAN, WH	
31	2002 FORD UTIL, WH	
32	1999 FORD UTIL, WH	
35	2002 FORD VAN, WH	
39	2003 FORD VAN, WH	
40	2010 FORD VAN, WH	
41	2004 FORD UTIL, WH	
42	1990 INTER UTIL, WH	
43	2002 FORD VAN, WH	
45	2008 INTNL UTIL, WH	
48	2001 FREIG UTIL, WH	
49	2002 FORD SUBN, WH	
51	2000 FORD VAN, WH	
53	2000 FORD VAN, WH	
54	1997 FORD FLAT, WH	
56	1995 GMC DUMP, WH	
58	1995 INTER UTIL, WH	
65	2001 FORD VAN, WH	
66	2001 FORD VAN, WH	
73	2001 FORD VAN, WH	
74	1998 WE/CA TRLR, WH	
76	1995 FORD FLAT, WH	
78	2004 FORD FLAT, WH	
79	1997 FORD SUBN, WH	
80	1983 CUSTO FLAT, YW	
81	2003 FORD VAN, WH	
83	2001 GMC UTIL, WH	
84	2008 FORD UTIL, WH	
85	1997 FORD UTIL, WH	
87	1998 INTER UTIL, WH	
91	1999 FORD UTIL, BK	
92	1999 INTER UTIL, WH	
93	2001 INTER UTIL, WH	
94	2001 INTER UTIL, WH	
95	1992 GMC RBM, WH	

WELSBACH ELECTRIC CORP. of L.I.

Equipment and Vehicle List

Vehicle #	Description	Vehicle ID #
96	2001 INTER UTIL, WH	[redacted]
97	1997 INTER UTIL, WH	
99	2000 FORD PICK, WH	
102	1997 FORD DUMP, WH	
103	1997 FORD DUMP, WH	
104	1997 FORD DUMP, WH	
105	2001 INTER UTIL, WH	
106	1988 CURTI FLAT, YW	
110	1999 FRHT UTIL, WH	
112	1966 TRUCO TRLR,YW	
115	1999 FORD VAN, WH	
118	2001 INTER UTIL, WH	
119	2008 FORD UTIL, WH	
120	1989 BELSH FLAT, YW	
121	2006 JTC TRLR, WH	
122	1988 CURTI TRLR, YW	
123	2000 SHERM TRLR, YW	
124	2006 JTCS TRLR, NO CL	
125	2001 INTER UTIL, WH	
126	1994 FORD UTIL, YW	
129	2001 INT UTIL, WH	
131	2006 FORD VAN, WH	
134	2002 FORD VAN, WH	
135	2004 FORD VAN, WH	
150	2004 FORD VAN, WH	
166	2016 FORD PICK, GR	
167	2016 FORD PICK, WH	
170	1985 BUTLE FLAT, YW	
171	1992 CUSTO TRLR, OR	
177	2003 FORD VAN, WH	
178	2003 FORD VAN, WH	
200	2013 TRAFF TRLR, WH	
201	2004 ISUZU FLAT, WH	
202	2004 FORD SUBN, WH	
203	2008 FORD UTIL, WH	
204	2013 CHEVY UTIL, WH	
205	2014 BE/EN TRLR, WH	
207	2011 DODGE UTIL, WH	
210	1999 FORD VAN, WH	
211	2004 FORD UTIL, WH	
212	1999 FORD UTIL, GY	

WELSBACH ELECTRIC CORP. of L.I.

Equipment and Vehicle List

Vehicle #	Description	Vehicle ID #
213	2014 MANCO TRLR, OR	[redacted]
214	2006 FORD DELV, WH	
215	2006 FORD UTIL, WH	
216	2007 FORD UTIL, YW	
217	2012 FORD VAN, WH	
218	2013 FORD VAN, WH	
219	2008 FORD UTIL, WH	
220	2012 FORD VAN, WH	
221	2019 FORD VAN, WH	
222	2019 FORD VAN, WH	
223	2009 FORD VAN, WH	
225	2019 JEEP SUBN, WH	
226	2020 FORD PICK, WH	
227	2011 FREIG UTIL, WH	
228	2020 FORD PICK, WH	
229	2021 FORD PICK, WH	
230	2021 FORD PICK, WH	
231	2021 FORD VAN, WH	
232	2016 FORD PICK, WH	
233	2023 FORD VAN, WH	
234	2023 FORD VAN, WH	
235	2023 FORD VAN, WH	
236	2023 FORD VAN, WH	

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14. In what manner have you inspected this proposed work? Explain in detail.

We currently maintain the Traffic Signal, Computer Maintenance and Traffic Signal Requirements contracts under T62250-06M, T62000-07E & T62017-09E.

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

All work to be done in accordance to the contract documents and the latest specifications included or available to the contractor at the time of bid.

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

To be provided upon award

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term

See Sample Attachment #4

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ***MARSH USA LLC 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036 Phone: 866-966-4664 Emcor.Certrequest@marsh.com / Fax: 203-229-6787 CN102796740-Welsb-CON-25-26 380	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED WELSBACH ELECTRIC CORP. OF L.I. 300 NEWTOWN ROAD PLAINVIEW, NY 11803	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Continental Casualty Company — 20443 **INSURER B :** American Casualty Company of Reading, PA — 20427 **INSURER C :** Transportation Insurance Co — 20494 **INSURER D :** Continental Insurance Company — 35289 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-010954790-09 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			[redacted]	10/01/2025	10/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	12,000,000 1,000,000 25,000 12,000,000 14,000,000 14,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			[redacted]	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Auto Physical Damage	$ $ $ $ $	12,000,000 Included
D	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			[redacted]	10/01/2025	10/01/2026	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
B D C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		[redacted] [redacted] [redacted]	10/01/2025 10/01/2025 10/01/2025	10/01/2026 10/01/2026 10/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	 1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: WEC LI JOB NO.380 - CONTRACT NO: T62250-06M - NASSAU COUNTY TRAFFIC SIGNAL MAINTENANCE THROUGHOUT NASSAU COUNTY

ADDITIONAL INSURED UNDER ALL POLICIES (EXCEPT WORKERS COMPENSATION & EMPLOYERS LIABILITY) WHERE REQUIRED BY CONTRACT: THE COUNTY OF NASSAU, ALL MUNICIPALITIES, MUNICIPAL SUB-DIVISIONS; AND FEE OWNERS OF PROPERTIES, CONSULTANTS

WHERE REQUIRED BY CONTRACT, COVERAGE PROVIDED TO THE ADDITIONAL INSUREDS IS PRIMARY & NON-CONTRIBUTORY.

WAIVER OF SUBROGATION AS REQUIRED BY CONTRACT AND WHERE NOT PROHIBITED BY LAW.

CERTIFICATE HOLDER

COUNTY OF NASSAU
DEPTARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NY 11590-2723

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

Marsh USA LLC

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18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

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NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

Michele Valenti Being duly sworn, deposes and says:
That she resides at [redacted] Street,
in the City of [redacted] that she is the President/C.E.O. of
Welsbach Electric Corp. of L.I.
the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that she signed her ~~his~~ name thereto by like order; and that she has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
this 30th day of June , 2026 .

DARLENE KUMMER
Notary Public, State of New York
No. 01KU6096716
Qualified in Suffolk County
Commission Expires August 4, 2027

Notary

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says:
That he is a member of
the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says:
That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

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Notice of Award

NO TEXT ON THIS PAGE

COUNTY OF NASSAU

DEPARTMENT OF PUBLIC WORKS

Inter-Departmental Memo

TO: Contract File

FROM: Jane Houdek, Esq.
Designated DCCO

DATE: August 31, 2026

SUBJECT: Contracts No: T62000-25E and T62250-07M
Welsbach Electric Corp. of L. I.
Responsibility Determination Memorandum

DPW Summary Finding

It is the Department's opinion that based on the information known to the Department and summarized in this memorandum, that the vendor is a responsible contractor for the purpose of being awarded the above-referenced contract.

Prior to the award of a contract, New York State agencies and political subdivisions, are required to make a determination of responsibility of the proposed vendor. State Finance Law §163 (9) (f); Highway Law §38; Public Building Law §8; General Municipal Law §103. General Municipal Law §103 requires the County to award contracts to a "responsible bidder" but does not define that term. However, the State Finance Law, which is the analogous law for contracting by New York State agencies, defines responsible as: "financial ability, legal capacity, integrity and past performance of a business entity and as such terms have been interpreted relative to public procurements". NY CLS St. Fin §163 (1) (c). This standard is applied to procurements pursuant to NYGML §103. *Matter of AAA Caring & Rubbish Removal, Inc. v. Town of Southeast,* 17 N.Y. 3d 136 (2011)

The NY State Office of General Services employees the FLIP analysis -financial ability, legal capacity, integrity and past performance – to meet its obligation to make a responsibility determination.

Application of the FLIP test

As explained in this memorandum, the FLIP test, can be used to evaluate a vendor's responsibility.

1. Financial and Organizational Capacity
   The Department has reviewed materials supplied by vendor as required by the bid documents and is satisfied that the vendor has met the financial and organizational capacity as required by the bid documents.

2. Legal Authority
   Vendor is not debarred.

3. Integrity
   Vendor possesses requisite business integrity-analysis of vendor information described in later portion of this memorandum.

4. Past Performance
   Based upon the vendor's prior performance on County contracts, as well as a check of vendor's reference, vendor is qualified to perform the work for the above-referenced contract.

SUBJECT: Contract No: T62000-25E and T62250-07M
Welsbach Electric Corp. of L. I.
Responsibility Determination Memorandum

Nassau County Procurement Policy Requirements

Similarly, the Nassau County Procurement Policy states that, "a vendor is deemed responsible to be awarded a contract when it has demonstrated that it has the integrity and capacity to perform the required services on behalf of the County." Nassau County Procurement Policy at Appendix E. Appendix E goes on to state that factors to consider in determining the responsibility of a vendor include: financial resources, organizational capacity, a satisfactory record of performance and a satisfactory record of business integrity - an analysis identical to the FLIP test.

For purposes of its consideration of responsibility, the County requires potential vendors to submit vendor disclosure forms. Those forms are used by the Department as a tool when conducting a vendor responsibility review with the intent of determining "if there exists any material adverse information impacting the vendor's capacity or integrity." Quoting Appendix E.

The following is quoted from Appendix E:

> For adverse information to be considered a factor in a vendor responsibility review, the information must be found to be material. Not all adverse information may be material. Materiality is greater for more recent events than for less recent ones, and materiality is greater for events concerning services more closely related to those required by the County than services that are less so. An event is considered most material when it concerns services equivalent or similar to those required by the County, has occurred recently, occurred in close geographic proximity to the County, and involves one or more individuals or organizational departments that may be involved in the conduct of the County contract. Also relevant in this assessment is whether the event involves a relatively large or small amount of money, services or product; whether the event involves a threat to life, health, safety, or property, whether criminality or possible criminality is involved; and the quantity of adverse information. In addition, any adverse information discovered by a department, which should have been, but was not disclosed by the vendor on the appropriate disclosure form(s) may be considered material.
>
> Examples of adverse information that may not be considered material include adverse social media posts or poor reviews of a company posted on the internet. In addition, adverse information that occurred and/or was resolved more than five years ago generally is not considered material, although once such information has been identified the department conducting the review should investigate whether any similar subsequent event(s) occurred that may be subject to further analysis or suggesting a concern regarding the vendor's corporate culture.
>
> A finding of nonresponsibility has significant implications for the vendor, since subsequent to that determination the vendor must disclose it in future solicitation responses to public entities. Therefore, the finding must be based upon evidence of a sufficiently severe failure of capacity and/or integrity on the part of the vendor. Any adverse information which is not deemed to be sufficient for a finding of nonresponsibility must be demonstrated by the vendor to have been addressed sufficiently through implementation of corrective actions and/or plans to ensure that the adverse event(s) shall not impact or recur during the conduct of the County contract under consideration. Corrective actions that may be considered in this regard include, but are not limited to, termination of the employee(s) involved, introduction of new policies and procedures, employee trainings, reorganization of the vendor's structure, introduction of new internal or external monitors, payment of all fines, satisfactory resolution of the matter by the investigating entity, etc.

SUBJECT: Contract No: T62000-25E and T62250-07M
Welsbach Electric Corp. of L. I.
Responsibility Determination Memorandum

Application of the Materiality Evaluation to Determine Vendor Integrity

As described in this memorandum, the Nassau County Procurement Policy at Appendix E identifies factors that should be considered when determining if the adverse information available about a vendor rises to level of materiality (vendor responsibility determination is dependent upon material information).

Vendor Affiliate Adverse Information

There is no adverse information regarding the Vendor. Vendor reports adverse information regarding affiliated entities owned by a common publicly traded parent corporation, Emcor. None of the Vendor Principals are owners or involved in the operation of the affiliated entities. None of the Vendor Principals or employees were involved in the incidents that are reported as adverse information. None of the affiliated entities will be performing any work on the County contracts.

Vendor has been successfully performing County contract work for decades. Accordingly, based on an application of the law and the policy, incidents reported regarding none performing affiliates do not warrant a determination that the vendor is a nonresponsible vendor. In the past, the Department has been satisfied with the safety measures implemented by the Vendor on a prior County construction project, and the work performed by the Vendor, and has concluded that the Vendor is a responsible vendor for the performance of the scope of work in Contracts T62000-25G and T62250-07M.

.

Jane Houdek
Attorney for DPW

JH:pl

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Welsbach Electric Corp. of L.I.

2. Amount requiring NIFA approval: $28,000,000.00

Amount to be encumbered: $2,000,000.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to Three (3) years with an option to renew for one (1) additional year
Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)	X	Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	Yes
Has the County Legislature approved the borrowing?	Yes
Has NIFA approved the borrowing for this contract?	No

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This contract will provide funding for the maintenance, repair, and modifications to traffic signals, streetlights, and related equipment 24 hours a day, 7 days per week under Contract T62250-07M.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN 09/04/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Darlene Kummer state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Welsbach Electric Corp. of L.I.

Vendor's Address: 300 Newtown Rd Plainview NY US 11803

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 06/26/2026 01:07:08 pm

Lobbyist Registration and Disclosure Form: 06/26/2026 01:08:22 pm

Business History Form certified: 06/26/2026 02:21:39 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 06/26/2026 01:43:17 pm

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Michele L. Valenti [MVALENTI@EMCOR.NET]
Date Certified	06/26/2026 01:16:10 pm

Principal Name	Daniel T. Piquette [DAN_PIQUETTE@EMCORGROUP.COM]
Date Certified	06/26/2026 03:35:06 pm

Principal Name	Kevin Gmelin [KEVIN_GMELIN@EMCORGROUP.COM]
Date Certified	06/26/2026 12:29:57 pm

Principal Name	Darlene Kummer [DKUMMER@EMCOR.NET]
Date Certified	06/26/2026 12:28:50 pm

I, Darlene Kummer hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Darlene Kummer DKUMMER@EMCOR.NET

Name

Vice President of Transportation / Secretary

Title

Welsbach Electric Corp. of L.I.

Name of Submitting Entity

06/26/2026 05:53:45 pm

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 06/26/2026

1) Proposer's Legal Name: Welsbach Electric Corp. of L.I.

2) Address of Place of Business: 300 Newtown Rd

City: Plainview State/Province/ Territory: NY Zip/Postal Code: 11803

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

Welsbach Electric Corp. of L.I. is indirectly owned by Emcor Group, Inc. and wholly owned by its significant subsidiary, Emcor Mechanical/Electrical Services East, Inc. (See Emcor Group 2025 Annual Report attached. Welsbach Electric Corp. of L.I. is the only subsidiary of Emcor Mechanical/Elecrical Services East, Inc. to be performing work on any NC-DPW contract executed in it's name. (See list of Emcor Mechanical/Electrical Services East, Inc. affiliates in Attachment 1)

2 File(s) uploaded: Attachment 1, EMCOR East Affliates.pdf, EMCOR_2025_AR_and_Form-10K.pdf

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

See attachment of affiliate(s) schedule of circumstances and corrective actions by various governmental agencies. Welsbach Electric Corp. of L.I. has not been under investigation. Except for common ownership by the same parent company, there is no relationship between Welsbach Electric Corp. of L.I. and these affiliates including no common personnel, facilities or operations.

1 File(s) uploaded: Business History Form, Question 13 Support, 22.08.23.pdf

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest

would not exist for your firm in the future.

It is Welsbach Electric Corp. of L.I.'s policy that should any actual or potential conflict of interest be suspected, management is to be notified immediately. At such time, all parties would be notified and actions pursued to resolve said conflict.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

11/14/1955

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

None. Emcor Group, Inc. is a publicly traded company on the Stock Exchange under symbol EME. No individual shareholder retains 10% or more of available stocks. According to the latest NASDAQ summary (available daily at NASDAQ.com), almost 95% of all available shares are retained by institutional investment firms. Leaving approximately 5% to all remaining individual shareholders. All mandated SEC filings reflecting such, and as referenced in the attached 2025 10K under Question 9, are available at any of the following websites: NASDAQ.com, SEC.gov or EmcorGroup.com.

iii) Name, address and position of all officers and directors of the company. If none, explain.

Michele Valenti, President /C.E.O. / Treasurer [redacted]
Daniel T. Piquette, VP of Industrial Commercial / Asst. Secretary [redacted]
Darlene Kummer, VP of Transportation / Secretary [redacted]
Kevin Gmelin, Asst. Vice President, [redacted]

1 File(s) uploaded: WEC LI Officer Affidavit, 2024.pdf

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

50

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

One of the largest traffic and street lighting contractors on Long Island. Public safety is our priority.

viii) Copies of all state and local licenses and permits.

3 File(s) uploaded: Hempstead Tri-Town Exp 12-31-26.pdf, Oyster Bay Exp 12-31-26.pdf, Town of North Hempstead Expires 12-31-2028.pdf

B. Indicate number of years in business.

71

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Current Traffic Signal Maintenance contractor, current Traffic Signal Operations contractor and current Traffic Signal Requirements contractor.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	New York State D.O.T.		
Contact Person	Marvin Obler		
Address	140 Nikon Court		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 904-3006		
Fax #			
E-Mail Address	Marvin.Obler@Dot.NY.gov		

Company	GPI		
Contact Person	Sheila Dukacz		
Address	325 West Main Street		
City	Babylon	State/Province/Territory	NY
Country	US		
Telephone	(631) 761-7245		
Fax #			
E-Mail Address	SDukacz@GPINet.com		

Company	Town of Huntington		
Contact Person	Brad Kusko		
Address	100 Main Street		
City	Huntington	State/Province/Territory	NY
Country	US		
Telephone	(631) 351-3053		
Fax #			
E-Mail Address	BKusko@HuntingtonNY.gov		

I, Darlene Kummer , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Darlene Kummer , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Welsbach Electric Corp. of L.I.

Electronically signed and certified at the date and time indicated by:
Darlene Kummer DKUMMER@EMCOR.NET

Vice President of Transportation / Secretary
Title

06/26/2026
Date

ATTACHMENT I

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS
QUESTION 2.0

AFFILIATES OF BUSINESS ENTITY
(All 100% Owned by EMCOR Mechanical/Electrical Services East, Inc.)

NAME & ADDRESS	BUSINESS	EMPLOYER ID#
Heritage Mechanical Services, Inc. 70 Schmitt Blvd. Farmingdale, NY 11735 (516) 558-2000 (NY 03/26/1973)	HVAC design manufacture & installation; sheet metal fabrication	[redacted]
JC Higgins Corp. 70 Hawes Way Stoughton, MA 02072 (781) 341-1500 (DE 06/05/1990)	Mechanical Contractor	[redacted]
Penguin Maintenance & Services Inc. Five Penn Plaza New York, NY 10001 (718) 706-6500 (DE 01/09/1991)	Maintenance of HVAC systems	[redacted]
Penguin Air Conditioning Corp. Five Penn Plaza New York, NY 1001 (718) 706-6500 (NY 11/27/1951)	HVAC Contractor	[redacted]
Welsbach Electric Corp. 111-01 14th Avenue College Point, NY 11356 (718) 670-7900 (DE 03/17/1972)	Construction & maintenance of street lighting, traffic lights, fire alarm, outdoor lighting & electrical distribution systems	[redacted]
Welsbach Electric Corp. of L. I. 300 Newtown Road Plainview, NY 11803 (516) 454-0023 (NY 11/14/1955)	Outdoor electrical contracting	[redacted]
R.S. Harritan & Company Inc. 2941 Space Road Richmond, VA 23234 (804) 275-7821 (VA 10/26/1997)	Industrial Services	[redacted]
Forest Electric Corp. 1375 Broadway, Floor 7 New York, NY 10018 (212) 318-1500 (NY 03/14/1978)	Electrical Contractor	[redacted]

FORMER AFFILIATES OF BUSINESS ENTITY
(Previously 100% Owned by EMCOR Mechanical/Electrical Services East, Inc.)

NAME & ADDRESS	BUSINESS	EMPLOYER ID#
Midland Fire Protection, Inc. 70 Hawes Way Stoughton, MA 02072 (781) 341-1500 (RI 11/17/1981)	Fire Protection Contractor	[redacted]
Professional Mechanical Contractors, LLC 367 Research Parkway Meriden, CT 06450 (203) 630-7200 (CT 6/7/95)	Mechanical Contractor	[redacted]

EMCOR GROUP, INC. 2025 ANNUAL REPORT

EMCOR

MISSION READY



STRATEGICALLY POSITIONED FOR SUSTAINABLE, BROAD-BASED GROWTH ACROSS A NUMBER OF RESILIENT SECTORS.





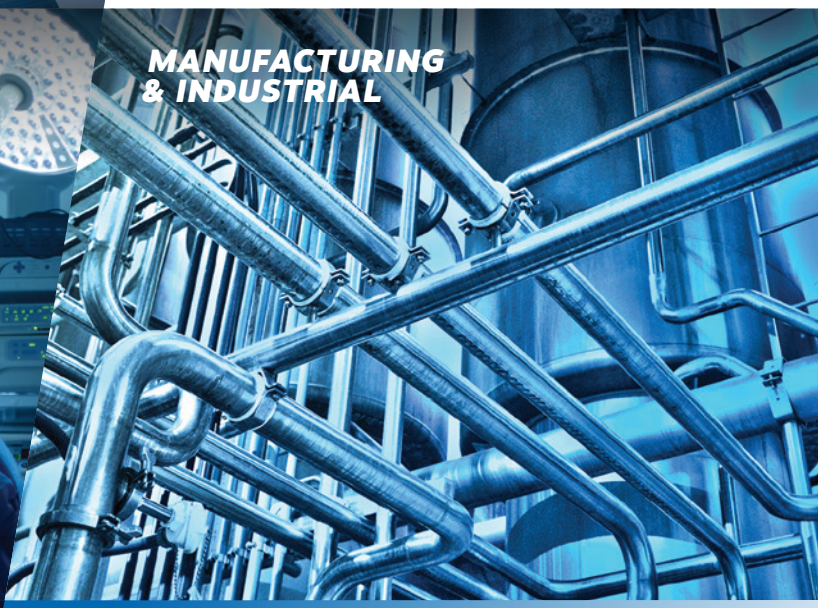


FINANCIAL HIGHLIGHTS

in thousands of dollars, except per share data	**2025**	2024	2023	2022	2021
Revenues	**$16,986,422**	$14,566,116	$12,582,873	$11,076,120	$9,903,580
Gross profit	**$3,282,988**	$2,765,051	$2,089,339	$1,603,594	$1,501,737
Operating income	**$1,713,418**	$1,344,863	$875,756	$564,877	$530,800
Net income attributable to EMCOR Group, Inc.	**$1,272,817**	$1,007,145	$632,994	$406,122	$383,532
Diluted earnings per share	**$28.19**	$21.52	$13.31	$8.10	$7.06
Equity	**$3,674,981**	$2,938,694	$2,470,815	$1,974,291	$2,253,089


INSTITUTIONAL


HEALTHCARE


MANUFACTURING
& INDUSTRIAL


HOSPITALITY & ENTERTAINMENT

***DEAR SHAREHOLDERS:** We had another tremendous year in 2025. We achieved a number of new company records, including annual revenues, operating income, operating margin, and diluted earnings per share. We did this while maintaining our record of excellent cash conversion. Our success demonstrates our ability to execute with discipline across EMCOR as we drive innovation and efficiency to achieve exceptional outcomes for our customers and shareholders.*

2025 STRATEGIC ACHIEVEMENTS AND MILESTONES

2025 was a year of several major achievements and milestones for EMCOR. We acquired Miller Electric Company, which is the largest acquisition in our history. The integration is on track, our leadership and values are aligned, and Miller will serve as a great platform for growth in the Southeast and Texas. In addition to Miller, we acquired nine other companies across our Mechanical Construction and Building Services segments to better serve our customers. We divested our U.K. business to focus on our U.S. operations, finding a great strategic home for the business and achieving a good result for our shareholders.

We repurchased almost $600 million in shares and announced an increase of our quarterly dividend to $0.40 per share. The active management of our business portfolio coupled with this return of cash to our shareholders demonstrate our commitment to our successful, balanced capital allocation strategy. We continue to maintain a liquid balance sheet that serves as a foundation of strength for us and is valued by our customers, especially in key market sectors such as network and communications (including data centers), manufacturing and industrial, and high-tech manufacturing. This balance sheet also provides strategic flexibility for growth.

Further, we earned inclusion in the S&P 500, a landmark achievement. We were also recognized by *Fortune* as the Number 1 Most Admired Company in the Engineering and Construction Industry.

And as important as any metric, we maintained our industry-leading safety record in this demanding and complex environment with a TRIR under 1.0 for the second year in a row.

SEGMENT PERFORMANCE HIGHLIGHTS

Our operating segments performed well in 2025. We earned full-year Mechanical and Electrical Construction operating margins of 12.8% and 12.1%, respectively, demonstrating excellent execution across a diverse range of projects by size, end market, and geography. We did this while growing the revenues of these segments by 10.1% and 51.8%, respectively. We achieved a 6.0% operating margin in our Building Services segment, driven by the underlying strength of our Mechanical Services business, which achieved high single-digit operating margins and 6.0% growth, virtually all of which was organic. Demand for this business remains strong with a primary focus on aftermarket projects and retrofits, HVAC service and repair, building automation and controls upgrades and services, and indoor air quality and energy efficiency projects. We remain well-positioned within our Industrial Services segment to serve a rebounding oil and gas industry.

Despite our record revenues, we built our RPOs (Remaining Performance Obligations) to $13.25 billion at the end of 2025, a 31.2% increase from $10.10 billion at December of 2024. These RPOs remain diverse across many resilient sectors of the economy, such as network and communications (including data centers), manufacturing and industrial, institutional, healthcare, and water and wastewater.

As we move into 2026, we have continued to leverage our training, VDC, pre-fabrication, and project planning and delivery capabilities. We will face macroeconomic challenges and headwinds, but, with our team's experience, we are confident in our ability to overcome them as we have before. We are committed to executing a balanced capital allocation strategy focused on organic investment, strategic acquisitions, and returning cash to shareholders through share repurchases and dividends.

With a healthy dose of humility, Fortune is right—we are the #1 Most Admired Company in our industry, and this is because of our people. We care about each other, execute with discipline and integrity, and deliver results for our customers and shareholders. I appreciate all that my teammates do for EMCOR every day.

Thank you for your continued support as we enter 2026 with confidence and optimism.

MISSION FIRST, PEOPLE ALWAYS



Anthony J. Guzzi

Chairman, President
and Chief Executive Officer

EMCOR NATION

Much more than a website, **EMCOR Nation** is a tribute to craftsmanship and accomplishment. It's where talented professionals proudly showcase their projects, celebrate their skills, and connect with colleagues who share their common passion for excellence.















UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2025

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission file number 1-8267

EMCOR Group, Inc.

(Exact name of registrant as specified in its charter)

Delaware	[redacted]
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)
301 Merritt Seven Norwalk, Connecticut	**06851-1092**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (203) 849-7800

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock	**EME**	**New York Stock Exchange**

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (Section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	☒	Accelerated Filer	☐	Non-accelerated Filer	☐	Smaller Reporting Company	☐	Emerging Growth Company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined by Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of the common stock held by non-affiliates of the registrant was approximately $17.258 billion as of the last business day of the registrant's most recently completed second fiscal quarter, based upon the closing sale price on the New York Stock Exchange reported for such date. Shares of common stock held by each executive officer and director and by each person who owns 5% or more of the outstanding common stock (based solely on filings of such 5% holders) have been excluded from such calculation as such persons may be deemed to be affiliates. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

Number of shares of the registrant's common stock outstanding as of the close of business on February 20, 2026: 44,532,566 shares.

DOCUMENTS INCORPORATED BY REFERENCE

Part III. Portions of the definitive proxy statement for the 2026 Annual Meeting of Stockholders, which document will be filed with the Securities and Exchange Commission pursuant to Regulation 14A not later than 120 days after the end of the fiscal year to which this Form 10-K relates, are incorporated by reference into Items 10 through 14 of Part III of this Form 10-K.

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FORWARD-LOOKING STATEMENTS

This report contains forward-looking statements. You can identify these statements by the fact that they do not relate strictly to historical or current facts. They generally contain words such as “anticipate,” “estimate,” “expect,” “project,” “intend,” “plan,” “believe,” “may,” “can,” “could,” “might,” variations of such wording and other words or phrases of similar meaning. Forward-looking statements in this report include discussions of our future operating or financial performance and other forward-looking commentary regarding aspects of our business, including market share growth, gross profit, remaining performance obligations, project mix, projects with varying profit margins and contractual terms, the financial impact and integration of acquisitions, selling, general and administrative expenses, anticipated dividend payments, our ability to maintain a strong safety record, and trends in our business, and other characterizations of future events or circumstances, such as the effects of supply chain disruptions, delays, and price fluctuations, including those potentially caused by tariffs. Each forward-looking statement included in this report is subject to risks and uncertainties, including those identified in the “Risk Factors” section, the “Management’s Discussion and Analysis of Financial Condition and Results of Operations” section, and other sections of this report. Applicable risks and uncertainties include, but are not limited to:

- adverse effects of general economic conditions;
- domestic and international political developments and/or conflicts;
- changes in the specific markets for EMCOR’s services;
- adverse business conditions, including the weakness of the sectors from which we generate revenues, scarcity of skilled labor, productivity challenges, the nature and extent of supply chain disruptions impacting availability and pricing of materials, and inflationary trends more generally, including fluctuations in energy costs;
- the impact of legislation and/or government regulations;
- changes in foreign trade policy, including the effect of tariffs;
- changes in interest rates;
- the lack of availability of adequate levels of surety bonding;
- increased competition;
- the impact of legal proceedings, claims, lawsuits, or governmental investigations;
- unfavorable developments in the mix of our business; and
- other factors discussed elsewhere in this report.

Such risks and uncertainties could cause actual results to differ materially from those that might be anticipated from, or projected or implied by, our forward-looking statements. Accordingly, these statements do not guarantee future performance or events. The forward-looking statements contained in this report speak only as of the filing date of this report. We undertake no obligation to update any forward-looking statements unless required by law. However, any further disclosures made on related subjects in our subsequent reports filed with the Securities and Exchange Commission (the “SEC”) should be consulted. We caution investors not to place undue reliance on forward-looking statements, due to their inherent uncertainty.

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PART I

ITEM 1. BUSINESS

References to the "Company," "EMCOR," "we," "us," "our" and similar words refer to EMCOR Group, Inc. and its consolidated subsidiaries unless the context indicates otherwise.

Overview

We are one of the largest specialty contractors in the United States and a leading provider of electrical and mechanical construction and facilities services, building services, and industrial services. In 2025, we had revenues of $16.99 billion. Our services are provided to a broad range of commercial, technology, manufacturing, industrial, healthcare, utility, and institutional customers through approximately 100 operating subsidiaries, which specialize principally in providing construction services relating to electrical and mechanical systems in all types of facilities and in providing various services relating to the operation, maintenance, and management of those facilities. Such operating subsidiaries are organized into the following reportable segments:

- United States electrical construction and facilities services;
- United States mechanical construction and facilities services;
- United States building services; and
- United States industrial services.

On December 1, 2025, we sold our United Kingdom operations, the results of which are reported within our United Kingdom building services segment through the date of sale.

Our operating subsidiaries offer comprehensive and diverse solutions on a broad scale and have many long-standing customer relationships. We provide construction services and building services directly to corporations, municipalities and federal and state governmental entities, owners/developers, and tenants of buildings. We also provide our construction services indirectly by acting as a subcontractor to general contractors, systems suppliers, construction managers, developers, property managers, and other subcontractors. We generally provide industrial services directly to refineries and petrochemical plants.

We derive revenues from many different customers in numerous industries, which have operations in several different geographical areas. Of our 2025 revenues, approximately 97% were generated in the United States and approximately 3% were generated in the United Kingdom. In 2025, we derived approximately 72% of our revenues from our construction operations, approximately 21% of our revenues from our building services operations, and approximately 7% of our revenues from our industrial services operations. For additional information regarding our revenues, see Note 3 - Revenue from Contracts with Customers of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data.

We believe that our range of service offerings, technical capability, skilled workforce, and strong project execution, along with our safety culture and financial resources, differentiate us from our competition and position us to benefit from future capital and maintenance spending by our existing and potential customers. Our strategies of expanding our portfolio of service offerings and increasing or enhancing our presence in core end markets and geographies, along with our commitment to industry-leading best practices and technological and training capabilities, place us in the position to capitalize on opportunities and trends in the industries we serve and continue to grow our business.

Increasingly, our services are focused on delivering sustainable energy solutions, enhancements in energy efficiency, reductions in waste and emissions, and improvements in the safety and comfort of our customers' facilities.

The broad scope of our operations is more particularly described below. For detailed segment financial information refer to Note 18 - Segment Information of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data.

Our executive offices are located at 301 Merritt Seven, Norwalk, Connecticut 06851-1092, and our telephone number at those offices is (203) 849-7800.

Operations

Electrical and mechanical construction and facilities services operations:

Our electrical and mechanical construction services primarily involve the design, integration, installation, start-up, operation and maintenance, and provision of services relating to:

- Systems for electrical power transmission, distribution, and generation, including power cables, conduits, distribution panels, transformers, generators, uninterruptible power supply systems, and related switch gear and controls;
- Premises electrical and lighting systems, including fixtures and controls;
- Process instrumentation in the refining, chemical processing, and food processing industries;
- Low-voltage systems, such as fire alarm, security, and process control systems;
- Voice and data communications, including fiber optic and low voltage cabling, distributed antenna systems, audiovisual systems, and wireless access points;
- Sustainable energy solutions such as solar, photovoltaic, and wind, as well as the installation of electric vehicle charging stations;
- Roadway and transit lighting and signaling and fiber optic lines;
- Computerized traffic control systems, and signal and communication equipment for mass transit systems;
- Heating, ventilation, air conditioning, and refrigeration, including both traditional mechanical systems as well as geothermal solutions;
- Clean-room process ventilation systems;
- Fire protection and suppression systems;
- Plumbing, process and high-purity piping systems;
- Controls and filtration systems;
- Water and wastewater treatment systems;
- Central plant heating and cooling systems, including manufacturing and installing sheet metal air handling systems;
- Millwright services; and
- Steel fabrication, erection, and welding services.

The electrical and mechanical construction services industry has experienced growth principally due to the increased content, complexity, and sophistication of electrical and mechanical systems resulting, in part, from growth in digital processing, cloud computing, data storage, and the emergence of artificial intelligence ("AI"). In addition, facilities of all types require extensive electrical distribution systems, sophisticated power supplies, networks of low-voltage and fiber-optic communications cabling, and various mechanical, plumbing, and fire protection and suppression systems. Moreover, the need for substantial environmental controls within a building, due to the heightened need to maintain extensive servers at optimal temperatures, and the demand for increased energy efficiency, have continued to expand opportunities for our electrical and mechanical services businesses. The demand for these services is typically driven by non-residential construction and renovation activity and, in recent years, has benefited from the expansion of data centers to power AI and cloud computing, the re-shoring of the supply chain, the need for additional high-tech manufacturing facilities, and the energy transition/expansion throughout the United States.

Our electrical and mechanical construction services generally fall into one of three categories: (a) large installation projects, with contracts often in the multi-million dollar range, that involve: (i) the construction of manufacturing facilities, data centers, warehousing and distribution facilities, hospitals, and commercial buildings, (ii) institutional, public works, and infrastructure projects, or (iii) the fit-out of large blocks of space within commercial or mixed-use buildings, (b) large and medium sized capital and maintenance projects for commercial, manufacturing, pharmaceutical, healthcare, oil and gas, and industrial clients, and (c) smaller installation projects, of a short duration, typically involving fit-out, renovation, and retrofit work.

Our United States electrical and mechanical construction operations accounted for approximately 72% of our 2025 total revenues. Of such revenues, approximately 42% were generated by our electrical construction operations and approximately 58% were generated by our mechanical construction operations.

Our largest projects include those within: (a) the network and communications market sector (including data centers, data and fiber projects, and cabling); (b) the high-tech manufacturing market sector (including semiconductor, biotech, life-sciences, and pharmaceutical facilities, as well as projects across the electric vehicle value chain); (c) the manufacturing and industrial market sector (including food processing and traditional automotive manufacturing facilities, steel, pulp and paper mills, power generation (including sustainable energy solutions such as solar and wind), oil and gas refineries, and chemical processing plants); (d) the commercial market sector (including warehousing and distribution facilities and office or mixed-use buildings); (e) the healthcare market sector (including hospitals, surgical centers, rehabilitation and nursing facilities, and medical offices); (f) the institutional market sector (including educational and correctional facilities and research laboratories); (g) the water and wastewater market sector; (h) the transportation market sector (including highways, bridges, airports, and transit systems); and (i) the hospitality and entertainment market sector (including resorts, hotels, gaming facilities, convention centers, and sports arenas and stadiums). Our largest projects, which typically range in size from $10 million up to and occasionally exceeding $200 million, represented approximately 58% of our electrical and mechanical construction services revenues in 2025. These projects often involve new construction and a combination of design, installation, and start-up services. Depending on the size and complexity of these projects, they may span multiple years and typically require significant technical and management skills and the financial strength to obtain performance bonds, which are often a condition to bidding for and winning these projects.

Our projects of less than $10 million accounted for approximately 42% of our electrical and mechanical construction services revenues in 2025. These projects are typically completed in less than one year. They usually involve electrical and mechanical construction services when an end-user or owner undertakes construction or modification of a facility to accommodate a specific use, upgrade or replace aging systems, or increase energy efficiency. These projects frequently require electrical and mechanical systems to meet special needs such as critical systems power supply, fire protection systems, special environmental controls and high-purity air systems, sophisticated electrical and mechanical systems for data centers, new production lines in manufacturing plants, and office arrangements in existing office buildings. They are not usually dependent upon the new construction market. Demand for these projects and types of services is often prompted by the expiration of leases, changes in technology, the demand for more energy efficient systems, or changes in the customer's plant or office layout in the normal course of a customer's business.

Building services operations:

Our building services include:

- Maintenance and services for mechanical, electrical, plumbing, fire safety, and building automation systems;
- HVAC projects, including installation, modification and retrofits;
- Program development, management, and maintenance for energy systems, including LEED and other sustainable solutions to assist our customers in reducing energy consumption;
- Energy efficiency retrofit services, including HVAC, lighting, water, weatherization, and air flow management solutions;
- Technical consulting and diagnostic services;
- Services aimed at improving indoor air quality;
- Installation and support for building systems;
- Commercial and government site-based operations and maintenance;
- Facility management, maintenance, and services;
- Floor care and janitorial services;
- Landscaping, lot sweeping, and snow removal;
- Vendor management and call center services; and
- Infrastructure and building projects for federal, state, and local governmental agencies.

Our building services operations have built upon our traditional electrical and mechanical construction operations and our client relationships to expand the scope of services being offered and to develop packages of services for customers on a local, regional, and national basis.

Our building services operations, which generated approximately 21% of our 2025 total revenues, provide services to owners, operators, tenants, and managers of all types of facilities. Of our building services revenues for 2025, approximately 87% were generated in the United States and approximately 13% were generated in the United Kingdom. As noted above, in December 2025, we sold our operations in the United Kingdom.

Of the building services revenues generated in the United States during 2025, approximately 77% was generated from our mechanical services division, approximately 18% was generated from our commercial site-based services division, and approximately 5% was generated from our government site-based services division. Our mechanical services division has benefited, in recent years, from increased demand for HVAC project and retrofit work, greater service repair and maintenance volumes, and the expansion of our building automation and controls solutions.

Demand for our building services is often driven by customers' decisions to focus on their core competencies, customers' programs to reduce costs, the increasing technical complexity of customers' facilities, including their mechanical, electrical, building automation, voice and data, and other systems, and the need for increased reliability, energy efficiency, and air filtration and sanitization. These trends have led to outsourcing and privatization programs whereby customers in both the private and public sectors seek to contract out those activities that support, but are not directly associated with, the customer's core business. Clients of our building services business include major corporations engaged in information technology, telecommunications, pharmaceuticals, financial services, and manufacturing, institutional organizations, healthcare providers, large retailers and other businesses with geographically dispersed locations, as well as federal and state governments.

Within our government site-based services division, we provide building services at a number of prominent buildings in the United States, including those that house the National Archives and Records Administration, the Federal Deposit Insurance Corporation, the Government Accountability Office, and the Departments of Transportation, Education, Health and Human Services, Energy, and Homeland Security, as well as other government facilities. We also provide building services, as a prime contractor or a subcontractor, to U.S. government and intelligence agencies. The agreements pursuant to which this division provides services to the federal government are frequently for a base period and a number of option years exercisable at the sole discretion of the government, are often subject to modification or renegotiation by the government in terms of scope of services, and are subject to termination for convenience by the government prior to the expiration of the applicable term.

Industrial services operations:

Our industrial services are primarily provided to customers within the oil, gas, and petrochemical industries and consist of:

- Refinery turnaround planning and engineering services;
- Specialty welding services;
- Overhaul and maintenance of critical process units in refineries and petrochemical plants;
- Specialty technical services for refineries and petrochemical plants;
- Instrumentation, controls, and electrical services for energy infrastructure;
- Electrical panel design, fabrication, and installation;
- On-site repairs, maintenance, and service of heat exchangers, towers, vessels, and piping;
- Design, manufacturing, repair, and hydro blast cleaning of shell and tube heat exchangers and related equipment; and
- Renewable energy services, including large scale solar projects, energy storage, and waste to biogas solutions.

Our industrial services business, which generated approximately 7% of our 2025 total revenues, is a recognized leader in the refinery turnaround market and has a presence in the petrochemical and upstream markets. Demand for these services is highly dependent on the strength of the oil and gas and related industrial markets. Our industrial services operations perform turnaround and maintenance services for critical units of refineries and petrochemical plants to upgrade, repair, and maintain them. Such services include: (a) engineering and planning in advance of complex refinery and petrochemical turnarounds; (b) overhaul and maintenance of critical process units (including hydrofluoric alkylation units, fluid catalytic cracking units, coking units, heaters, heat exchangers, and related mechanical equipment) during refinery and petrochemical plant shut downs; (c) replacement and new construction capital projects for refineries and petrochemical plants; (d) instrumentation, controls, and electrical services for energy infrastructure; and (e) other related specialty services such as: (i) welding (including pipe welding) and fabrication; (ii) heater, boiler, and reformer repairs and replacements; converter repair and revamps; and vessel, exchanger and tower services; (iii) tower and column repairs in refineries and petrochemical plants; (iv) installation and repair of refractory materials for critical units in process plants to protect equipment from corrosion, erosion, and extreme temperatures; and (v) acid-proofing services to protect critical components at refineries from chemical exposure. These businesses also design and manufacture highly engineered shell and tube heat exchangers and provide maintenance, repair, and cleaning services for heat exchangers both in the field and at our own shops, including tube and shell repairs, bundle repairs, and extraction services.

In addition to these traditional industrial services, we are leveraging our expertise in industrial services to construct and maintain carbon capture technologies and renewable energy projects.

Competition

Across our operations, we compete with national, regional, and local companies, many of which are small, owner-operated entities that carry on their businesses in a limited geographic area, as well as with certain foreign companies.

The electrical and mechanical construction services industry is highly fragmented and our competition includes thousands of small companies across the United States. In addition, there are a number of larger companies focused on providing electrical and/or mechanical construction services, such as APi Group Corporation, Comfort Systems USA, Inc., Dycom Industries, Inc., Everus Construction Group, Inc., IES Holdings, Inc., MasTec, Inc., MYR Group Inc., Quanta Services, Inc., and Tutor Perini Corporation. A majority of our revenues are derived from projects requiring competitive bids; however, an invitation to bid is often conditioned upon prior experience, technical capability, and financial strength. Competitive factors in the electrical and mechanical construction services business include: (a) the availability of qualified and/or licensed personnel; (b) reputation for integrity and quality; (c) safety record; (d) cost structure and the ability to control project costs; (e) relationships with customers; (f) price; (g) geographic diversity; (h) experience in specialized markets; (i) the ability to obtain surety bonding; (j) adequate working capital or access to bank credit; and (k) the use of technology such as virtual design construction ("VDC"), building information modeling ("BIM"), robotics, and automation. We believe our financial position, operating results, access to bank credit and surety bonding, technical expertise including prefabrication, VDC, and BIM capabilities, and safety record, among other factors, give us an advantage over many of our competitors. However, relatively few barriers exist to prevent entry into the electrical and mechanical construction services industry.

While the building services industry is also highly fragmented, with most competitors operating in a specific geographic region, a number of large corporations and original equipment manufacturers are engaged in this field. Within our mechanical services division, we compete with entities such as APi Group Corporation, Comfort Systems USA, Inc., and Service Logic LLC, as well as Carrier Global Corporation and Trane Technologies plc. Within our commercial and government site-based divisions, competition includes companies such as Amentum Services, Inc., IAP Worldwide Services, Inc., Fluor Corporation, Cushman & Wakefield plc, CBRE Group, Inc., Jones Lang LaSalle Incorporated, Sodexo, Inc., Aramark, and ABM Industries Incorporated. In addition, we compete with several regional firms serving all or portions of the markets we target, such as BrightView Holdings, Inc., Kellermeyer Bergensons Services, LLC, and SMS Assist, L.L.C. The key competitive factors in the building services industry include: (a) availability of qualified personnel and managers; (b) service quality and technical expertise; (c) the use of technology tools and data analytics; (d) cost structure and the ability to control project costs; (e) price; and (f) geographic diversity. Due to our financial strength, scope of service offerings, our technical capability and management experience, and our geographic presence, we believe our building services operations are in a strong competitive position. However, there are relatively few barriers to entry into the building services industry.

The market for providing industrial services includes large national providers, as well as numerous regional companies. In the manufacture of heat exchangers, we compete with both U.S. and foreign manufacturers. Competitors within this industry include JVIC, Universal Plant Services, Inc., Turner Industries Group, LLC, Team, Inc., Specialty Welding and Turnarounds, LLC, Cust-O-Fab, Inc., Dunn Heat Exchangers, Inc., Turn2 Specialty Companies, and Wyatt Field Service Company, LLC, among others. The key competitive factors in the industrial services market consist of: (a) availability of skilled workforce; (b) technical expertise; (c) service, quality, and ability to respond quickly; (d) price; and (e) safety record. Due to our technical capabilities, skilled workforce, and safety record, we believe that we are in a strong competitive position in the industrial services markets that we serve. Although the technical expertise and capital investment that is required in manufacturing heat exchangers may be considered a barrier to entry in this field, there are significantly fewer barriers to entry as it pertains to turnaround projects and services.

Human Capital

At December 31, 2025, we employed approximately 44,000 people, all of whom were located within the United States.

Based on the most recent information available from our latest filing with the U.S. Equal Employment Opportunity Commission, the gender demographic of our employees was 90% male and 10% female. Additionally, based on such information, our employees had the following race and ethnicity demographics:

Employee Demographic	**% of Total**
White	66 %
Hispanic / Latino	21 %
Black / African American	8 %
Asian	2 %
Multiracial, Native American, Native Hawaiian, and Pacific Islander	3 %

Approximately 62% of our employees are represented by various unions pursuant to approximately 450 collective bargaining agreements between our individual subsidiaries or trade associations and local unions, as well as two collective bargaining agreements that are national or regional in scope. We believe that our relations with our labor unions are generally positive.

Our ability to execute complex projects for our customers, and to perform all of our services with the excellence that makes us an industry leader, depends on our success in attracting and retaining skilled labor in a competitive market. We therefore strive to be and remain an employer of choice for the most talented employees in each of the industries and markets in which we operate. This begins with offering competitive employee compensation and benefits packages, specifically designed to meet the unique needs of each individual in our organization, which include:

- *Health and Welfare Plans*: All full-time employees who do not participate in union plans are offered a range of choices among medical, dental and vision plans, life, accident, dependent and disability insurance, and pre-tax health savings accounts that include employer contributions.
- *Retirement Savings*: We help provide our employees with financial security by offering a 401(k) Savings Plan, which includes company matching contributions.
- *Degree Assistance*: Eligible employees may apply for reimbursement for job-related courses or courses taken as part of a curriculum for a business or job-related degree at an accredited institution.
- *Employee Assistance Program*: Through our Employee Assistance Program, we offer our employees, and their dependents or household members, access to services and counseling on a variety of personal, professional, legal, and financial matters, at no cost.
- *College Coaching*: Our College Coach Program provided through Bright Horizons provides employees and their families with support as they navigate the college admissions process, including live webinars, tuition payment financial planning, and insight from former admissions officers, finance professionals, and educators.

Key to our attraction and retention of employees is our commitment to our EMCOR Values and our focus on employee safety and inclusion. Our Board of Directors and senior leadership engage in direct oversight and management, respectively, of our significant human capital initiatives. Our Board of Directors is regularly briefed and provides input on key human capital initiatives and metrics.

Commitment to Core Values

We are committed to our EMCOR Values of Mission First: *Integrity, Discipline, and Transparency* and People Always: *Mutual Respect and Trust, Commitment to Safety, and Teamwork.* We consistently strive to ensure these values are reflected in how we do business every day, from our corporate culture and "tone at the top," established by our Board of Directors and management team, to the critical work performed by all of our people at every level throughout our organization. We reinforce our EMCOR Values through many ongoing initiatives. Our EMCOR Values are embodied in our policies and procedures, including our Code of Business Ethics and Conduct. We also regularly provide training on these values, both at time of hire and on an ongoing, periodic basis. In addition, to develop and reinforce our values company-wide, and empower our leaders to perform at the highest levels, senior leaders are invited to our Leadership for Results course at the Georgia Tech Scheller College of Business and our Leading with Character program at the Thayer Leadership Development Group at West Point. In addition, identified front line supervisors such as project managers and superintendents are invited to our Leader Development Program, which focuses on the development of skills to enhance their growth as leaders and emphasizes the importance of our EMCOR Values.

Workplace Safety

We believe that our focus on employee safety and well-being is reflected in our results. During a year in which our people worked nearly 100 million hours, the Company's Total Recordable Incident Rate in 2025 was just under 1.0, which was approximately 60% lower than the U.S. Bureau of Labor Statistics' most recently available industry average of 2.4 for NAICS Code 2382, Building Equipment Contractors. This represents our seventeenth consecutive year with a Total Recordable Incident Rate which was less than half the industry average. Our position as an industry leader in safety begins with a strong culture of care and vigilance embodied in our EMCOR Values and is supported by a comprehensive suite of training, resources, and analytics. These include: (a) our signature Be There for Life! Zero Injuries Program and Be Vigilant! Campaign, (b) incident and injury prevention planning, including in-person and online training tools and best practice guides available through our company intranet as well as to all field employees through their mobile devices, (c) enterprise level reporting and analysis of leading and lagging indicators, (d) a 24-hour incident reporting hotline, and (e) a company-wide program to share and champion best safety practices across our range of businesses. These tools have evolved with the way our people work.

Mutual Respect and Trust

In our workplace, we seek to foster a welcoming environment that reflects our EMCOR Values, including Mutual Respect and Trust. We believe that a workforce, executive management team, and Board of Directors representing a broad array of experience, perspectives, backgrounds, and personal characteristics, are important to our future success.

We strive to help all our employees realize their full potential with an equal opportunity to succeed. We work to unlock the full potential of all employees at every level through: (a) the EMCOR Manager Certificate Program, which promotes supervisory management skills, (b) our Degree Assistance Program, which provides tuition reimbursement for continuing education, and (c) the resources available to all employees on our online learning platform, EMCOR University Online, which includes thousands of on-demand training courses on a wide range of topics.

Available Information

We file annual, quarterly and current reports, proxy statements and other information with the SEC. These filings are available to the public over the internet at the SEC's website at http://www.sec.gov.

Our Internet address is www.emcorgroup.com. We make available, free of charge, through www.emcorgroup.com our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports, as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. References to our website addressed in this report are provided as a convenience and do not constitute, and should not be viewed as, an incorporation by reference of the information contained on, or available through, the website. Therefore, such information should not be considered part of this report.

Our Board of Directors has an audit committee, a compensation and personnel committee, and a nominating and corporate governance committee. Each of these committees has a formal charter and is comprised of independent directors. We also have Corporate Governance Guidelines, which include guidelines regarding related party transactions, a Code of Ethics for our Chief Executive Officer and Senior Financial Officers, and a Code of Ethics and Business Conduct for Directors, Officers, and Employees. Copies of these charters, guidelines and codes, and any waivers or amendments to such codes which are applicable to our executive officers, senior financial officers, or directors, can be obtained on our website, www.emcorgroup.com.

You may request a copy of the foregoing filings (excluding exhibits), charters, guidelines and codes, and any waivers or amendments to such codes which are applicable to our executive officers, senior financial officers, or directors, at no cost by writing to us at EMCOR Group, Inc., 301 Merritt Seven, Norwalk, CT 06851-1092, Attention: Corporate Secretary, or by telephoning us at (203) 849-7800.

ITEM 1A. RISK FACTORS

Our business is subject to a variety of risks, including the risks described below as well as adverse business and market conditions and risks associated with our operations. The risks and uncertainties described below are not the only ones facing us. Additional risks and uncertainties not known to us or not described below, which we have not determined to be material, may also impair our business operations. You should carefully consider the risks described below, together with all other information in this report, including information contained in the "Business," "Management's Discussion and Analysis of Financial Condition and Results of Operations," and "Quantitative and Qualitative Disclosures about Market Risk" sections. If any of the following risks actually occur, our business, financial position, results of operations, and/or cash flows could be adversely affected, and we may not be able to achieve our goals. Such events may cause actual results to differ materially from expected and historical results, and the trading price of our common stock could decline.

Economic and Strategic Risk Factors

Economic downturns, recessions, or periods of slow growth have historically led to reductions in demand for our services. Negative conditions in the credit markets, including elevated interest rates, may adversely impact our results of operations and our ability to operate our business. The level of demand from our clients for our services has been, in the past, adversely impacted by slowdowns in the industries we service, as well as in the economy in general. When the general level of economic activity has declined from historical levels, certain of our ultimate customers have delayed or canceled projects or capital spending, especially with respect to more profitable private sector work, and such slowdowns adversely affect our ability to grow, reducing our revenues and profitability. A number of economic factors, including financing conditions, the prices of commodities, and energy prices have, in the past, adversely affected the industries we serve and our ultimate customers' ability or willingness to fund expenditures. General concerns about the fundamental soundness of domestic and foreign economies may also cause ultimate customers to defer projects even if they have credit available to them. A prolonged stagnation or weakening in financial and macroeconomic conditions, potentially including higher interest rates, supply chain challenges, inflation, or geopolitical impacts, could therefore have a significant adverse effect on our revenues and profitability.

We are exposed to market risk for changes in interest rates for any borrowings under our revolving credit facility, which bear interest at variable rates. Although the Federal Reserve Board lowered the federal funds rate in 2024 and 2025, the pace and extent of additional decreases are uncertain. Increases in benchmark interest rates impact our interest expense and cost of capital, which may adversely impact our ability to make payments on future outstanding debt, raise funds through the issuance of debt, fund capital expenditures or meet other liquidity needs. Any of these impacts may adversely affect our liquidity, results of operations, and financial position. For further information on our credit facility and associated borrowing rates, refer to Note 9 - Debt of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data.

Many of our clients depend on the availability of credit to help finance their capital and maintenance projects. At times, tightened availability of credit or increased interest rates have negatively impacted the ability of existing and prospective ultimate customers to fund projects we might otherwise perform, particularly those in the more profitable private sector. As a result, our ultimate customers may defer such projects for an unknown, and perhaps lengthy, period. Any such deferrals would inhibit our growth and would adversely affect our results of operations.

In a weak economic environment, particularly in a period of restrictive credit markets, we may experience greater difficulties in collecting payments from, and negotiating change orders and/or claims with, our clients due to, among other reasons, a diminution in our ultimate customers' access to the credit markets or potential bankruptcies. If clients delay in paying or fail to pay a significant amount of our outstanding receivables, or we fail to successfully negotiate a significant portion of our change orders and/or claims with clients, it could have an adverse effect on our liquidity, results of operations, and financial position.

Our business has traditionally lagged recoveries in the general economy and, therefore, after an economic downtown we may not recover as quickly as the economy at large.

Certain of our businesses, including those within our United States industrial services segment, are exposed to risks associated with the oil and gas industry. These risks, which are not subject to our control, include volatility in the price and production of crude oil, the development of and consumer demand for alternative energy sources, including as a result of a change in consumer preference, or in an effort to reduce greenhouse gas emissions or combat climate change, and legislative and regulatory actions. In addition, macroeconomic conditions, influenced by a variety of events and circumstances, can also affect customer demand for our services within these businesses and lower prices and production volumes, or perceived risk thereof, typically results in the curtailment or deferral of spending by our customers. While higher prices for our customers' products may increase demand for our services, significant increases in the price or demand for crude oil may also result in the short-term curtailment or deferral of spending by our customers, as facility downtime to perform certain of the services we provide comes at a higher opportunity cost. Volatility within these markets, including the impact of geopolitical instability (such as disruption of shipping lanes or armed conflict or instability in oil-producing nations, including Iran and Venezuela), could negatively impact our financial position, results of operations, and cash flows.

Our business is vulnerable to the cyclical nature of the sectors in which our clients operate and is dependent upon the timing and funding of new awards. We provide construction and maintenance services to ultimate customers operating in a number of sectors which have been, and we expect will continue to be, cyclical and subject to significant fluctuations due to a variety of factors beyond our control, including economic conditions, consumer demand, technology advancements, and changes in client spending. For example, capital spending on data center infrastructure to support cloud storage and artificial intelligence ("AI") is rapidly expanding, which has increased demand for our services in recent years. If such spending were to decrease, demand for our services could decline as we transition our resources to other sectors. Regardless of economic or market conditions, investment decisions by our ultimate customers may vary by location or as a result of other factors like the availability of labor, relative construction costs, or competitive conditions in their industries. Because we are dependent on the timing and funding of new awards, we are therefore vulnerable to changes in our clients' markets and investment decisions.

Our business may be adversely affected by significant reductions in government spending, delays or disruptions in the government appropriations process or the failure to fully fund or implement legislation such as the CHIPS and Science Act of 2022 and the Inflation Reduction Act. Some of our businesses derive a portion of their revenues from governmental agencies. As a result, reduced or delayed spending by the federal government and/or state and local governments, potentially including the reduction or elimination of funding for projects or other benefits under relevant legislation, may have a material and adverse impact on our business, financial condition, results of operations, and cash flows. Significant reductions in spending aimed at reducing federal, state, or local budget deficits, the absence of a bipartisan agreement on the federal government's budget or raising the debt ceiling (and any disruption caused by a federal government shutdown as a result thereof), personnel reductions, elimination of government agencies or programs, the closure of government facilities and offices, the freezing or sequestration by the executive branch of congressionally-appropriated funds, or other changes in budget priorities could result in the deferral, delay, disruption, or cancellation of projects or contracts that we might otherwise have sought to perform. These potential events could impact the level of demand for our services and our ability to execute, complete, and receive compensation for our current contracts, or bid for and enter into new contracts with governmental agencies.

Volatility in the prices or availability of certain materials, equipment, and commodities used in our businesses and those of our customers, including as a result of inflation, supply chain disruptions, geopolitical instability, and protectionist trade measures, could adversely affect our businesses. We are exposed to market risk of increases in certain commodity prices of materials, such as copper and steel, which are used as components of supplies or materials utilized in our operations. We are also exposed to increases in energy prices, particularly as they relate to gasoline prices for our fleet of approximately 14,400 vehicles. While we believe we can increase our prices to adjust for some price increases in commodities, there can be no assurance that price increases of commodities, if they were to occur, would be recoverable. Further, the timing of our price increases may lag the timing of the underlying increases in commodity or material prices and certain of our contracts do not allow us to adjust our prices. As a result, increases in material or fuel costs could reduce our profitability with respect to projects in progress. Additionally, we rely on third-party vendors and manufacturers to supply much of the materials and equipment necessary for our operations. Disruptions, shortages, or delays in the availability of such materials and equipment have had and may have adverse impacts on our results of operations, cash flows, and reputation with our customers. For example, in recent years, we experienced supply chain delays, including long lead times for certain materials and equipment, as well as an escalation in material and fuel prices, to varying degrees. Fluctuations in the price of energy and commodity materials, whether resulting from fluctuations in market supply or demand, geopolitical conditions (including supply chain disruptions, sanctions on Russian exports as a result of Russia's invasion of Ukraine, armed conflict between Israel and Iran or between the United States and Iran or Venezuela, and shipping lane disruptions following maritime attacks in the Gulf of Aden and the Red Sea), an increase in trade protection measures such as tariffs, or the disruption, modification, or cancellation of multilateral trade agreements, may adversely affect our customers and as a result cause them to curtail the use of our services.

On the other hand, because certain of our construction and service offerings are designed to improve energy efficiency in our clients' operations, or to assist in the generation of new sources of renewable energy, such as wind, solar, and geothermal generation, decreases in the costs of traditional energy sources such as electricity, oil, and natural gas, including as a result of recessionary pressure and reduced demand, may lower our customers' demand for efficiency improvements and alternative energy sources, which could have an adverse effect on our financial position, results of operations, and cash flows. At the same time, the availability or price of electricity may adversely impact the buildout of certain of our customers' projects, including data centers, which could adversely impact our business, financial position, and results of operations.

Changes in U.S. foreign trade policies could lead to the imposition of additional trade barriers and tariffs. We cannot predict the full extent of new, extended, or changed trade policies, including tariffs, that may be made by the current or a future presidential administration or Congress, including whether existing tariff policies will be maintained or modified or if changes in the U.S. trade policy could result in reactions from U.S. trading partners, such as adopting responsive trade policies making it more difficult or costly for us to purchase materials or supplies. Judicial review of certain trade policies and the potential consequences of court decisions on challenges to such policies, including tariffs imposed by executive order, could result in

additional changes to, or reversal of, such trade policies and practices. Changes in U.S. trade policy or in laws and policies governing foreign trade, and any resulting negative sentiments towards the United States as a result of such changes, could have an adverse impact on our business, financial position, results of operations, and liquidity.

Business and Operational Risk Factors

The loss of customers could have an adverse effect on us. Although we provide services to a diverse portfolio of end markets and have long-standing relationships with many of our significant customers, our customers may unilaterally reduce, fail to renew, or terminate their contracts with us at any time. A loss of business from a significant customer, or a number of significant customers, could have a material adverse effect on our business, financial position, and results of operations.

Our industry is highly competitive. Our industry is served by numerous small, owner-operated private companies, a few public companies, and several large regional companies. In addition, relatively few barriers exist to prevent entry into most of the industries in which we operate. As a result, any organization that has adequate financial resources, and access to technical expertise, may become a competitor. Competition in our industry depends on numerous factors, including price. Certain of our competitors have lower overhead cost structures and, therefore, are able to provide their services at lower rates than we are currently able to provide. Our project and service work is frequently awarded through a competitive bidding process, which is standard in our industry. We are constantly competing for contracts based on pricing, schedule, and technical expertise. Competition can place downward pressure on our contract prices and profit margins, which may make it difficult to win the project or force us to accept contractual terms and conditions that are less favorable to us, thereby increasing the risk that, among other things, we may not realize profit margins at the same rates we have seen in the past or may become responsible for costs or other liabilities we have not incurred in the past.

We cannot be certain that our competitors will not develop the expertise, experience, and resources necessary to provide services that are superior in quality, and lower in price, to ours. Similarly, we cannot be certain that we will be able to maintain or enhance our competitive position within our industries or maintain a customer base at current levels. We may also face competition from the in-house service organizations of existing or prospective customers, particularly with respect to building services. Many of our customers employ personnel who perform some of the same types of building services that we do. We cannot be certain that our existing or prospective customers will continue to outsource building services in the future. If we are unable to compete effectively, we may experience a loss of customers, reduced profitability, or both, which if significant, could have a material adverse effect on our business, financial condition, and results of operations. Refer also to “Business - Competition” in Item 1 of this Form 10-K.

We are a decentralized company which presents certain risks. While we believe decentralization has enhanced our growth and enabled us to remain responsive to opportunities and to our customers’ needs, it necessarily places significant control and decision-making powers in the hands of local management. This presents various risks, including the risk that we may be slower or less able to identify or react to external market conditions or problems affecting a key business than we would in a more centralized environment.

Our business may be affected by weather conditions. Adverse weather conditions, particularly during the winter season, could impact our construction services operations as those conditions affect our ability to safely and efficiently perform work outdoors in certain regions of the United States, adversely affecting the revenues and profitability of those operations. Unsafe outdoor air quality, such as that resulting from large wildfires in the United States or Canada, could have a similar adverse effect. However, the absence of snow in certain regions of the United States during the winter could also cause us to experience reduced revenues and profitability in our United States building services segment, as a portion of their revenues is generated from snow removal contracts. In addition, cooler than normal temperatures during the summer months could reduce the need for our services, particularly in our businesses that install or service air conditioning units, and result in reduced revenues and profitability during the period that such unseasonal weather conditions persist.

Our business may be affected by the work environment. We perform our work under a variety of conditions, including but not limited to, difficult terrain, challenging site conditions, busy urban centers where delivery of materials and availability of labor may be impacted, clean-room environments where strict procedures must be followed, and sites which contain harsh or hazardous conditions, especially at chemical plants, refineries, and other process facilities. Performing work under these conditions can increase the cost of such work or negatively affect efficiency and, therefore, our profitability.

Our dependence upon fixed price and similar contracts could adversely affect our business. We currently generate, and expect to continue to generate, a significant portion of our revenues from fixed price and similar contracts. We must estimate the total costs of a particular project to bid for fixed price, guaranteed maximum price, and similar contracts. Cost and scheduling estimates are based on a number of assumptions, including those about future economic conditions, commodity and other materials pricing, job-site productivity, cost and availability of labor, equipment, and materials, and supply chain efficiency, among other factors.

However, the actual cost of labor and materials, as well as the level of labor productivity achieved, may vary from our original estimates, something which we have experienced and may continue to experience due to inflationary pressures, supply chain challenges, labor market tightness, and elevated interest rates. These risks, inherent in the execution of projects subject to fixed price, guaranteed maximum price, and similar contracts, may cause actual gross profits from projects to differ from those we originally estimated and could result in reduced profitability or losses on projects. Depending upon the size of a particular project, variations from the estimated contract costs can have a significant impact on our operating results for any fiscal quarter or year.

We could incur additional costs to cover certain guarantees or other contractual requirements. In some instances, we guarantee completion of a project by a specific date or for a maximum price. In addition, certain of our contractual arrangements guarantee the achievement of agreed upon cost savings, certain performance standards, or a certain standard of quality. For other arrangements, including those within our government services operations, the terms of our contracts may include provisions which require us to achieve certain minority participation or small or disadvantaged business "set-aside" goals. If we subsequently fail to meet such guarantees, or comply with such provisions, we may be held responsible for costs resulting from such failures, including payment of penalties or liquidated or other damages. To the extent that any of these events occur, the total costs of a project could exceed the original estimated costs, and we would experience reduced profits or, in some cases, a loss.

Many of our contracts, especially our building and industrial services contracts, may be canceled or delayed on short notice, and we may be unsuccessful in replacing such contracts if they are canceled or as they are completed or expire. For example, in recent years, our building services operations were unsuccessful in retaining certain contracts upon rebid and our industrial services operations were adversely impacted by the deferral or delay of several projects. We could experience a decrease in revenues, net income, and liquidity if any of the following occur:

- customers cancel a significant number of contracts or delay services or projects;
- we fail to win a significant number of our existing contracts upon re-bid;
- we complete a significant number of non-recurring projects and cannot replace them with similar projects; or
- we fail to reduce operating and overhead expenses consistent with any decrease in our revenues.

Uncertainty surrounding the timing of contract awards, or project cancellations or delays, can also present difficulties in matching our workforce size with contract needs. In some cases, in anticipation of contract awards, we maintain and bear the cost of a ready workforce that is larger than necessary under our existing contract portfolio. When a contract is canceled or delayed, or an anticipated contract award is not received, it may result in lower profitability as a result of labor under-utilization, or additional costs resulting from reductions in staff, which could have a material adverse effect on our business, financial condition, and results of operations.

We may be unsuccessful in generating internal growth. Our ability to generate internal growth will be affected by, among other factors, our ability to:

- expand the range of services offered to customers to address their evolving needs;
- attract new customers; and
- retain and/or increase the number of projects performed for existing customers.

In addition, existing and potential customers may reduce the number or size of projects available to us because of general economic conditions or due to their inability to obtain capital or pay for services we provide. Many of the factors affecting our ability to generate internal growth are beyond our control, and we cannot be certain that our strategies will be successful or that we will be able to generate cash flow sufficient to fund our operations and to support internal growth. If we are not successful, we may not be able to achieve internal growth, expand operations, or grow our business.

Fluctuating foreign currency exchange rates could impact our financial results. Until the sale of our United Kingdom operations on December 1, 2025, which in 2025 accounted for approximately 3% of our revenues, our reported financial position and results of operations were exposed to the effects (both positive and negative) that fluctuating exchange rates had on the process of translating the financial statements of our United Kingdom operations, which were denominated in the British pound, into the U.S. dollar. The factors that impact exchange rate fluctuation, including macroeconomic and geopolitical conditions, are outside of our control.

As part of our risk management strategy, we are effectively self-insured against certain potential liabilities. Although we maintain insurance policies with respect to a broad range of risks, including automobile liability, general liability, workers' compensation, and property damage, these policies do not cover all possible claims and certain of the policies are subject to large deductibles and retentions. In addition, we maintain a wholly-owned captive insurance subsidiary to manage certain of our insurance liabilities. Accordingly, we are effectively self-insured for a substantial number of actual and potential claims.

Further, if any of our insurance carriers defaulted on its obligations to provide insurance coverage by reason of its insolvency or for other reasons, our exposure to claims would increase and our profits would be adversely affected. Our estimates for unpaid claims and expenses are based on known facts, historical trends, and industry averages, utilizing the assistance of an independent third-party actuary. The determination of such estimated liabilities and their appropriateness are reviewed and updated at least quarterly. However, these liabilities are difficult to assess and estimate due to many relevant factors, the effects of which are often unknown, including the severity of an injury or damage, the determination of liability in proportion to other parties, the timeliness of reported claims, the effectiveness of our risk management and safety programs, denial of coverage by our insurance carriers, and the terms and conditions of our insurance policies and/or customer contracts. Our accruals are based upon known facts, historical trends and our reasonable estimate of future expenses, and we believe such accruals are adequate. However, unknown or changing trends, risks, or circumstances, such as increases in claims, a weakening economy, increases in medical costs, changes in case law or legislation, or changes in the nature of the work we perform, could render our current estimates and accruals inadequate. In such case, adjustments may be required to increase our insurance liabilities in the period that the experience becomes known.

External market conditions, including catastrophic losses resulting from an increase in severe weather events, among other factors, have resulted in an insurance market that is characterized by higher premiums, diminished capacity, and more conservative underwriting. If these market conditions persist, or if we experience an increase in the number or severity of claims incurred, insurance carriers may be unwilling, in the future, to provide our current levels of coverage without a significant increase in insurance premiums, self-insured retention limits, or collateral requirements to cover our obligations to them. Increased collateral requirements may be in the form of additional letters of credit, surety bonds, and/or cash, and an increase in collateral requirements could significantly reduce our liquidity. If insurance premiums or self-insured retention limits increase, and/or if insurance claims are higher than our estimates, our profitability could be adversely affected.

Failure to provide our services in accordance with professional standards or contractual requirements could expose us to significant monetary damages. Our services often involve professional judgments regarding the planning, design, development, construction, or operations and management of complex facilities. Although we have adopted a range of insurance, risk management, and risk avoidance programs designed to reduce potential liabilities, a catastrophic event at one of our project sites or a completed project, resulting from the services we have performed, could result in significant professional, product, and/or personal injury liability, as well as warranty or other claims against us and reputational harm. These liabilities could exceed our insurance limits or impact our ability to obtain insurance in the future. Further, even where insurance coverage applies, such policies have limits and deductibles or retentions, which could result in our assumption of exposure for certain amounts with respect to any claim filed against us. In addition, customers or subcontractors who have agreed to indemnify us against any such liabilities or losses might refuse or be unable to uphold their obligations to us, or we may be liable to our customers based on the terms of our contracts, which may require us to provide indemnification to them. An uninsured claim, either in part or in whole, as well as any claim covered by insurance but subject to a policy limit, high deductible/retention, or the denial of coverage by an insurance carrier, could have a material adverse effect on our business, financial condition, and results of operations.

Our business strategy relies, in part, on acquisitions to sustain our growth, and these transactions present certain risks and uncertainties. As part of our growth strategy, we acquire companies that expand, complement, and/or diversify our businesses. However, there is no guarantee that we will be successful in identifying targets that meet our requirements for acquisition. We may also face increased competition from other potential acquirers, including those who may have greater financial resources available to them or who may be in a position to offer more favorable terms to the target company. This competition may limit our ability to pursue acquisition opportunities. Additionally, circumstances beyond our control, such as elevated interest rates, inflation and potential macroeconomic disruptions, may hinder our ability to pursue and complete acquisitions. Further, realization of the anticipated benefits of an acquisition, such as our acquisition of Miller Electric Company, and avoiding or mitigating the potential risks associated with an acquisition, will depend, among other things, upon our ability to: (a) effectively conduct due diligence to identify and mitigate potential issues at companies we propose to acquire, (b) recognize incompatibilities or other obstacles to the successful integration of the acquired business with our other operations, and (c) gain greater efficiencies and scale that will translate into reduced costs or anticipated synergies in a timely manner. However, there can be no assurance that an acquisition we may make in the future will provide the benefits anticipated when entering into the transaction. Acquisitions we have completed, and future acquisitions we may make, could expose us to operational challenges and risks, including the diversion of management's attention from our existing businesses, the failure to retain key personnel or customers of the acquired business, and the assumption of unknown liabilities of the acquired business for which there are inadequate reserves. While the former owners of an acquired company may agree as part of our purchase agreements to indemnify us against certain historical liabilities of the target company, such indemnification may be subject to time limits, deductibles, caps and exclusions, and such former owners might be unable or unwilling to uphold those obligations to us. Our ability to sustain our growth and maintain our competitive position may be affected by our ability to identify and acquire desirable businesses and successfully integrate any acquired business.

In addition, while we work to rapidly implement or maintain internal controls and financial reporting standards and procedures in the businesses we acquire, including integrating such acquired businesses into our consolidated financial reporting systems and controls, we cannot be certain that such implementation and integration will be quickly and effectively completed. Our internal control processes and procedures with respect to such businesses may need to be adjusted or enhanced in order to ensure that such businesses are in compliance with the regulations we are subject to as well as our internal policies and standards. Such changes could result in significant additional costs to us and could require the diversion of management's attention from our existing businesses or other strategic initiatives.

Amounts included in our remaining performance obligations may not result in actual revenues or translate into profits. Many contracts are subject to cancellation or suspension on short notice at the discretion of the client, and the contracts in our remaining performance obligations are subject to changes in the scope of services to be provided as well as adjustments to the costs relating to the contract. The risk of contracts included in our remaining performance obligations being delayed or canceled generally increases during economic slowdowns, periods of restrictive credit markets, or in response to significant fluctuations in commodity prices. Accordingly, revenue from remaining performance obligations may not be realized. If our remaining performance obligations fail to materialize, we could experience a decline in profitability, which could result in a deterioration of our financial position and liquidity.

We recognize revenue for the majority of our construction projects based on estimates; therefore, variations of actual results from our assumptions may reduce our profitability. As discussed in further detail in the "Critical Accounting Policies and Estimates" section included in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations, revenue is recognized as performance obligations are satisfied and earnings or losses recognized on individual contracts are based on estimates of contract price, costs, and profitability. Changes in estimates of transaction prices as well as estimated costs are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. Consequently, changes in estimates, or variations of actual results from previous projections, on an unusually large project, or on a number of average size projects, could be material and could have an adverse impact on our financial condition, results of operations, and cash flows.

We are increasingly dependent on sophisticated information technology systems; our business and results of operations are subject to adverse impacts due to the disruption, failure, or breaches of these systems. We and our customers and third-party providers rely on information technology systems, hardware, and software, including third-party "cloud based" systems, to run critical accounting, project management, and financial information systems. We rely upon security measures, systems redundancy, and third-party products and services to attempt to secure our information technology systems and the confidential, proprietary, and sensitive information they contain. However, our information technology systems and data, and that of our customers and third-party providers, are subject to cybersecurity incidents, such as hacking, computer viruses or other malicious or destructive software, ransomware, denial of service attacks, malicious social engineering and other intrusions, encryption, erasure, failure, and damage by individuals (which may include our and our third-party providers' employees), groups or nation states or state-sponsored threats. Such cybersecurity incidents could result in operational disruption and information misappropriation, such as theft of intellectual property or inappropriate disclosure of customer data or confidential, sensitive, or personal information, or in reputational harm with customers. While we maintain insurance coverage for these types of cybersecurity incidents, such policies may not completely provide coverage for, or completely offset, the costs associated with such incidents, including losses from delays in our ability to provide services to our customers, reputational harm, or the costs to improve security against future similar threats. We are continuously developing and enhancing our controls, processes, and practices designed to protect our systems, computers, software, data, and networks from attack, damage, or unauthorized access. This continued development and enhancement requires us to expend additional resources. However, we may not anticipate or combat all types of potential disruptions or breaches. Threats are continually evolving and threat actors may adopt new or different means of breaching our information technology systems and data, including the potential use of AI tools to engage in automated, targeted, and coordinated attacks. As cybersecurity threats become more sophisticated and difficult to detect, our ability to promptly prevent, detect and mitigate the effects of cybersecurity incidents may be impacted, potentially resulting in more material adverse effects. As such threats increase in frequency and sophistication, we could be required to expend additional capital and other resources, including costs to deploy additional personnel and protection technologies, train employees, and engage third-party experts and consultants. Additionally, as many of our employees use our information technology systems to collaborate with colleagues in different geographic locations and access our systems and those of our customers remotely, we and our customers may be subject to heightened security risks, including the risks of cyber-attacks.

For additional information on our strategy and processes for assessing, identifying, and managing the risks posed by cybersecurity threats, and the management and oversight of such efforts, refer to Part I, Item 1C. Cybersecurity.

The proper functioning of our information technology systems could also be impacted by other causes and circumstances beyond our control, including malware embedded in third-party applications, the decision by software vendors to discontinue further development, integration, or long-term software maintenance support for our information systems, or hardware interruption, damage or disruption as a result of power outages, natural disasters, or computer network failures. Errors or other defects in the design or implementation of hardware or software applications by our employees or third-party providers could also disrupt our networks, information systems or data. System redundancy may be ineffective or inadequate, and the Company's disaster recovery and business continuity planning may not be sufficient to address all potential cybersecurity incidents or other disruptions. We may also utilize new information technology tools, including AI tools, in certain business functions, and such tools could be subject to malfunction, security vulnerabilities, or algorithmic flaws (including AI generation of false or biased information). Unsettled regulations and case law regarding the ownership of intellectual property generated or used by AI could also expose us to claims of copyright or license infringement or other liability resulting from our use of such tools. Key business processes are subject to interruption to the extent that our information technology systems, or those of our customers or third-party providers, are disabled for a long period of time. Such operational disruptions and/or misappropriation or inappropriate disclosure of information could result in lost or reduced revenues, negative publicity, loss of customers or contracts, or business delays that could have a material adverse effect on our business, financial position, and results of operations.

In addition, laws and regulations governing data privacy and the unauthorized disclosure of confidential information, including the California Consumer Privacy Act, the California Privacy Rights Act, state biometric laws, and other emerging U.S. state privacy laws pose increasingly complex compliance challenges and could potentially elevate our compliance costs. Any failure to comply with these laws and regulations, or an exposure or exfiltration of information covered by such laws and regulations, including, without limitation, in connection with a cybersecurity incident, could have a negative impact on our reputation or result in significant penalties and legal liability. Increased costs in this area could adversely impact our financial condition, results of operations, and cash flow.

Financial Risk Factors

A material portion of our business depends on our ability to provide surety bonds. We may be unable to compete for or work on certain projects if we are not able to obtain the necessary surety bonds. Our construction contracts frequently require that we obtain from surety companies, and provide to our customers, payment and performance bonds as a condition to the award of such contracts. Such surety bonds secure our payment and performance obligations. Under standard terms in the surety market, surety companies issue bonds on a project-by-project basis and can decline to issue bonds at any time or require the posting of collateral as a condition to issuing any bonds. Current or future market conditions, as well as changes in our sureties' assessment of our or their own operating and financial risk, could cause our surety companies to decline to issue, or substantially reduce the amount of, bonds for our work or to increase our bonding costs. These actions can be taken on short notice. If our surety companies were to limit or eliminate our access to bonding, our alternatives would include seeking bonding capacity from other surety companies, increasing business with clients that do not require bonds, or posting other forms of collateral for project performance, such as letters of credit, parent company guarantees, or cash. However, we may be unable to secure these alternatives in a timely manner, on acceptable terms, or at all. Accordingly, if we were to experience an interruption or reduction in the availability of bonding, we may be unable to compete for or work on certain projects. Increases in the costs of surety bonds could also adversely impact our profitability.

Our results of operations could be adversely affected as a result of goodwill and identifiable intangible asset impairments. When we acquire a business, we record an asset called "goodwill" equal to the excess of the consideration transferred over the fair value of the net tangible and identifiable intangible assets acquired. Goodwill and indefinite-lived intangible assets are not amortized but instead evaluated for impairment annually, or more frequently if events or circumstances indicate that the carrying amount of the asset may be impaired. Impairment may result from a deterioration in macroeconomic conditions, declining financial performance, deterioration in the operational environment, or changes in the manner in which acquired assets are used. Significant judgment is required in determining whether goodwill and indefinite-lived intangible assets are impaired and assumptions utilized for purposes of our impairment testing may change in future periods. Our estimates and assumptions could prove to be inaccurate predictions of the future. Significant adverse changes to external market conditions or our internal forecasts, if any, could result in future impairment charges. It is not possible at this time to determine if any future impairment charge will result or, if it does, whether such a charge would be material to our results of operations. For further discussion of our impairment testing, see Note 8 - Goodwill, Identifiable Intangible Assets, and Other Long-Lived Assets of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data.

Failure to maintain effective internal controls over financial reporting could adversely impact our ability to timely and accurately report financial results and comply with our reporting obligations, which could materially affect our business. Regardless of how internal financial reporting control systems are designed, implemented, and enforced, they cannot ensure with absolute certainty that our policy objectives will be met in every instance.

Because of the inherent limitations of all such systems, our internal controls over financial reporting may not always prevent or detect misstatements. Failure to maintain effective internal control over financial reporting could adversely affect our ability to accurately and timely report financial results, to prevent or detect fraud, or to comply with the requirements of the SEC or the Sarbanes-Oxley Act of 2002, which could necessitate a restatement of our financial statements, and/or result in an investigation, or the imposition of sanctions, by regulators. Such failure could additionally expose us to litigation and/or reputational harm, impair our ability to obtain financing, or increase the cost of any financing we obtain. All of these impacts could adversely affect the price of our common stock and our business overall.

Legal and Regulatory Risk Factors

We are subject to many laws and regulations in the jurisdictions in which we operate; changes to such laws and regulations may result in additional costs and impact our operations. We are committed to upholding the highest standards of corporate governance and legal and ethical compliance. We are subject to many laws and regulations, including various laws and regulations that apply specifically to U.S. public companies. These include the rules and regulations of the New York Stock Exchange, the Sarbanes-Oxley Act of 2002, and the Dodd-Frank Wall Street Reform and Consumer Protection Act, as well as the various regulations, standards, and guidance put forth by the SEC and other federal and state governmental agencies to implement and enforce those laws. New laws, rules, and regulations, or changes to existing laws or their interpretations, could create added legal and compliance costs and uncertainty for us. Our efforts to comply with evolving laws, regulations, and reporting standards may increase our general and administrative expenses, divert management time and attention, or limit our operational flexibility, all of which could have a material adverse effect on our business, financial position, and results of operations. Many of our non-public competitors are not subject to these laws and regulations and the related costs and expenses of compliance.

Our failure to comply with environmental laws could result in significant liabilities. Our operations are subject to various laws, including environmental laws and regulations, among which many deal with the handling and disposal of hazardous or universal waste products, polychlorinated biphenyls, per- and polyfluoroalkyl substances, and fuel storage. A violation of such laws and regulations, or a release of or exposure to such substances, including mold, lead paint, and asbestos, has and may in the future, expose us to various claims, including claims by third parties, as well as remediation costs and fines. We own and lease many facilities. Some of these facilities contain hazardous materials, such as asbestos, and fuel storage tanks, which may be above or below ground. If there is a release of such hazardous materials, or these tanks were to leak, we could be responsible for the cost of remediation as well as potential fines. As a part of our business, we also install fuel storage tanks and are sometimes required to deal with hazardous materials, all of which may expose us to environmental liability. In addition, some of our operations, particularly those servicing oil and natural gas refineries, are subject to the risk of accidental release of hazardous materials that have in the past and have the potential to result in injuries or fatalities involving our employees or third parties, property damage, or environmental contamination. If our personnel cause or are alleged to have caused any such release, it may result in claims for indemnification under our contracts with customers, claims from third-parties or local communities impacted by such release, or investigations or regulatory action by federal, state or local environmental, occupational, health and safety or other authorities. These risks could result in a material adverse effect on our business, operating results, financial position, and cash flows, and in some cases, on our reputation or our ability to obtain projects from customers.

New laws and regulations, stricter enforcement of existing laws and regulations, the discovery of previously unknown contamination or leaks, exposure to or the release of materials subsequently identified as hazardous by a governmental authority, the imposition of new clean-up requirements, or the exposure of our employees or other contractors to hazardous materials, could require us to incur significant costs or become the basis for new or increased liabilities that could harm our financial position and results of operations, although certain of these costs might be covered by insurance. In some instances, we have obtained indemnification or covenants from third parties (including predecessors or lessors) for such clean-up and other obligations and liabilities, and we believe such indemnities and covenants are adequate to cover such obligations and liabilities. However, such third-party indemnities or covenants may not cover all of such costs or third-party indemnitors may default on their obligations. In addition, unanticipated obligations or liabilities, or future obligations and liabilities, may have a material adverse effect on our business operations. Further, we cannot be certain that we will be able to identify, or be indemnified for, all potential environmental liabilities relating to any acquired business. See Note 15 - Commitments and Contingencies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data, for more information regarding any significant legal proceedings in which we are involved.

Adverse resolution of litigation and other legal and regulatory proceedings may harm our operating results or financial position. From time to time, we are a party to lawsuits and other legal proceedings, most of which occur in the normal course of our business. These actions and proceedings may involve actual or threatened claims by customers, employees, or other third parties for, among other things, compensation or indemnification for alleged personal injury, workers' compensation, employment discrimination, breach of contract, property damage, or other general commercial disputes.

In addition, we have been, and may in the future be, subject to class action claims alleging violations of the Fair Labor Standards Act and state wage and hour laws. Litigation and other legal proceedings can be expensive, lengthy, and disruptive to normal business operations, and their outcome is inherently uncertain and difficult to accurately predict or quantify. In addition, plaintiffs in many types of actions may seek punitive damages, civil penalties, consequential damages or other losses, or injunctive or declaratory relief. An unfavorable resolution of a particular legal proceeding or claim, whether through a settlement, mediation, court judgment, or otherwise, could have a material adverse effect on our business, operating results, financial position, and cash flows, and in some cases, on our reputation or our ability to obtain projects from customers, including governmental entities. See Note 15 - Commitments and Contingencies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data, for more information regarding any significant legal proceedings in which we are involved.

We may incur liabilities or suffer negative financial impacts relating to occupational, health, and safety matters. Our operations are subject to extensive laws and regulations relating to the maintenance of safe conditions in the workplace. While we have invested, and will continue to invest, substantial resources in our robust occupational, health, and safety programs, many of our businesses involve a high degree of operational risk, and there can be no assurance that we will avoid significant exposure. These hazards can cause personal injury and loss of life, severe damage to or destruction of property and equipment, and other consequential damages, and could lead to suspension of operations, large damage claims, an increase in employee turnover, and, in extreme cases, criminal liability. Any of the foregoing could result in financial losses or reputational harm, which could have a material adverse impact on our business, financial condition, and results of operations.

Our customers seek to minimize safety risks on their sites and they frequently review the safety records of contractors during the bidding process. Accordingly, if our safety record were to substantially deteriorate over time, we might become ineligible to bid on certain work and our customers could cancel our contracts and/or not award us future business.

Our failure to comply with anti-bribery statutes, such as the Foreign Corrupt Practices Act, or sanction regulations, could result in fines, criminal penalties, and other sanctions that could have an adverse effect on our business. The U.S. Foreign Corrupt Practices Act (the "FCPA"), and similar anti-bribery laws in other jurisdictions, generally prohibit companies and their intermediaries from making improper payments to foreign officials for the purpose of obtaining or retaining business or securing an improper advantage. In addition, sanctions against foreign persons and entities have increased in recent years, especially in connection with the war in Ukraine and ongoing trade and diplomatic disputes between the U.S. and China. Our policies require that all of our employees, subcontractors, vendors, and agents worldwide must comply with applicable anti-bribery and sanction laws. However, there is no assurance that our policies and procedures to ensure compliance with the FCPA and similar anti-bribery and sanction laws will eliminate the possibility of liability under such laws for actions taken by our employees, agents, and intermediaries. If we were found to be liable for violations under the FCPA, or similar anti-bribery or sanction laws, either due to our own acts or omissions or due to the acts or omissions of others, we could incur substantial legal expenses and suffer civil and criminal penalties, which could have a material adverse effect on our business, financial condition, and results of operations, as well as our reputation. In addition, whether or not such expenses, penalties, or sanctions are actually incurred, the actual or alleged violation of the FCPA, or any similar anti-bribery or sanction laws, could have a negative impact on our reputation.

Opportunities within the government sector could lead to increased governmental rules and regulations applicable to us. When we perform work as a federal government contractor/subcontractor, or if we perform work on a project that has received federal government funding, we are subject to a number of procurement rules and other regulations, any deemed violation of which could lead to fines or penalties or a loss of business. Government agencies routinely audit and investigate government contractors. Government agencies may review a contractor's performance under its contracts, cost structure, and compliance with applicable laws, regulations, and standards. If government agencies determine through these audits or reviews that costs are improperly allocated to specific contracts, they will not reimburse the contractor for those costs or may require the contractor to refund previously reimbursed costs. If government agencies determine that we are engaged in improper activity, or if we are found to have violated laws or regulations, we may be subject to civil and criminal penalties and debarment or suspension from doing business with the government. Government contracts are also subject to renegotiation of terms by the government, termination by the government prior to the expiration of the term, and non-renewal by the government.

Human Capital and Labor Risk Factors

The departure, loss or incapacitation of key personnel could disrupt our business. We depend on the continued efforts of our senior management and other key employees. The departure or loss of key personnel, including as a result of illness or other incapacitation, or the inability to hire and retain qualified executives, could negatively impact our ability to manage our business, successfully execute for our customers or sustain valuable customer relationships. While we have established and regularly review management succession plans, the inadequacy of any such succession plans in addressing a particular loss or our failure to successfully implement such succession plans may adversely affect our business.

We may be unable to attract and retain skilled employees. Our ability to grow and maintain productivity and profitability will be limited by our ability to employ, train, and retain skilled personnel necessary to meet our requirements. We are dependent upon a workforce of approximately 44,000 employees, including our project managers and field supervisors who are responsible for managing our projects, and there can be no assurance that any individual will continue in his or her capacity for any particular period of time. The loss of such qualified employees could have an adverse effect on our business. We cannot be certain that we will be able to maintain an adequate skilled labor force necessary to operate efficiently and to support our business strategy or that labor expenses will not increase as a result of a shortage in the supply of these skilled personnel. We also rely on third-party subcontractors to complete portions of some of our projects and those subcontractors are subject to the same challenges and uncertainty in employing, training and retaining an adequate qualified labor force to meet our needs.

The availability and costs to adequately train and maintain a skilled labor force could be impacted by factors we cannot control, including changes in the unemployment rate, prevailing wage rates, benefit costs, potential labor force disruptions, and competition for labor from our competitors in the markets we serve. Labor shortages or increased labor costs, such as those experienced in recent years, could impair our ability to provide services to our customers (or the ability of third-party subcontractors to provide services to us), maintain our business, or grow our revenues. Federal or state regulations, which seek to prohibit non-competition agreements with employees may also impact our ability to retain key employees by reducing barriers to individuals with such agreements leaving to work for our competitors.

Our unionized workforce could adversely affect our operations; our participation in many multiemployer pension plans could result in substantial liabilities being incurred. As of December 31, 2025, approximately 62% of our employees were covered by collective bargaining agreements. However, only two of our collective bargaining agreements are national or regional in scope, and not all of our collective bargaining agreements expire at the same time. Although the majority of these agreements prohibit strikes and work stoppages, we cannot be certain that strikes or work stoppages will not occur in the future. Strikes or work stoppages likely would adversely impact our relationships with our customers and could have a material adverse effect on our financial position, results of operations, and cash flows.

We contribute to approximately 200 multiemployer pension plans. Under the Employee Retirement Income Security Act, we may become liable for our proportionate share of a multiemployer pension plan's underfunding if we cease to contribute to that pension plan or significantly reduce the employees in respect of which we make contributions to that pension plan. Our potential liability for unfunded liabilities could be material. See Note 14 - Retirement Plans of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for additional information regarding multiemployer pension plans.

Risk Factors Related to the Ownership of our Common Stock

Certain provisions of our corporate governance documents could make an acquisition of us, or a substantial interest in us, more difficult. The following provisions of our certificate of incorporation and by-laws, as currently in effect, as well as Delaware law, could discourage potential proposals to acquire us, delay or prevent a change in control of us, or limit the price that investors may be willing to pay in the future for shares of our common stock:

- our certificate of incorporation permits our board of directors to issue "blank check" preferred stock and to adopt amendments to our by-laws;
- our by-laws contain restrictions regarding the right of our stockholders to nominate directors and to submit proposals to be considered at stockholder meetings;
- our certificate of incorporation and by-laws limit the right of our stockholders to call a special meeting of stockholders and to act by written consent; and
- we are subject to provisions of Delaware law, which prohibit us from engaging in any of a broad range of business transactions with an "interested stockholder" for a period of three years following the date such stockholder becomes classified as an interested stockholder.

Climate Change Related Risk Factors

Climate change and related environmental issues could have a material adverse impact on our business, financial condition, and results of operations. Climate change related events, such as increased frequency and severity of storms, floods, wildfires, droughts, hurricanes, freezing conditions, and other natural disasters, may have an adverse impact on our business, financial condition, and results of operation. While we have invested in programs to mitigate the risk that these events disrupt our ability to serve our customers, and also maintain insurance coverage to offset the costs which could result, these events pose inherent risks regardless of where or how we conduct our business. For example, severe weather or a catastrophic natural disaster could negatively impact our and our customers' offices, facilities, or job sites. Access to clean water and reliable energy where we conduct our business is also critical to our operations.

Accordingly, severe weather events or natural disasters have the potential to disrupt our and our customers' businesses and may cause us to experience work stoppages, project delays or cancellations, financial losses, and additional costs to resume operations, in addition to potential adverse impacts on the health and safety of our workforce and their ability to work or travel. Further, climate change poses direct physical risks to infrastructure across the market sectors we serve, both as a result of chronic environmental changes, such as rising sea levels and temperatures, as well as acute events, such as hurricanes, droughts, and wildfires. These impacts, and the costs to address them, could result in fewer resources for strategic investment by our customers, which could result in a decrease in demand for certain of our services. Any of these events could have a material adverse impact on our business, financial condition, and results of operations.

We may be affected by market or regulatory responses to climate change. Public concern about climate change has, at times, resulted in the increased focus of local, state, regional, national, and international regulatory bodies on greenhouse gas ("GHG") emissions and climate change issues. Legislation to regulate GHG emissions has periodically been introduced in the U.S. Congress, and there has been a wide-ranging policy debate, both in the United States and internationally, regarding the impact of these gases and possible means for their regulation. Several states in the United States have proposed or adopted laws that require reporting of GHG emissions, or that a percentage of our fleet be comprised of electric vehicles. Such laws or regulations enacted by the federal government or state and local governments or agencies, and/or any international agreements to which the United States may become a party that control or limit GHG emissions or otherwise seek to address climate change, could result in increased compliance costs for us and our clients or have other impacts on our clients, including those who are involved in the exploration, production, or refining of fossil fuels, or who emit greenhouse gases through the combustion of fossil fuels or through the mining, manufacture, utilization, or production of materials or goods. Such policy changes could increase the costs of projects for our clients or, in some cases, prevent a project from going forward, thereby potentially reducing the need for certain of our services, which could in turn have a material adverse effect on our business, financial condition, and results of operations. In addition, compliance with legislation requiring us to increase the mix of electric vehicles within our fleet will be difficult as the electric vehicles currently available do not meet our fleet requirements. However, policy changes and climate legislation could also increase the overall demand for our services as our clients and partners work to comply with these policies, such as by decarbonizing their industries, transitioning from fossil fuels to renewable energy sources, reducing their energy consumption, and developing integrated and sustainable solutions, all of which could have a positive impact on our business. We cannot predict with certainty what the effect of such regulation may be on us or our customers.

In addition, in March 2024, the SEC finalized new rules that would require significant climate-related disclosures by public companies, including evaluation and disclosure of material climate-related risks and opportunities, GHG emissions inventory, climate-related targets and goals, and financial impacts of physical and transition risks. While these rules are currently stayed pending legal challenges, and are not supported under the current administration, it is not certain whether they, or similar future rules, will go into effect. Other legislation, including certain state laws, have been passed that would require similar climate-related disclosure. To the extent that such new rules become effective, our legal, accounting, and other compliance expenses may increase and may divert management time and attention. We may also be exposed to legal or regulatory action or claims as a result of these new regulations. All of these risks could have a material adverse effect on our business, financial position, and/or stock price.

We may be unable to achieve our current or future climate commitments and targets, or we may incur substantial costs in meeting such targets. To help mitigate the impacts of GHG emissions on climate change, EMCOR has established initial carbon-based fuel consumption and GHG emission reduction targets. However, achievement of such targets, or similar targets that may be established in the future, is subject to risks and uncertainties, many of which are outside of our control. These risks and uncertainties include, but are not limited to: (a) our ability to execute our operational strategies and achieve our goals within the currently projected costs and the expected timeframes; (b) the availability and cost of alternative fuels, electrical charging infrastructure, off-site renewable energy, and other materials and components; (c) unforeseen design, operational, and technological difficulties; (d) the outcome of research efforts and future technology developments, including alternate or more fuel efficient vehicles for our fleet, such as hybrid or electric vehicles, the availability and prices of which have been and may in the future be impacted by the rescission of electric vehicle tax credits, tariffs imposed on the import of vehicles to the United States, and other disruptions to the global supply of vehicles generally; (e) regulations and requirements that restrict or prohibit our ability to impose requirements on third-party contractors; (f) an acquisition of or merger with another company that has not adopted similar targets and goals or whose progress towards reaching its goals is not as advanced as ours; and (g) exogenous macroeconomic or supply chain shocks, which could result in fluctuations in our fuel consumption and GHG emissions in a given period. In addition, we could be required to expend amounts in future periods as we continue to work towards achieving our targets, which may have a material effect on our business, financial condition, results of operations, or liquidity.

General Risk Factors

Public health emergencies, epidemics, or pandemics impact our business. The global spread of COVID-19, and the responses of governments, businesses, and individuals to combat it, caused significant volatility, uncertainty, and economic disruption, which adversely impacted our operations and those of our customers. A new public health emergency, such as an epidemic or pandemic, could lead to similar impacts. Government authorities have at various times recommended or imposed certain social distancing, quarantine, and isolation measures to varying degrees, with many such measures impacting large portions of the population, including limitations on travel and mandatory cessation of certain business activities. Both the outbreak and the containment and mitigation measures resulted in serious adverse impacts on the economy, and it is possible that such measures could return for future public health emergencies. The impact to our business and operations in another public health emergency will depend in part on the severity and duration of those measures and the extent and pace of economic recovery, which are difficult to predict.

Terrorist attacks, wars, conflicts, and other catastrophic events could disrupt our operations and services. Acts of terrorism, war, conflicts, and other catastrophic events, and the actions taken by the United States and/or other governments or actors in response to such events, may result in property damage, supply disruption, or economic dislocations throughout the country. Although it is not possible to predict such events or their consequences, these events could increase the volatility of our financial results due to decreased demand and unforeseen costs, with partial or no corresponding compensation from clients.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 1C. CYBERSECURITY

Board Risk Oversight. Our Board of Directors (the "Board") oversees our policies, procedures, and processes related to risk management, including assessing, identifying, and managing risks from cybersecurity threats. This oversight is performed primarily through the Audit Committee. The Board has delegated to the Audit Committee responsibility for reviewing, with management, the guidelines and policies with respect to: (a) risk assessment and risk management, (b) our major risk exposures, and (c) the steps management has taken to monitor and control such exposures.

The Audit Committee receives periodic reports relating to risk assessment and risk management, including cybersecurity threats, from our senior management, including our Chief Executive Officer, Chief Financial Officer, General Counsel, Chief Information Security Officer, the head of our Internal Audit Department, and our Vice President of Risk Management. A cybersecurity update is provided to the Audit Committee at least quarterly. Members of our Audit Committee, and certain of our executive officers, including our Chief Executive Officer, General Counsel, and Chief Information Security Officer, are participants in IANS, an industry leading cybersecurity education platform.

Governance, Risk Management, and Strategy. As part of our overall risk management process, we have established a cybersecurity program and dedicated teams to manage and assess material risks from cybersecurity threats, direct the policies and procedures in place to protect our information systems, and respond to cybersecurity incidents if they occur. These teams and committees, which additionally monitor the prevention, detection, and remediation of cybersecurity incidents, include the following:

- Our Cybersecurity Executive Council, which is comprised of executive leadership, including our Chief Executive Officer, General Counsel, Chief Information Security Officer, and senior leaders from our segments and key operating companies. The Cybersecurity Executive Council is responsible for reviewing policies and procedures related to cybersecurity and our cybersecurity program. Such policies and procedures, as well as our cybersecurity program generally, are discussed with the Board.
- Our Cybersecurity Compliance Committee, which is made up of key cybersecurity and information technology personnel at the segment and operating company levels, receives regular updates and training with respect to cybersecurity in order to advise and assist management, including the Cybersecurity Executive Council, in implementing information systems security and incident response at our operating companies.

Our cybersecurity program is managed by our Chief Information Security Officer, who has more than 40 years of experience in information security, both in private industry and as an active-duty member of the United States Air Force. Such experience includes developing security practices, processes, and standards, leading security teams, managing incident response and implementing technologies to enhance security and compliance.

We have also implemented cybersecurity training. For example, key information technology and security personnel meet biweekly for training, updates on new cybersecurity threats, and implementation of new policies and all employees are required to undergo annual cybersecurity training, including email and password safety and phishing detection.

We engage third-party cybersecurity firms to support our in-house cybersecurity initiatives and provide additional expertise with respect to our cybersecurity programs. Such firms are overseen by our General Counsel and Chief Information Security Officer and provide the following services:

- On an annual basis, conduct external and internal penetration testing to evaluate the susceptibility of our information systems to cybersecurity threats and the effectiveness of our cybersecurity program;
- On a biennial basis, conduct a comprehensive "tabletop" exercise to evaluate our incident response policies and procedures and provide relevant experience for our employees tasked with executing such response; and
- On a biennial basis, conduct a cybersecurity assessment based on the National Institute of Standards and Technology's Cybersecurity Framework.

We have also established a process to evaluate third-party vendors and suppliers for cybersecurity risk and compliance with our security standards. As applicable, on an annual basis we review System and Organization Controls (SOC) 1 reports and similar reports or security controls questionnaires for all significant third-party vendors.

In addition to the efforts discussed above, we have developed and maintain an Incident Response Plan to establish a process for addressing cybersecurity incidents. The Incident Response Plan includes incident response teams in place at the corporate and operating company levels to respond to a potential cybersecurity incident, processes for internal and external reporting, and other procedures to facilitate response and coordination.

As of the date of this report, we have not experienced a cybersecurity incident that resulted in, or is reasonably likely to result in, a material effect on our business strategy, results of operations, or financial condition. Like other companies, we are the target of cyberattacks. In 2020, for example, we publicly announced that we were the target of a systems intrusion in which a third party infected certain of our systems with malware. Although we were able to resolve that matter without material impact, we cannot provide assurance that we will not be materially affected in the future by cybersecurity risks or any future material incidents. For more information, see Item 1A. Risk Factors, including the risk factor titled *"We are increasingly dependent on sophisticated information technology systems; our business and results of operations are subject to adverse impacts due to the disruption, failure, or breaches of these systems."*

ITEM 2. PROPERTIES

We own a limited number of facilities; however, the majority of our operations are conducted at leased properties, which are located throughout the United States. These properties consist of offices, warehouses, fabrication shops, and maintenance and cleaning facilities. We do not consider any one of these locations to be material to our operations. We believe that our facilities are well maintained, in good operating condition, and suitable for the purposes for which they are used.

See Note 16 - Leases of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for additional information regarding our leases. We utilize substantially all of our leased or owned facilities and believe there will be no difficulty either in negotiating the renewal of such leases as they expire or in finding alternative space, if necessary.

ITEM 3. LEGAL PROCEEDINGS

The information required by this Item is incorporated by reference from Note 15 - Commitments and Contingencies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data.

ITEM 4. MINE SAFETY DISCLOSURES

Information concerning mine safety violations or other regulatory matters required by Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 104 of Regulation S-K (17 CFR 229.104) is included in Exhibit 95.1 to this Form 10-K.

EXECUTIVE OFFICERS OF THE REGISTRANT

Anthony J. Guzzi, Age 61; President since October 2004, Chief Executive Officer since January 2011 and Chairman of the Board since June 2018. From October 2004 to January 2011, Mr. Guzzi served as Chief Operating Officer of the Company. From August 2001 until he joined the Company, Mr. Guzzi was President of the North American Distribution and Aftermarket Division of Carrier Corporation ("Carrier"). Carrier is a manufacturer and distributor of commercial and residential HVAC and refrigeration systems and equipment and a provider of aftermarket services and components of its own products and those of other manufacturers in both the HVAC and refrigeration industries.

Jason R. Nalbandian, Age 38; Chief Financial Officer of the Company since April 2024 and Senior Vice President and Chief Accounting Officer of the Company since January 2022. From February 2019 to January 2022, Mr. Nalbandian served as Controller of the Company and was Assistant Controller of the Company from January 2017 to February 2019. Mr. Nalbandian joined the Company in May 2014 as Director of Accounting and Analysis. Prior to joining EMCOR, he worked in the assurance practice of Ernst & Young LLP.

Maxine L. Mauricio, Age 54; General Counsel and Secretary of the Company since January 2016, Executive Vice President since February 2021, and Chief Administrative Officer since December 2023. Ms. Mauricio was a Senior Vice President of the Company from January 2016 to February 2021. From January 2012 to December 2015, Ms. Mauricio was Vice President and Deputy General Counsel of the Company, and from May 2002 to December 2011, she served as Assistant General Counsel of the Company. Prior to joining the Company, Ms. Mauricio was an associate at Ropes & Gray LLP.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market Information. Our common stock trades on the New York Stock Exchange under the symbol "EME."

Holders. As of February 20, 2026, there were approximately 1,200 stockholders of record.

Dividends. We have paid quarterly dividends since October 25, 2011. We expect that such quarterly dividends will be paid for the foreseeable future. Prior to October 25, 2011, no cash dividends had been paid on the Company's common stock. During 2025, we paid a regular quarterly dividend of $0.25 per share. In December 2025, our Board of Directors announced its intention to increase the regular quarterly dividend to $0.40 per share commencing with the dividend to be paid in January 2026. Our 2023 Credit Agreement places limitations on the payment of dividends on our common stock. However, we do not believe that the terms of such agreement currently materially limit our ability to pay such quarterly dividends for the foreseeable future. See Note 9 - Debt of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further information regarding our 2023 Credit Agreement.

Purchase of Equity Securities by the Issuer and Affiliated Purchasers

The following table summarizes repurchases of our common stock made by us during the quarter ended December 31, 2025:

Period	Total Number of Shares Purchased [1] [2]	Average Price Paid Per Share [3]	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares That May Yet be Purchased Under the Plan or Programs
October 1, 2025 to October 31, 2025	10,377	$669.69	10,377	$329,119,607
November 1, 2025 to November 30, 2025	134,792	$611.95	134,792	$245,849,432
December 1, 2025 to December 31, 2025	106,370	$607.79	106,370	$680,584,373
Total	251,539	$612.58	251,539	

(1) In September 2011, our Board of Directors (the "Board") authorized a share repurchase program allowing us to begin repurchasing shares of our outstanding common stock. Subsequently, the Board has from time to time increased the amount authorized for repurchases under such program. Since the inception of the repurchase program, through December 31, 2025, the Board has authorized us to repurchase up to $3.65 billion of our outstanding common stock. As of December 31, 2025, there remained authorization for us to repurchase approximately $680.6 million of our shares. No shares have been repurchased by us since the program was announced other than pursuant to such program. Refer to Note 12 - Common Stock of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further information regarding our share repurchase program.

(2) Excludes 4,426 shares surrendered to the Company by participants in our share-based compensation plans to satisfy minimum tax withholdings for common stock issued under such plans.

(3) Price paid per share excludes any applicable broker commission or excise tax due. However, as such amounts are considered direct costs associated with the repurchase of our common stock, they have been reflected as a reduction in the remaining authorization under our share repurchase program.

ITEM 6. [RESERVED]

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Business Description

We are one of the largest specialty contractors in the United States and a leading provider of electrical and mechanical construction and facilities services, building services, and industrial services. Our services are provided to a broad range of commercial, technology, manufacturing, industrial, healthcare, utility, and institutional customers through approximately 100 operating subsidiaries. Such operating subsidiaries are organized into the following reportable segments:

- United States electrical construction and facilities services;
- United States mechanical construction and facilities services;
- United States building services; and
- United States industrial services.

We refer to our United States electrical construction and facilities services segment and our United States mechanical construction and facilities services segment together as our United States construction segments.

On December 1, 2025, we sold our United Kingdom operations, the results of which are reported within our United Kingdom building services segment through the date of sale.

For a more complete description of our operations, refer to Item 1. Business.

2025 versus 2024

Overview

The following table presents selected financial data for the fiscal years ended December 31, 2025 and 2024 (in thousands, except percentages and per share data):

	2025	2024
Revenues	$16,986,422	$14,566,116
Revenues increase from prior year	16.6 %	15.8 %
Gross profit	$ 3,282,988	$ 2,765,051
Gross profit as a percentage of revenues	19.3 %	19.0 %
Gain on sale of United Kingdom operations	$ 144,876	$ —
Operating income	$ 1,713,418	$ 1,344,863
Operating income as a percentage of revenues	10.1 %	9.2 %
Net income attributable to EMCOR Group, Inc.	$ 1,272,817	$ 1,007,145
Diluted earnings per common share	$ 28.19	$ 21.52

Revenues of $16.99 billion for the year ended December 31, 2025 set a new annual record for the Company and represent an increase of 16.6% from revenues of $14.57 billion for the year ended December 31, 2024. Demand for our services continues to be broad-based with strength across most of the market sectors we serve. As described in further detail below, we experienced revenue growth within all of our reportable segments, except for our United States industrial services segment, which saw a modest reduction in revenues year-over-year. Revenues for the year ended December 31, 2025 included incremental acquisition contribution of approximately $1.27 billion.

Operating income for 2025 was $1.71 billion, or 10.1% of revenues, compared to operating income of $1.34 billion, or 9.2% of revenues, in 2024. Our operating results for the year ended December 31, 2025 included a $144.9 million gain on the sale of our United Kingdom operations, which positively impacted operating margin by 85 basis points. Excluding the impact of such gain, operating income increased by $223.7 million and established a new annual record for the Company. As described in further detail below, such increase in operating income was predominantly driven by greater contribution from our United States construction segments. Operating income for the year ended December 31, 2025 included incremental acquisition contribution of $24.4 million, net of amortization expense attributable to identifiable intangible assets of $50.6 million.

Net income of $1.27 billion, or $28.19 per diluted share, for the year ended December 31, 2025, compares favorably to net income of $1.01 billion, or $21.52 per diluted share, for the year ended December 31, 2024. While the majority of the increase in our net income and diluted earnings per share was a result of the increased operating income referenced above, diluted earnings per share for the year ended December 31, 2025 additionally benefited from a reduced weighted average share count given the impact of common stock repurchases made by us throughout 2024 and 2025.

Impact of Acquisitions

In order to provide a more meaningful period-over-period discussion of our operating results, we may discuss amounts generated or incurred (revenues, gross profit, selling, general and administrative expenses, and operating income) from companies acquired. The amounts discussed reflect the acquired companies' operating results in the current reported period only for the time period these entities were not owned by EMCOR in the comparable prior reported period.

On February 3, 2025, we completed the acquisition of Miller Electric Company ("Miller Electric"), a leading electrical contractor, for total cash consideration of approximately $876.8 million. In addition to Miller Electric, during 2025, we acquired nine companies for upfront consideration of $182.1 million. During 2024, we acquired seven companies for upfront consideration of $231.1 million. For further discussion regarding our acquisitions, refer to Note 4 - Acquisitions and Dispositions of Businesses of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data.

Discussion and Analysis of Results of Operations

Revenues

The following table presents our revenues for each of our operating segments and the approximate percentages that each segment's revenues were of total revenues for the years ended December 31, 2025 and 2024 (in thousands, except for percentages):

	2025	% of Total	2024	% of Total
Revenues from unrelated entities:				
United States electrical construction and facilities services	$ 5,074,252	30 %	$ 3,342,927	23 %
United States mechanical construction and facilities services	7,050,481	42 %	6,405,657	44 %
United States building services	3,122,242	18 %	3,114,817	21 %
United States industrial services	1,268,099	7 %	1,277,190	9 %
Total United States operations	16,515,074	97 %	14,140,591	97 %
United Kingdom building services	471,348	3 %	425,525	3 %
Consolidated revenues	$ 16,986,422	100 %	$ 14,566,116	100 %

As described in more detail below, as a result of strong demand for our services across most of the market sectors we serve, consolidated revenues for the year ended December 31, 2025 increased to $16.99 billion compared to consolidated revenues of $14.57 billion for the year ended December 31, 2024. Revenues for 2025 included incremental acquisition contribution of approximately $1.27 billion.

Revenues of our United States electrical construction and facilities services segment were $5.07 billion for the year ended December 31, 2025, a $1.73 billion increase compared to revenues of $3.34 billion for the year ended December 31, 2024. This segment's results for 2025 included $1.11 billion of incremental acquisition revenues, almost entirely from Miller Electric. From a market sector perspective, increased revenues were generated from nearly all of the sectors we serve. While the largest increase in revenues was seen within the network and communications market sector, predominantly driven by greater demand for data center construction projects, this segment also experienced notable revenue growth within: (a) the healthcare market sector, as a result of greater project activity across several of the geographies in which we operate, (b) the commercial market sector, inclusive of certain tenant fit-out and warehousing and distribution projects, (c) the institutional market sector, primarily given an increase in revenues from public sector projects, (d) the hospitality and entertainment market sector, due to select project opportunities, and (e) the transportation market sector, stemming from certain infrastructure projects currently underway. Revenues of this segment for the year ended December 31, 2025 additionally benefited from greater levels of short-duration projects and service work. Partially offsetting these increases was a reduction in high-tech manufacturing revenues as we completed or reached substantial completion on various semiconductor, bio-tech, and life sciences construction projects.

Our United States mechanical construction and facilities services segment revenues for the year ended December 31, 2025 were $7.05 billion, a $644.8 million increase compared to revenues of $6.41 billion for the year ended December 31, 2024. This segment's results for 2025 included $145.2 million of incremental acquisition revenues. Similar to our United States electrical construction and facilities services segment, this segment experienced the most significant increase in revenues within the network and communications market sector due to greater demand for data center construction projects. In addition to data centers, notable revenue growth was generated from: (a) the manufacturing and industrial market sector, primarily driven by certain food processing projects, (b) the hospitality and entertainment market sector, given increased project activity, and (c) the water and wastewater market sector as a result of greater opportunities in the Southeast region of the United States. Further contributing to the revenue increase within this segment were greater levels of short-duration projects and service work. These

increases were partially offset by revenue declines from: (a) the high-tech manufacturing market sector, largely as we completed certain semiconductor manufacturing construction projects, and (b) the commercial market sector, as a result of: (i) the completion or substantial completion of several tenant fit-out or office projects, and (ii) fewer active warehousing and distribution projects for some of our e-commerce customers during the year.

Revenues of our United States building services segment were $3.12 billion for the year ended December 31, 2025 compared to $3.11 billion for the year ended December 31, 2024. Revenues of this segment for 2025 included incremental acquisition contribution of $2.6 million. This segment's mechanical services division experienced revenue growth from: (a) HVAC project and retrofit work, as demand for these services remained strong, partially as our customers continue to seek ways to improve the energy efficiency of their facilities, (b) service repair and maintenance volumes, given growth in our service contract base, and (c) building automation and controls projects, as we continue to expand our service offerings in this area. Offsetting the strength of the mechanical services division were revenue declines within this segment's commercial site-based and government site-based services divisions due to the loss of certain facilities maintenance contracts that were not renewed upon rebid in a prior period.

Revenues of our United States industrial services segment for the year ended December 31, 2025 were $1.27 billion, a slight decrease compared to revenues of $1.28 billion for the year ended December 31, 2024 given: (a) lower turnaround project demand when compared to the prior year, which benefited from scope growth on certain projects, (b) the deferral, delay, or cancellation of previously planned turnaround projects, and (c) the completion of a renewable fuel project, which was active throughout 2024. This segment's results for 2025 included $19.7 million of incremental acquisition revenues.

On December 1, 2025, we sold our United Kingdom operations, the results of which are reported within our United Kingdom building services segment through the date of sale. Revenues of this segment for the applicable 2025 period were $471.3 million compared to $425.5 million for the year ended December 31, 2024. The period-over-period increase was due to: (a) greater service revenues, as a result of: (i) the award of new facilities maintenance contracts and (ii) scope expansion on previously existing contracts, and (b) an increase in project work, largely within the manufacturing and industrial and network and communications market sectors. Revenues of this segment for 2025 were positively impacted by $14.1 million given favorable exchange rate movements for the British pound versus the United States dollar.

Cost of sales and gross profit

The following table presents cost of sales, gross profit (revenues less cost of sales), and gross profit as a percentage of revenues ("gross profit margin") for the years ended December 31, 2025 and 2024 (in thousands, except for percentages):

	2025	2024
Cost of sales	$13,703,434	$11,801,065
Gross profit	$ 3,282,988	$ 2,765,051
Gross profit margin	19.3 %	19.0 %

Consolidated gross profit for the year ended December 31, 2025 was $3.28 billion, or 19.3% of revenues, compared to consolidated gross profit of $2.77 billion, or 19.0% of revenues, for the year ended December 31, 2024. Gross profit for 2025 included incremental acquisition contribution of $165.6 million, net of amortization expense attributable to identifiable intangible assets of $28.1 million. Excluding the impact of acquisitions, the year-over-year increases in gross profit and gross profit margin were driven by both of our United States construction segments, as well as our United States building services segment, in each case due to improved revenue mix and excellent project execution.

Selling, general and administrative expenses

The following table presents selling, general and administrative expenses ("SG&A") and selling, general and administrative expenses as a percentage of revenues ("SG&A margin") for the years ended December 31, 2025 and 2024 (in thousands, except for percentages):

	2025	2024
Selling, general and administrative expenses	$1,714,446	$1,420,188
SG&A margin	10.1 %	9.7 %

Our selling, general and administrative expenses for the year ended December 31, 2025 were $1.71 billion, or 10.1% of revenues, compared to selling, general and administrative expenses of $1.42 billion, or 9.7% of revenues, for the year ended December 31, 2024. Selling, general and administrative expenses for 2025 included $141.3 million of incremental expenses directly related to companies acquired, including amortization expense attributable to identifiable intangible assets of $22.5 million. Additionally included in selling, general and administrative expenses for 2025 were $9.4 million of transaction related costs incurred in connection with the acquisition of Miller Electric and $10.7 million of transaction related costs incurred in connection with the sale of our United Kingdom operations.

Excluding incremental expenses resulting from acquisitions and dispositions, our selling, general and administrative expenses increased by $132.9 million, primarily as a result of greater: (a) incentive compensation expense, predominantly within our United States construction segments, given higher annual operating results, (b) salaries and related employment expenses, due to additional headcount to support our organic revenue growth as well as annual cost of living adjustments, and (c) computer hardware and software costs due to various information technology and cybersecurity initiatives currently in process.

The 40 basis point increase in our SG&A margin for the year ended December 31, 2025 was primarily due to: (a) improved gross profit and gross profit margin, which resulted in the above-referenced increase in incentive compensation expense across certain of our operating subsidiaries, and (b) the impact of the transaction related costs referenced above.

Operating income (loss)

The following table presents by segment our operating income (loss) and each segment's operating income (loss) as a percentage of such segment's revenues ("operating margin") for the years ended December 31, 2025 and 2024 (in thousands, except for percentages):

	2025	% of Segment Revenues	2024	% of Segment Revenues
Operating income (loss):				
United States electrical construction and facilities services	$ 611,952	12.1 %	$ 447,186	13.4 %
United States mechanical construction and facilities services	905,325	12.8 %	799,613	12.5 %
United States building services	187,192	6.0 %	176,720	5.7 %
United States industrial services	24,998	2.0 %	44,213	3.5 %
Total United States operations	1,729,467	10.5 %	1,467,732	10.4 %
United Kingdom building services	20,969	4.4 %	21,485	5.0 %
Corporate administration	(181,894)	—	(144,354)	—
Gain on sale of United Kingdom operations	144,876		—	
Consolidated operating income	1,713,418	10.1 %	1,344,863	9.2 %
Other items:				
Net periodic pension income	211		894	
Interest expense	(12,020)		(3,779)	
Interest income	20,015		35,404	
Income before income taxes	$ 1,721,624		$ 1,377,382	

Operating income for the year ended December 31, 2025 was $1.71 billion, an increase of $368.6 million compared to operating income of $1.34 billion for the year ended December 31, 2024. Operating margin was 10.1% and 9.2% in 2025 and 2024, respectively. Our operating results for the year ended December 31, 2025 included a $144.9 million gain on the sale of our United Kingdom operations, which positively impacted operating margin by 85 basis points. Excluding the impact of such gain, operating income increased by $223.7 million, predominantly as a result of greater contribution from our United States construction segments, as described in further detail below. Operating income for the year ended December 31, 2025 included incremental acquisition contribution of $24.4 million net of amortization expense attributable to identifiable intangible assets of $50.6 million.

Operating income of our United States electrical construction and facilities services segment for the year ended December 31, 2025 was $612.0 million compared to operating income for the year ended December 31, 2024 of $447.2 million. Largely driven by Miller Electric, this segment's operating income for 2025 included incremental acquisition contribution of $22.1 million, net of amortization expense attributable to identifiable intangible assets of $42.0 million. The year-over-year increase in operating income of this segment resulted from greater gross profit given its growth in revenues. Although the most significant increase in gross profit was experienced within the network and communications market sector, increased gross profit was generated within the majority of the other market sectors in which we operate, generally in line with the revenue trends described above. While below the record 13.4% operating margin earned in 2024, operating margin of our United States electrical construction and facilities services segment for 2025 of 12.1% remained above its historical average and reflects the overall strength of our project portfolio. Operating margin for the year ended December 31, 2025 was negatively impacted by: (a) lower profitability on certain projects in new geographies where we encountered reduced labor productivity or availability while investing in the development of a workforce and (b) the incremental intangible asset amortization expense resulting from the acquisition of Miller Electric, which reduced operating margin by approximately 80 basis points.

Our United States mechanical construction and facilities services segment's operating income for the year ended December 31, 2025 was $905.3 million, or 12.8% of revenues, compared to operating income of $799.6 million, or 12.5% of revenues, for the year ended December 31, 2024. In addition to the impact of greater revenues, the operating results of this segment for 2025 benefited from a more favorable mix of work and better project execution, including enhanced productivity, due in part to investments in virtual design and construction, prefabrication, and automation. From a market sector perspective, greater profitability was experienced across a number of the sectors in which we operate, with the most significant increase in gross profit coming from network and communications. This segment's operating income for the year ended December 31, 2025 included incremental acquisition contribution of $3.7 million, net of amortization expense attributable to identifiable intangible assets of $6.4 million. Partially offsetting this increased profitability was a decrease in gross profit from the commercial and high-tech manufacturing market sectors, primarily as a result of the reduced revenues within these sectors, as referenced above.

Operating income of our United States building services segment for the year ended December 31, 2025 was $187.2 million, or 6.0% of revenues, compared to operating income of $176.7 million, or 5.7% of revenues, for the year ended December 31, 2024. For 2025, this segment's mechanical services division continued to produce strong margins across its portfolio of HVAC retrofits, building automation and controls projects, and repair service work orders. Headwinds faced in this segment's commercial site-based services and government site-based services divisions, given the loss of the previously referenced facilities maintenance contracts, partially offset such profitability during the year. The results of this segment for the year ended December 31, 2024 included an $11.0 million reserve for a specific customer bankruptcy within its commercial site-based services division, which negatively impacted the segment's operating margin by 30 basis points in such prior year period.

Our United States industrial services segment's operating income for the year ended December 31, 2025 was $25.0 million, or 2.0% of revenues, compared to operating income of $44.2 million, or 3.5% of revenues, for the year ended December 31, 2024. The year-over-year decrease in operating income and operating margin of this segment was primarily a result of a less favorable revenue mix when compared to the prior year period, which benefited from: (a) turnaround projects of a greater size, (b) a large renewable fuel project, and (c) a greater amount of indirect labor absorption.

As referenced above, on December 1, 2025, we sold our United Kingdom operations, the results of which are reported within our United Kingdom building services segment through the date of sale. Operating income of this segment for the applicable 2025 period was $21.0 million, or 4.4% of revenues, compared to operating income of $21.5 million, or 5.0% of revenues, for the year ended December 31, 2024. Operating income for the 2025 period included $3.7 million of transaction related costs incurred in connection with the sale, which reduced operating margin of the segment by approximately 80 basis points. Excluding these expenses, the increase in this segment's operating income and operating margin was due to the revenue growth it experienced, which resulted in: (a) greater gross profit and (b) a reduction in SG&A margin due to the leverage gained on its overhead cost structure. Operating income of this segment for 2025 was positively impacted by $0.7 million as a result of favorable exchange rate movements for the British pound versus the United States dollar.

Our corporate administration expenses for the year ended December 31, 2025 were $181.9 million compared to $144.4 million for the year ended December 31, 2024. Corporate expenses for 2025 included $9.4 million of transaction related costs incurred in connection with the acquisition of Miller Electric as well as $7.0 million of transaction related costs incurred in connection with the sale of our United Kingdom operations. Excluding these items, the increase in corporate expenses for 2025 was primarily a result of greater: (a) computer hardware and software costs, due to various information technology and cybersecurity initiatives currently in process, and (b) employment expenses, partially due to additional headcount to support our growth as well as annual cost of living adjustments.

Other items

Interest expense was $12.0 million for the year ended December 31, 2025, an increase of $8.2 million compared to interest expense of $3.8 million for the year ended December 31, 2024. Such year-over-year increase was due to the temporary utilization of our revolving credit facility during 2025.

For the year ended December 31, 2025, interest income was $20.0 million, a decrease of $15.4 million compared to interest income of $35.4 million for the year ended December 31, 2024. This year-over-year decrease was a result of a lower average daily invested cash balance in 2025.

Our income tax provision for the year ended December 31, 2025 was $448.8 million, based on an income tax rate of 26.1%, compared to an income tax provision and an income tax rate of $370.2 million and 26.9%, respectively, for the year ended December 31, 2024. Refer to Note 11 - Income Taxes of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further discussion regarding our income tax provision and effective income tax rate.

Remaining Unsatisfied Performance Obligations

The following table presents the transaction price allocated to remaining unsatisfied performance obligations ("remaining performance obligations") for each of our reportable segments and their respective percentage of total remaining performance obligations (in thousands, except for percentages):

	December 31, 2025	% of Total	December 31, 2024	% of Total
Remaining performance obligations:				
United States electrical construction and facilities services	$ 4,963,855	38 %	$ 3,068,396	31 %
United States mechanical construction and facilities services	6,929,300	52 %	5,463,096	54 %
United States building services	1,188,537	9 %	1,246,642	12 %
United States industrial services	171,972	1 %	138,599	1 %
Total United States operations	13,253,664	100 %	9,916,733	98 %
United Kingdom building services	—	— %	185,466	2 %
Total operations	$ 13,253,664	100 %	$ 10,102,199	100 %

Our remaining performance obligations at December 31, 2025 were $13.25 billion, a $3.15 billion increase compared to remaining performance obligations of $10.10 billion at December 31, 2024. Acquisitions, including Miller Electric, account for approximately $1.61 billion of the year-over-year increase, with the remaining growth resulting from new contract awards, notably within our United States construction segments. Remaining performance obligations decreased by $185.5 million due to the sale of our United Kingdom operations. From a market sector perspective, we experienced growth within the majority of the sectors we serve, with the most significant increases within: (a) network and communications, predominantly as a result of several data center construction contracts, (b) institutional, largely as we continue to see demand for our services from education customers, including a number of colleges and universities, (c) water and wastewater, given recent project awards in the Southeast region of the United States, (d) hospitality and entertainment, due to select project opportunities, (e) manufacturing and industrial, resulting from certain: (i) food processing construction projects and (ii) renewable energy projects, and (f) commercial, including various warehousing and distribution projects. Partially offsetting these increases was a reduction in remaining performance obligations from the high-tech manufacturing market sector, primarily due to the completion of certain semiconductor manufacturing construction projects.

See Note 3 - Revenue from Contracts with Customers of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further disclosure regarding our remaining performance obligations.

2024 versus 2023

For discussion and analysis of results of operations for the year ended December 31, 2024 compared to the year ended December 31, 2023, refer to Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations of our Form 10-K for the year ended December 31, 2024.

Liquidity and Capital Resources

The following section discusses our principal liquidity and capital resources, as well as our primary liquidity requirements and sources and uses of cash.

We are focused on the efficient conversion of operating income into cash to provide for the Company's material cash requirements, including working capital needs, investment in our growth strategies through business acquisitions and capital expenditures, satisfaction of contractual commitments, including principal and interest payments on any outstanding indebtedness, and shareholder return through share repurchases and dividend payments. We strive to maintain a balanced approach to capital allocation in order to achieve growth, deliver value, and minimize risk.

Management monitors financial markets and overall economic conditions for factors that may affect our liquidity and capital resources and adjusts our capital allocation strategy as necessary. Negative macroeconomic trends could have an adverse effect on future liquidity if we experience delays in the payment of outstanding receivables beyond normal payment terms, an increase in credit losses, or significant increases in the price of commodities or the materials and equipment utilized for our project and service work, beyond those experienced in recent years. In addition, during economic downturns, there have typically been fewer small discretionary projects from the private sector and our competitors have aggressively bid larger long-term infrastructure and public sector contracts. Our liquidity is also impacted by: (a) the type and length of construction contracts in place, as performance of long duration contracts typically requires greater amounts of working capital, (b) the level of turnaround activities within our United States industrial services segment, as such projects are billed in arrears pursuant to contractual terms that are standard within the industry, and (c) the billing terms of our maintenance contracts, including those within our United States building services segment. While we strive to negotiate favorable billing terms, which allow us to invoice in advance of costs incurred on certain of our contracts, there can be no assurance that such terms will be agreed to by our customers.

As of December 31, 2025, we had cash and cash equivalents of $1.11 billion, which are maintained in depository accounts and highly liquid investments with original maturity dates of three months or less. Both our short-term and long-term liquidity requirements are expected to be met through our cash and cash equivalent balances, cash generated from our operations, and, as necessary, the borrowing capacity under our revolving credit facility. Our credit agreement provides for a $1.30 billion revolving credit facility, for which there was $1.23 billion of available capacity as of December 31, 2025.

Refer to Note 9 - Debt of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further information regarding our credit agreement. Based upon our current credit rating and financial position, we can also reasonably expect to be able to secure long-term debt financing if required to achieve our strategic objectives; however, no assurances can be made that such debt financing will be available on favorable terms. We believe that we have sufficient financial resources available to meet our short-term and foreseeable long-term liquidity requirements.

Cash Flows

The following table presents a summary of our operating, investing, and financing cash flows (in thousands):

	2025	2024
Net cash provided by operating activities	$ 1,302,063	$ 1,407,894
Net cash used in investing activities	$ (873,586)	$ (299,284)
Net cash used in financing activities	$ (663,761)	$ (555,365)
Effect of exchange rate changes on cash, cash equivalents, and restricted cash	$ 6,857	$ (2,600)
(Decrease) increase in cash, cash equivalents, and restricted cash	$ (228,427)	$ 550,645

During the year ended December 31, 2025, our cash balance, including cash equivalents and restricted cash, decreased by $228.4 million from $1.34 billion at December 31, 2024 to $1.11 billion at December 31, 2025. Changes in our cash position from December 31, 2024 to December 31, 2025 are described in further detail below. For a discussion of the changes in our cash position from December 31, 2023 to December 31, 2024, refer to the Liquidity and Capital Resources section included in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations of our Form 10-K for the year ended December 31, 2024.

Operating Activities – Operating cash flows generally represent our net income as adjusted for certain non-cash items and changes in assets and liabilities. For 2025, net cash provided by operating activities was approximately $1.30 billion compared to approximately $1.41 billion in 2024. The $105.8 million decrease in our operating cash flow was a result of an increase in working capital, primarily on our construction projects, given the progression on a number of contracts for which we were previously billed ahead. As we worked through these upfront payments, we saw the expected decrease in operating cash as our cash outflows exceeded our inflows on these projects. Such decrease was partially offset by a year-over-year increase in our net income.

Investing Activities – Investing cash flows consist primarily of payments for acquisition of businesses, capital expenditures, and proceeds from the sale or disposal of property, plant, and equipment or other long-term assets. Net cash used in investing activities for 2025 increased by approximately $574.3 million compared to 2024, primarily due to an increase in payments for acquisitions, including Miller Electric, partially offset by the proceeds from the sale of our United Kingdom operations.

Financing Activities – Financing cash flows consist primarily of the issuance and repayment of short-term and long-term debt, repurchases of common stock, payments of dividends to stockholders, and the issuance of common stock through certain equity plans. Net cash used in financing activities during 2025 was $663.8 million compared to $555.4 million during 2024. The $108.4 million variance was primarily due to an increase in common stock repurchases made by us. The timing of common stock repurchases is at management's discretion subject to securities laws and other legal requirements and depends upon several factors, including market and business conditions, current and anticipated future liquidity, share price, and share availability, among others. For additional detail regarding our share repurchase program, refer to Note 12 - Common Stock of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data.

During 2025, we paid a regular quarterly dividend of $0.25 per share. For the years ended December 31, 2025 and 2024, cash payments related to dividends were $45.0 million and $43.4 million, respectively. In December 2025, our Board of Directors announced its intention to increase the regular quarterly dividend to $0.40 per share commencing with the dividend to be paid in January 2026. Our credit agreement places limitations on the payment of dividends on our common stock. However, we do not believe that the terms of such agreement currently materially limit our ability to pay such quarterly dividends for the foreseeable future.

Effect of Exchange Rate Changes on Cash, Cash Equivalents, and Restricted Cash – Prior to the sale of our United Kingdom operations in December of 2025, we were exposed to fluctuations in foreign currency exchange rates with respect to the British pound. Therefore, the $9.5 million variance between the years ended December 31, 2025 and 2024 was a direct result of exchange rate movements for the British pound versus the United States dollar.

Material Cash Requirements from Contractual and Other Obligations

As of December 31, 2025, our short-term and long-term material cash requirements for known contractual and other obligations were as follows:

Outstanding Debt and Interest Payments – As of December 31, 2025, there were no direct borrowings outstanding under our revolving credit facility. Interest payments on any future borrowings will be determined based on prevailing interest rates at that time. Refer to Note 9 - Debt of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further detail of our debt obligations, including our revolving credit facility.

Operating and Finance Leases – In the normal course of business, we lease real estate, vehicles, and equipment under various arrangements which are classified as either operating or finance leases. Future payments for such leases, excluding leases with initial terms of one year or less, were $570.5 million at December 31, 2025, with $122.3 million payable within the next 12 months. Refer to Note 16 - Leases of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further detail surrounding our lease obligations and the timing of expected future payments.

Open Purchase Obligations – As of December 31, 2025, we had $3.07 billion of open purchase obligations, of which payments totaling approximately $2.63 billion are expected to become due within the next 12 months. These obligations represent open purchase orders to suppliers and subcontractors related to our construction and services contracts. These purchase orders are not reflected in the Consolidated Balance Sheets and are not expected to impact future liquidity as amounts should be recovered through customer billings.

Insurance Obligations – As described in further detail in Note 2 - Summary of Significant Accounting Policies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data, we have loss payment deductibles and/or self-insured retentions for certain insurance matters. As of December 31, 2025, our insurance liabilities, net of estimated recoveries, were $291.0 million. Of this net amount, approximately $68.5 million is estimated to be payable within the next 12 months. Due to many uncertainties inherent in resolving these matters, it is not practical to estimate these payments beyond such period. To the extent that the amount required to settle claims covered by insurance continues to increase, the cost of our insurance coverage, including premiums and deductibles, is likely to increase.

Contingent Consideration Liabilities – We have incurred liabilities related to contingent consideration arrangements associated with certain acquisitions, payable in the event discrete performance objectives are achieved by the acquired businesses during designated post-acquisition periods. The aggregate amount of these liabilities can change due to additional business acquisitions, settlement of outstanding liabilities, changes in the fair value of amounts owed based on performance during such post-acquisition periods, and accretion in present value. As of December 31, 2025, the present value of expected future payments relating to these contingent consideration arrangements was $8.8 million. Of this amount, $7.3 million is estimated as being payable during 2026.

In addition, material cash requirements for other potential obligations, for which we cannot reasonably estimate future payments, include the following:

Legal Proceedings – We are involved in several legal proceedings in which damages and claims have been asserted against us. While litigation is subject to many uncertainties and the outcome of litigation is not predictable with assurance, we do not believe that any such matters will have a material adverse effect on our financial position, results of operations, or liquidity. Refer to Note 15 - Commitments and Contingencies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for more information regarding legal proceedings**.**

Multiemployer Benefit Plans – In addition to our Company sponsored benefit plans, we participate in certain multiemployer pension and other post-retirement plans. The cost of these plans is equal to the annual required contributions determined in accordance with the provisions of negotiated collective bargaining agreements. During 2025, 2024, and 2023, contributions made to these plans were $725.7 million, $577.0 million, and $502.3 million, respectively; however, our future contributions to the multiemployer plans are dependent upon a number of factors. Amounts of future contributions that we would be contractually obligated to make pursuant to these plans cannot be reasonably estimated. Refer to Note 14 - Retirement Plans of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for more information regarding multiemployer benefit plans.

Off-Balance Sheet Arrangements and Other Commercial Commitments

The terms of our construction contracts frequently require that we obtain from surety companies, and provide to our customers, surety bonds as a condition to the award of such contracts. These surety bonds are issued in return for premiums, which vary depending on the size and type of the bond, and secure our payment and performance obligations under such contracts. We have agreed to indemnify the surety companies for amounts, if any, paid by them in respect of surety bonds issued on our behalf. As of December 31, 2025, based on the percentage-of-completion of our projects covered by surety bonds, our aggregate estimated exposure, assuming defaults on all our then existing contractual obligations, was approximately $3.03 billion, which represents approximately 23% of our total remaining performance obligations.

Surety bonds expire at various times ranging from final completion of a project to a period extending beyond contract completion in certain circumstances. Such amounts can also fluctuate from period to period based upon the mix and level of our bonded operating activity. For example, public sector contracts require surety bonds more frequently than private sector contracts and, accordingly, our bonding requirements typically increase as the amount of our public sector work increases. Our estimated maximum exposure as it relates to the value of the surety bonds outstanding is lowered on each bonded project as the cost to complete is reduced, and each commitment under a surety bond generally extinguishes concurrently with the expiration of its related contractual obligation.

Surety bonds are sometimes provided to secure obligations for wages and benefits payable to or for certain of our employees, at the request of labor unions representing such employees. In addition, surety bonds or letters of credit may be issued as collateral for certain insurance obligations. As of December 31, 2025, we satisfied approximately $105.5 million and $72.8 million of the collateral requirements of our insurance programs by utilizing surety bonds and letters of credit, respectively. All such letters of credit were issued under our revolving credit facility, therefore reducing the available capacity of such facility.

We are not aware of any losses in connection with surety bonds that have been posted on our behalf, and we do not expect to incur significant losses in the foreseeable future.

From time to time, we discuss with our current and other surety bond providers the amounts of surety bonds that may be available to us based on our financial strength and the absence of any default by us on any surety bond issued on our behalf and believe those amounts are currently adequate for our needs. However, if we experience changes in our bonding relationships or if there are adverse changes in the surety industry, we may: (a) seek to satisfy certain customer requests for surety bonds by posting other forms of collateral in lieu of surety bonds, such as letters of credit, parent company guarantees, or cash, in order to convince customers to forego the requirement for surety bonds, (b) increase our activities in our businesses that rarely require surety bonds, and/or (c) refrain from bidding for certain projects that require surety bonds.

There can be no assurance that we would be able to effectuate alternatives to providing surety bonds to our customers or to obtain, on favorable terms, sufficient additional work that does not require surety bonds. Accordingly, a reduction in the availability of surety bonds could have a material adverse effect on our financial position, results of operations, and/or cash flows.

In the ordinary course of business, we, at times, guarantee obligations of our subsidiaries under certain contracts. Generally, we are liable under such an arrangement only if our subsidiary fails to perform its obligations under the contract. Historically, we have not incurred any substantial liabilities as a consequence of these guarantees.

We do not have any other material financial guarantees or off-balance sheet arrangements other than those disclosed herein.

Other Items

To help mitigate the impacts of greenhouse gas emissions on climate change, EMCOR has established initial carbon-based fuel consumption and greenhouse gas emission reduction targets. Although to date we have not incurred any material costs or capital expenditures associated with achieving our targets, we could be required to expend amounts in future periods as we continue to work towards our goals. It is not possible, at this time, to estimate the impact that future costs and/or capital expenditures may have on our business, financial condition, results of operations, or liquidity.

New Accounting Pronouncements

We review new accounting standards to determine the expected impact, if any, that the adoption of such standards will have on our financial position and/or results of operations. See Note 2 - Summary of Significant Accounting Policies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further information regarding new accounting standards, including the anticipated dates of adoption and the effects on our consolidated financial position, results of operations, or liquidity.

Critical Accounting Policies and Estimates

The preparation of our consolidated financial statements is based on the application of significant accounting policies, which require management to make estimates and assumptions. Our significant accounting policies are described further in Note 2 - Summary of Significant Accounting Policies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data. We base our estimates on historical experience, known or expected trends, third-party valuations, and various other assumptions that we believe to be reasonable under the circumstances. As future events and their effects cannot be determined with precision, actual results could differ significantly from these estimates. There have been no significant changes to our critical accounting policies or methods for the year ended December 31, 2025. We believe the following critical accounting policies govern the more significant judgments and estimates used in the preparation of our financial statements.

Revenue Recognition from Contracts with Customers

The Company recognizes revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which we expect to be entitled in exchange for those goods or services by applying the following five step model: (1) identify the contract with a customer; (2) identify the performance obligations in the contract; (3) determine the transaction price; (4) allocate the transaction price to the performance obligations in the contract; (5) recognize revenue as performance obligations are satisfied.

The nature of our contracts gives rise to several types of variable consideration, including pending change orders and claims; contract bonuses and incentive fees; and liquidated damages and penalties. We recognize revenue for such variable consideration when it is probable, in our judgment, that a significant future reversal in the amount of cumulative revenue recognized under the contract will not occur when the uncertainty associated with the variable consideration is subsequently resolved. The Company estimates the amount of variable consideration to be included in the transaction price utilizing one of two prescribed methods, depending on which method better predicts the amount of consideration to which the entity will be entitled.

Due to uncertainties inherent in the estimation process, as well as the significant judgment involved in determining variable consideration, it is possible that estimates of costs to complete a performance obligation, and/or our estimates of transaction prices, will be revised in the near term. For those performance obligations for which revenue is recognized using a cost-to-cost input method, changes in total estimated costs, and related progress towards complete satisfaction of the performance obligation, or changes in the estimate of transaction prices, are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made.

Based on an evaluation of individual projects that were substantially complete in prior periods but had revisions to total estimated costs or anticipated contract value (inclusive of the settlement of previously outstanding change orders and claims) that resulted in an increase to profitability in excess of $1.0 million, we recognized revenue during the years ended December 31, 2025, 2024, and 2023 as summarized in the following table (in thousands):

	2025	2024	2023
United States electrical construction and facilities services	$ 2,513	$ 14,006	$ 3,350
United States mechanical construction and facilities services	13,834	10,551	13,114
Total impact	$ 16,347	$ 24,557	$ 16,464

In addition, included in our results for the year ended December 31, 2024 was $12.3 million of gross profit recognized on two contracts as a result of favorable developments on certain claims. Of this amount, $8.4 million was reported within our United States electrical construction and facilities services segment and $3.9 million was reported within our United States mechanical construction and facilities services segment.

Based on an evaluation of individual projects that had revisions to total estimated costs or anticipated contract value that resulted in a reduction of profitability in excess of $1.0 million, our operating results were negatively impacted during the years ended December 31, 2025, 2024, and 2023, as summarized in the following table (in thousands):

	2025	2024	2023
United States electrical construction and facilities services	$ 50,866	$ 27,977	$ 12,535
United States mechanical construction and facilities services	35,075	38,342	10,864
United States building services	—	—	5,658
Total impact	$ 85,941	$ 66,319	$ 29,057

Due to the significant judgments utilized in the estimation process described above, if subsequent actual results and/or updated assumptions, estimates, or projections related to our underlying project positions were to change from those utilized at December 31, 2025, it could result in a material impact to our results of operations. For example, a 50 basis point increase or decrease in the estimated gross profit margin on our uncompleted construction projects, in the aggregate, as a result of a revision in estimated costs to complete a performance obligation or a revision in estimated transaction price, would have resulted in an increase or decrease to operating income of approximately $175 million for the year ended December 31, 2025.

See Note 3 - Revenue from Contracts with Customers of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further disclosure regarding revenue recognition.

Insurance Liabilities

We have loss payment deductibles for certain workers' compensation, automobile liability, general liability, and property claims, have self-insured retentions for certain other casualty claims, and are self-insured for employee-related healthcare claims. In addition, we maintain a wholly-owned captive insurance subsidiary to manage certain of our insurance liabilities. Losses are recorded based upon estimates of our liability for claims incurred and for claims incurred but not reported. The liabilities are derived from known facts, historical trends, and industry averages, utilizing the assistance of an independent third-party actuary to determine the best estimate for the majority of these obligations. We believe the liabilities recognized on the Consolidated Balance Sheets for these obligations are adequate. However, such obligations are difficult to assess and estimate due to numerous factors, including severity of injury, determination of liability in proportion to other parties, timely reporting of occurrences, and effectiveness of safety and risk management programs. Therefore, if our actual experience differs from the assumptions and estimates used for recording the liabilities, adjustments may be required and will be recorded in the period that the experience becomes known. In addition, an increase in the cost to settle insurance claims could result in higher insurance costs and deductibles. As of December 31, 2025, our estimated net insurance liabilities for workers' compensation, automobile liability, general liability, and property claims increased by $50.8 million when compared to December 31, 2024. Such increase was a result of greater potential exposures, including the impact of acquired companies, and an increase in certain of our deductibles or self-insured retentions. If our estimated insurance liabilities for workers' compensation, automobile liability, general liability, and property claims were to increase by 10%, it would have resulted in $29.1 million of additional expense for the year ended December 31, 2025.

Goodwill, Identifiable Intangible Assets, and Other Long-Lived Assets

Goodwill

As of December 31, 2025 and 2024, we had goodwill of $1.41 billion and $1.02 billion, respectively, arising out of the acquisition of businesses. Goodwill is not amortized but instead allocated to its respective reporting unit and evaluated for impairment annually, or more frequently if events or circumstances indicate that the carrying amount of goodwill may be impaired. We have determined that our reporting units are consistent with the reportable segments identified in Note 18 - Segment Information of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data. As of December 31, 2025, approximately 36.7% of our goodwill related to our United States electrical construction and facilities services segment, approximately 28.5% related to our United States mechanical construction and facilities services segment, approximately 26.0% related to our United States building services segment, and approximately 8.8% related to our United States industrial services segment.

Absent any earlier identified impairment indicators, we perform our annual goodwill impairment assessment on October 1 each fiscal year. Qualitative indicators that may trigger the need for interim quantitative impairment testing include, among others, a deterioration in macroeconomic conditions, declining financial performance, deterioration in the operational environment, or an expectation of selling or disposing of a portion of a reporting unit. Additionally, an interim impairment test may be triggered by a significant change in business climate, a loss of a significant customer, increased competition, or a sustained decrease in share price. In assessing whether our goodwill is impaired, we compare the fair value of the reporting unit to its carrying amount, including goodwill. If the fair value exceeds the carrying amount, no impairment is recognized. However, if the carrying amount of the reporting unit exceeds the fair value, the goodwill of the reporting unit is impaired and an impairment loss in the amount of the excess is recognized and charged to operations.

We performed our annual impairment assessment of all reporting units as of October 1, 2025 and determined there was no impairment of goodwill. Based on these impairment assessments, the fair values of our United States electrical construction and facilities services segment, our United States mechanical construction and facilities services segment, our United States building services segment, and our United States industrial services segment exceeded their carrying values by approximately $6.43 billion, $10.11 billion, $1.27 billion, and $120.3 million, respectively. As part of such annual testing, we compared the aggregate fair value of our reporting units to our market capitalization, noting that such comparison supported the reasonableness of the key assumptions utilized in determining the fair value of each of our reporting units.

In completing our annual impairment assessment, we determined the fair value of each of our reporting units using an income approach whereby fair value was calculated utilizing discounted estimated future cash flows, assuming a risk-adjusted industry weighted average cost of capital. The weighted average cost of capital used in our annual impairment testing was 10.4% for our United States construction segments, 11.0% for our United States building services segment, and 10.6% for our United States industrial services segment. These weighted average cost of capital estimates were developed with the assistance of an independent third-party valuation specialist and reflect the overall level of inherent risk within the respective reporting unit and the rate of return a market participant would expect to earn.

Our cash flow projections were derived from our most recent internal forecasts of anticipated revenue growth rates and operating margins, with cash flows beyond the discrete forecast period estimated using a terminal value calculation which incorporated historical and forecasted trends, an estimate of long-term growth rates, and assumptions about the future demand for our services. The perpetual growth rate used for our annual testing was 2.5% for all of our reporting units.

Due to the inherent uncertainties involved in making estimates, our assumptions may change in future periods. Estimates and assumptions made for purposes of our goodwill impairment testing may prove to be inaccurate predictions of the future, and other factors used in assessing fair value, such as the weighted average cost of capital, are outside the control of management. Unfavorable changes in certain of these key assumptions may affect future testing results. For example, keeping all other assumptions constant, a 50 basis point increase in the weighted average cost of capital would cause the estimated fair values of our United States electrical construction and facilities services segment, our United States mechanical construction and facilities services segment, our United States building services segment, and our United States industrial services segment to decrease by approximately $445.2 million, $609.5 million, $99.5 million, and $25.3 million, respectively. In addition, keeping all other assumptions constant, a 50 basis point reduction in the perpetual growth rate would cause the estimated fair values of our United States electrical construction and facilities services segment, our United States mechanical construction and facilities services segment, our United States building services segment, and our United States industrial services segment to decrease by approximately $242.3 million, $342.4 million, $49.2 million, and $9.9 million, respectively. Given the amounts by which the fair value exceeds the carrying value for each of our reporting units, the decreases in estimated fair values described above would not have significantly impacted the results of our 2025 impairment tests. Further, for each of our reporting units, a 10% decline in the estimated fair value of such reporting unit, due to other changes in our assumptions, including forecasted future cash flows, would not have significantly impacted the results of our 2025 impairment tests.

Identifiable Intangible Assets and Other Long-Lived Assets

As of December 31, 2025 and 2024, net identifiable intangible assets (primarily consisting of our customer relationships, subsidiary trade names, contract backlog, and developed technology/vendor network) arising out of the acquisition of businesses were $1.11 billion and $648.2 million, respectively. The determination of identifiable intangible asset values, related estimated useful lives, and whether those assets are impaired involves significant judgments based upon short- and long-term projections of future performance. These forecasts reflect assumptions regarding anticipated macroeconomic conditions as well as our ability to successfully integrate acquired businesses.

Absent earlier indicators of impairment, we test for impairment of subsidiary trade names that are not subject to amortization on an annual basis (October 1). In addition, we review for impairment of identifiable intangible assets that are being amortized as well as other long-lived assets whenever facts and circumstances indicate that their carrying values may not be fully recoverable.

As of October 1, 2025, we performed our annual impairment testing of all subsidiary trade names that are not subject to amortization and determined that there was no impairment of these assets. In performing this impairment assessment, we considered the sensitivity of the reported amounts to the methods, assumptions, and estimates underlying our testing. For example, we performed sensitivity analyses and concluded that, individually, none of the following changes in estimates or assumptions would have significantly impacted the results of our testing or resulted in a material impairment of our subsidiary trade names: (a) a 50 basis point increase in the discount rate utilized in our testing, (b) a 50 basis point decline in the perpetual growth rate utilized in our testing, or (c) a 10% decrease in the estimated fair value of each trade name.

With respect to identifiable intangible assets that are being amortized as well as other long-lived assets, we did not identify any circumstances indicating that their carrying values may not be fully recoverable and, therefore, no impairment testing was required for these assets during the year ended December 31, 2025.

During 2023, we identified facts and circumstances that indicated the carrying values of certain long-lived assets within our United States mechanical construction and facilities services segment may not be fully recoverable, necessitating a comparison of their carrying values to the undiscounted pre-tax cash flows estimated to result from the use of such assets. As a result of this test, we determined that these assets were impaired, and recognized a $2.4 million impairment charge as calculated using a discounted cash flow model.

Other Considerations

As referenced above, impairment testing is based upon assumptions and estimates determined by management from a review of our operating results and business plans as well as forecasts of anticipated growth rates and margins, among other considerations. In addition, estimates of weighted average costs of capital are developed with the assistance of an independent third-party valuation specialist. These assumptions and estimates may change in future periods. Significant adverse changes to external market conditions or our internal forecasts, if any, could result in future impairment charges. It is not possible at this time to determine if any future impairment charge will result or, if it does, whether such a charge would be material to our results of operations.

Refer to Note 8 - Goodwill, Identifiable Intangible Assets, and Other Long-Lived Assets of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further information about our goodwill and identifiable intangible assets as well as our impairment testing. No impairment of our goodwill or identifiable intangible assets was recognized during the years ended December 31, 2025, 2024, or 2023.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We have not used any derivative financial instruments during the years ended December 31, 2025 and 2024, including trading or speculating on changes in interest rates or commodity prices of materials used in our business.

We are exposed to market risk for changes in interest rates for any borrowings under our revolving credit facility, which bear interest at variable rates. Although the Federal Reserve Board lowered the federal funds rate in 2024 and 2025, the pace and extent of additional rate cuts are uncertain. For further information regarding our credit facility and associated borrowing rates, refer to Note 9 - Debt of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data.

We are exposed to construction market risk and its potential related impact on accounts receivable or contract assets on uncompleted contracts. The amounts recorded may be at risk if our customers' ability to pay these obligations is negatively impacted by economic conditions. We continually monitor the creditworthiness of our customers and maintain on-going discussions with customers regarding contract status with respect to change orders and billing terms. Therefore, we believe we take appropriate action to manage market and other risks, but there is no assurance that we will be able to reasonably identify all risks with respect to the collectability of these assets. For further discussion regarding the collectability of our outstanding accounts receivable, refer to Note 2 - Summary of Significant Accounting Policies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data.

In addition, we are exposed to market risk of fluctuations in certain commodity prices of materials, such as copper and steel, which are used as components of supplies or materials utilized in our construction, building services, and industrial services operations. Trade and sanction policies (including tariffs) may also affect the pricing of such supplies and materials. We are also exposed to increases in energy prices, particularly as they relate to gasoline prices for our fleet of approximately 14,400 vehicles. While we believe we can increase our contract prices to adjust for some price increases in commodities, there can be no assurance that such price increases, if they were to occur, would be recoverable. Additionally, certain of our fixed price contracts do not allow us to adjust our prices and, as a result, increases in material costs could reduce our profitability with respect to projects in progress.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED BALANCE SHEETS

(In thousands, except share and per share data)

	December 31, 2025	December 31, 2024
ASSETS		
Current assets:		
Cash and cash equivalents	$ 1,111,968	$ 1,339,550
Accounts receivable, less allowance for credit losses of $22,757 and $34,957, respectively	4,241,177	3,577,537
Contract assets	337,717	284,791
Inventories	126,252	95,667
Prepaid expenses and other	120,231	91,644
Total current assets	5,937,345	5,389,189
Property, plant, and equipment, net	253,277	207,489
Operating lease right-of-use assets	439,029	316,128
Goodwill	1,412,414	1,018,415
Identifiable intangible assets, net	1,108,828	648,180
Other assets	140,506	137,072
Total assets	$ 9,291,399	$ 7,716,473
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	$ 1,227,428	$ 937,087
Contract liabilities	2,327,360	2,047,540
Accrued payroll and benefits	870,154	751,434
Other accrued expenses and liabilities	340,785	336,555
Operating lease liabilities, current	99,213	81,247
Total current liabilities	4,864,940	4,153,863
Operating lease liabilities, long-term	368,996	261,575
Other long-term obligations	382,482	362,341
Total liabilities	5,616,418	4,777,779
Equity:		
EMCOR Group, Inc. stockholders' equity:		
Preferred stock, $0.10 par value, 1,000,000 shares authorized, zero issued and outstanding	—	—
Common stock, $0.01 par value, 200,000,000 shares authorized, 61,252,599 and 61,186,088 shares issued, respectively	613	612
Capital surplus	101,336	97,475
Accumulated other comprehensive loss	(1,916)	(85,527)
Retained earnings	6,005,772	4,778,061
Treasury stock, at cost 16,732,232 and 15,375,963 shares, respectively	(2,431,861)	(1,852,964)
Total EMCOR Group, Inc. stockholders' equity	3,673,944	2,937,657
Noncontrolling interests	1,037	1,037
Total equity	3,674,981	2,938,694
Total liabilities and equity	$ 9,291,399	$ 7,716,473

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF OPERATIONS
For The Years Ended December 31,
(In thousands, except per share data)

	2025	2024	2023
Revenues	$ 16,986,422	$ 14,566,116	$ 12,582,873
Cost of sales	13,703,434	11,801,065	10,493,534
Gross profit	3,282,988	2,765,051	2,089,339
Selling, general and administrative expenses	1,714,446	1,420,188	1,211,233
Gain on sale of United Kingdom operations	144,876	—	—
Impairment loss on long-lived assets	—	—	2,350
Operating income	1,713,418	1,344,863	875,756
Net periodic pension income (cost)	211	894	(1,119)
Interest expense	(12,020)	(3,779)	(17,199)
Interest income	20,015	35,404	15,415
Income before income taxes	1,721,624	1,377,382	872,853
Income tax provision	448,807	370,237	239,524
Net income including noncontrolling interests	1,272,817	1,007,145	633,329
Net income attributable to noncontrolling interests	—	—	335
Net income attributable to EMCOR Group, Inc.	$ 1,272,817	$ 1,007,145	$ 632,994
Basic earnings per common share	$ 28.30	$ 21.61	$ 13.37
Diluted earnings per common share	$ 28.19	$ 21.52	$ 13.31
Dividends declared per common share	$ 1.00	$ 0.93	$ 0.69

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
For The Years Ended December 31,
(In thousands)

	2025	2024	2023
Net income including noncontrolling interests	$ 1,272,817	$ 1,007,145	$ 633,329
Other comprehensive income (loss), net of tax:			
Foreign currency translation adjustments	7,961	(2,900)	6,417
Changes in post-retirement plans [(1)]	2,110	3,077	1,330
Release of accumulated other comprehensive loss from sale of United Kingdom operations	73,540	—	—
Other comprehensive income	83,611	177	7,747
Comprehensive income	1,356,428	1,007,322	641,076
Comprehensive income attributable to noncontrolling interests	—	—	335
Comprehensive income attributable to EMCOR Group, Inc.	$ 1,356,428	$ 1,007,322	$ 640,741

(1) Net of tax provision of $0.7 million, $1.0 million, and $0.5 million for the years ended December 31, 2025, 2024, and 2023, respectively.

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF CASH FLOWS
For The Years Ended December 31,
(In thousands)

	2025	2024	2023
Cash flows - operating activities:			
Net income including noncontrolling interests	$ 1,272,817	$ 1,007,145	$ 633,329
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	67,368	56,678	51,822
Amortization of identifiable intangible assets	119,052	77,002	67,143
Provision for credit losses	7,671	17,303	7,859
Deferred income taxes	(16,055)	(29,115)	(16,651)
Gain on sale of United Kingdom operations	(144,876)	—	—
Gain on sale or disposal of property, plant, and equipment	(2,229)	(1,012)	(2,057)
Excess tax benefits from share-based compensation	(5,006)	(3,978)	(1,719)
Equity income from unconsolidated entities	(62)	(98)	(1,660)
Non-cash expense for amortization of debt issuance costs	822	822	960
Non-cash (income) expense from contingent consideration arrangements	(534)	8,892	2,287
Non-cash expense for impairment of long-lived assets	—	—	2,350
Non-cash share-based compensation expense	20,595	19,978	13,739
Distributions from unconsolidated entities	251	1,554	400
Changes in operating assets and liabilities, excluding the effect of businesses acquired:			
Increase in accounts receivable	(437,768)	(311,504)	(626,494)
(Increase) decrease in inventories	(26,951)	17,982	(23,442)
(Increase) decrease in contract assets	(42,752)	(13,318)	5,733
Increase (decrease) in accounts payable	189,349	(15,362)	82,192
Increase in contract liabilities	155,596	426,628	489,728
Increase in accrued payroll and benefits and other accrued expenses and liabilities	141,191	148,490	189,268
Changes in other assets and liabilities, net	3,584	(193)	24,868
Net cash provided by operating activities	1,302,063	1,407,894	899,655
Cash flows - investing activities:			
Payments for acquisitions of businesses, net of cash acquired	(1,022,105)	(228,173)	(96,491)
Net proceeds from sale of United Kingdom operations	256,622	—	—
Proceeds from sale or disposal of property, plant, and equipment	4,647	3,839	13,604
Purchases of property, plant, and equipment	(112,750)	(74,950)	(78,404)
Net cash used in investing activities	(873,586)	(299,284)	(161,291)
Cash flows - financing activities:			
Proceeds from revolving credit facility	525,000	—	200,000
Repayments of revolving credit facility	(525,000)	—	(200,000)
Repayments of long-term debt and debt issuance costs	—	—	(246,171)
Repayments of finance lease liabilities	(2,692)	(2,855)	(2,776)
Dividends paid to stockholders	(45,023)	(43,384)	(32,684)
Repurchases of common stock	(586,258)	(489,820)	(127,713)
Taxes paid related to net share settlements of equity awards	(16,816)	(15,397)	(6,060)
Issuances of common stock under employee stock purchase plan	—	943	9,189
Payments for contingent consideration arrangements	(12,038)	(4,852)	(5,839)
Distributions to noncontrolling interests	(934)	—	—
Net cash used in financing activities	(663,761)	(555,365)	(412,054)
Effect of exchange rate changes on cash, cash equivalents, and restricted cash	6,857	(2,600)	6,372
(Decrease) increase in cash, cash equivalents, and restricted cash	(228,427)	550,645	332,682
Cash, cash equivalents, and restricted cash at beginning of year [1]	1,340,395	789,750	457,068
Cash, cash equivalents, and restricted cash at end of period [1]	$ 1,111,968	$ 1,340,395	$ 789,750

(1) Includes $0.8 million and $0.6 million of restricted cash classified as "Prepaid expenses and other" in the Consolidated Balance Sheets as of December 31, 2024 and 2022, respectively.

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF EQUITY
For The Years Ended December 31,
(In thousands)

		EMCOR Group, Inc. Stockholders					
	Total	Common stock	Capital surplus	Accumulated other comprehensive loss [1]	Retained earnings	Treasury stock	Noncontrolling interests
Balance, December 31, 2022	$ 1,974,291	$ 609	$ 74,795	$ (93,451)	$ 3,214,281	$(1,222,645)	$ 702
Net income including noncontrolling interests	633,329	—	—	—	632,994	—	335
Other comprehensive income	7,747	—	—	7,747	—	—	—
Common stock issued under share-based compensation plans	—	2	(2)	—	—	—	—
Tax withholding for common stock issued under share-based compensation plans	(6,060)	—	(6,060)	—	—	—	—
Common stock issued under employee stock purchase plan	9,189	—	9,189	—	—	—	—
Common stock dividends	(32,684)	—	152	—	(32,836)	—	—
Repurchases of common stock	(128,736)	—	—	—	—	(128,736)	—
Share-based compensation expense	13,739	—	13,739	—	—	—	—
Balance, December 31, 2023	$ 2,470,815	$ 611	$ 91,813	$ (85,704)	$ 3,814,439	$(1,351,381)	$ 1,037
Net income including noncontrolling interests	1,007,145	—	—	—	1,007,145	—	—
Other comprehensive income	177	—	—	177	—	—	—
Common stock issued under share-based compensation plans	—	1	(1)	—	—	—	—
Tax withholding for common stock issued under share-based compensation plans	(15,397)	—	(15,397)	—	—	—	—
Common stock issued under employee stock purchase plan	943	—	943	—	—	—	—
Common stock dividends	(43,384)	—	139	—	(43,523)	—	—
Repurchases of common stock	(501,583)	—	—	—	—	(501,583)	—
Share-based compensation expense	19,978	—	19,978	—	—	—	—
Balance, December 31, 2024	$ 2,938,694	$ 612	$ 97,475	$ (85,527)	$ 4,778,061	$(1,852,964)	$ 1,037
Net income including noncontrolling interests	1,272,817	—	—	—	1,272,817	—	—
Other comprehensive income	83,611	—	—	83,611	—	—	—
Common stock issued under share-based compensation plans	—	1	(1)	—	—	—	—
Tax withholding for common stock issued under share-based compensation plans	(16,816)	—	(16,816)	—	—	—	—
Common stock dividends	(45,023)	—	83	—	(45,106)	—	—
Repurchases of common stock	(578,897)	—	—	—	—	(578,897)	—
Acquisition of noncontrolling interests	934	—	—	—	—	—	934
Distributions to noncontrolling interests	(934)	—	—	—	—	—	(934)
Share-based compensation expense	20,595	—	20,595	—	—	—	—
Balance, December 31, 2025	$ 3,674,981	$ 613	$ 101,336	$ (1,916)	$ 6,005,772	$(2,431,861)	$ 1,037

(1) Represents cumulative foreign currency translation adjustment of $(1.9) million as of December 31, 2025 and cumulative foreign currency translation and post-retirement liability adjustments of $(4.7) million and $(80.8) million, respectively, as of December 31, 2024, and $(1.8) million and $(83.9) million, respectively, as of December 31, 2023.

The accompanying notes to consolidated financial statements are an integral part of these statements.

NOTE 1 - NATURE OF OPERATIONS

References to the "Company," "EMCOR," "we," "us," "our" and similar words refer to EMCOR Group, Inc. and its consolidated subsidiaries unless the context indicates otherwise.

We are one of the largest specialty contractors in the United States and a leading provider of electrical and mechanical construction and facilities services, building services, and industrial services. Our services are provided to a broad range of commercial, technology, manufacturing, industrial, healthcare, utility, and institutional customers through approximately 100 operating subsidiaries, which specialize principally in providing construction services relating to electrical and mechanical systems in all types of facilities and in providing various services relating to the operation, maintenance, and management of those facilities.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and the subsidiaries and joint ventures it controls. All intercompany accounts and transactions have been eliminated. Investments over which we exercise significant influence, but do not control, are accounted for using the equity method of accounting. For joint ventures that have been accounted for using the consolidation method of accounting, noncontrolling interests represent the allocation of earnings to our joint venture partners who either have a minority-ownership interest in the joint venture or are not the primary beneficiary of the joint venture.

The results of operations of companies acquired have been included in our results of operations from the date of their respective acquisition by us.

On December 1, 2025, we sold our United Kingdom operations, the results of which are reported within our United Kingdom building services segment through the date of sale.

Principles of Preparation

The preparation of the consolidated financial statements, in conformity with accounting principles generally accepted in the United States, requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could materially differ from those estimates.

Revenue Recognition

Revenue is recognized when promised goods or services are transferred to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. Refer to Note 3 - Revenue from Contracts with Customers of the notes to consolidated financial statements for additional information.

Cash and Cash Equivalents

For purposes of the consolidated financial statements, we consider all highly liquid instruments with original maturities of three months or less to be cash equivalents. We maintain a centralized cash management system whereby our excess cash balances are invested in high quality short-term money market instruments, which are considered cash equivalents. We have cash balances in certain of our bank accounts that exceed federally insured limits.

Accounts Receivable and Allowance for Credit Losses

Accounts receivable are recognized in the period we deliver goods and services to our customers or when our right to consideration is unconditional. The Company maintains an allowance for credit losses to reduce outstanding receivables to their net realizable value. Judgment is required when determining expected credit losses. Estimates of such losses are recorded when we believe a customer, or group of customers, may not be able to meet their financial obligations due to deterioration in financial condition or credit rating. Factors relevant to our assessment include our prior collection history with our customers, the related aging of past due balances, projections of credit losses based on historical trends in credit quality indicators or past events, and forecasts of future economic conditions. In addition to monitoring delinquent accounts, management reviews the credit quality of its receivables by, among other things, obtaining credit ratings of significant customers, assessing economic and market conditions, and evaluating material changes to a customer's business, cash flows, and financial condition.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

At December 31, 2025 and 2024, our accounts receivable of $4.24 billion and $3.58 billion, respectively, were recorded net of allowances for credit losses of $22.8 million and $35.0 million, respectively. Allowances for credit losses are based on the best facts available and are reassessed and adjusted on a regular basis as additional information is received. Should anticipated collections fail to materialize, or if future economic conditions compare unfavorably to our forecasts, we could experience an increase in our credit losses. The provision for credit losses during 2025, 2024, and 2023 amounted to approximately $7.7 million, $17.3 million, and $7.9 million, respectively.

The change in the allowance for credit losses for the year ended December 31, 2025 was as follows (in thousands):

Balance at December 31, 2024	$	34,957
Provision for credit losses		7,671
Amounts written off against the allowance, net of recoveries		(19,871)
Balance at December 31, 2025	$	22,757

The decrease in our allowance for credit losses was due to the write-off of specific receivables which were previously reserved for within our United States building services segment, partially offset by the provision for credit losses recorded during 2025.

Inventories

Inventories are stated at the lower of cost or net realizable value. Cost is determined principally using the average cost method. Refer to Note 6 - Inventories of the notes to consolidated financial statements for additional information.

Leases

At the inception of a contract, we determine whether the arrangement is or contains a lease. Leases are classified as either operating or finance, based on our evaluation of certain criteria. With the exception of short-term leases (leases with an initial term of 12 months or less), we record right-of-use assets and corresponding lease liabilities on the Consolidated Balance Sheets for all leases with contractual fixed payments. Lease liabilities are measured at the present value of remaining lease payments, while right-of-use assets are initially set equal to the lease liability, as adjusted for any payments made prior to lease commencement, lease incentives, and any initial direct costs incurred by us. For operating leases, rent expense is recognized on a straight-line basis over the term of the lease, and right-of-use assets are subsequently re-measured to reflect the effect of uneven lease payments. For finance leases, right-of-use assets are amortized on a straight-line basis over the shorter of the lease term or the useful life of the underlying asset. Expenses for finance leases include the amortization of right-of-use assets, which is recorded as depreciation and amortization expense, and interest expense, which reflects interest accrued on the lease liability.

Short-term leases are not recorded on the Consolidated Balance Sheets but are expensed on a straight-line basis over the lease term. The majority of the Company’s short-term leases relate to equipment used on construction projects. Such equipment leases are considered short-term in nature unless it is reasonably certain that the equipment will be leased for a period greater than 12 months.

Refer to Note 16 - Leases of the notes to consolidated financial statements for additional information.

Property, Plant, and Equipment

Property, plant, and equipment is stated at cost. Depreciation, including amortization of assets under finance leases, is recorded using the straight-line method over estimated useful lives of 3 to 10 years for machinery and equipment, 3 to 7 years for vehicles, furniture and fixtures, and computer hardware/software, and 25 years for buildings. Leasehold improvements are amortized over the shorter of the remaining lease term or the expected useful life of the improvement.

The carrying values of property, plant, and equipment are reviewed for impairment whenever facts and circumstances indicate that the carrying amount may not be fully recoverable. In performing this review for recoverability, property, plant, and equipment is assessed for possible impairment by comparing their carrying values to the undiscounted net pre-tax cash flows expected to result from the use of the asset. Impaired assets are written down to their fair values, generally determined based on their estimated future discounted cash flows.

Refer to Note 7 - Property, Plant, and Equipment of the notes to consolidated financial statements for additional information.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Goodwill, Identifiable Intangible Assets, and Other Long-Lived Assets

Goodwill and indefinite-lived intangible assets, such as trade names, are evaluated at least annually for impairment (each October 1, absent any earlier identified impairment indicators) and are written down if impaired. Identifiable intangible assets with finite lives are amortized over their useful lives and, along with certain other long-lived assets, are reviewed for impairment whenever facts and circumstances indicate that their carrying values may not be fully recoverable. See Note 8 - Goodwill, Identifiable Intangible Assets, and Other Long-Lived Assets of the notes to consolidated financial statements for additional information.

Insurance Liabilities

We have loss payment deductibles for certain workers' compensation, automobile liability, general liability, and property claims, have self-insured retentions for certain other casualty claims, and are self-insured for employee-related healthcare claims. In addition, we maintain a wholly-owned captive insurance subsidiary to manage certain of our insurance liabilities. Losses are recorded based upon estimates of our liability for claims incurred and for claims incurred but not reported. The liabilities are derived from known facts, historical trends, and industry averages, utilizing the assistance of an independent third-party actuary to determine the best estimate for the majority of these obligations. To the extent that the amount required to settle claims covered by insurance continues to increase, the cost of our insurance coverage, including premiums and deductibles, is likely to increase. As of December 31, 2025 and 2024, the estimated current portion of such undiscounted insurance liabilities, included in "Other accrued expenses and liabilities" in the accompanying Consolidated Balance Sheets, were $84.0 million and $50.8 million, respectively. The estimated non-current portion of such undiscounted insurance liabilities included in "Other long-term obligations" as of December 31, 2025 and 2024 were $274.1 million and $237.3 million, respectively. The current portion of anticipated insurance recoveries of $15.5 million and $9.2 million as of December 31, 2025 and 2024, respectively, were included in "Prepaid expenses and other" and the non-current portion of anticipated insurance recoveries of $51.7 million and $38.7 million as of December 31, 2025 and 2024, respectively, were included in "Other assets" in the accompanying Consolidated Balance Sheets. These balances increased from December 31, 2024 as a result greater potential exposures, including the impact of acquired companies, and an increase in certain of our deductibles or self-insured retentions.

Foreign Operations

The financial statements and transactions of any foreign subsidiaries are maintained in their functional currency and translated into U.S. dollars when preparing our consolidated financial statements. Statements of operations, comprehensive income, and cash flows are translated using weighted average monthly exchange rates, while balance sheets are translated at month-end exchange rates. Translation adjustments are recorded as "Accumulated other comprehensive loss," a separate component of "Equity."

Income Taxes

The Company follows the liability method of accounting for income taxes. Under this method, deferred income tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the financial statement and income tax bases of assets and liabilities as well as for net operating loss and tax credit carryforwards. Deferred income taxes are valued using enacted tax rates expected to be in effect when income taxes are paid or recovered, with the effect of a change in tax laws or rates recognized in the statement of operations in the periods in which such change is enacted. The ultimate realization of deferred income tax assets is dependent upon the generation of future taxable income during the period in which those temporary differences become deductible. Deferred income taxes are recorded net of a valuation allowance when it is more likely than not that all or a portion of a deferred tax asset will not be realized. In making such determination, we consider all available evidence, including projections of future taxable income, tax-planning strategies, and recent results of operations.

Tax benefits associated with uncertain tax positions are recognized only if it is more likely than not that the tax position would be sustained on its technical merits. For positions not meeting the "more likely than not" test, no tax benefit is recognized. To the extent interest and penalties may be assessed related to unrecognized tax benefits, we record accruals for such amounts as a component of the income tax provision. We had no unrecognized income tax benefits as of December 31, 2025 and 2024.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Valuation of Share-Based Compensation

Our share-based compensation plans and programs are administered by our Board of Directors or its Compensation and Personnel Committee. We recognize expense for all share-based payments issued to acquire goods or services based on the fair value of such payments. Compensation expense related to share-based awards is generally recognized on a straight-line basis over the requisite service period, which is the vesting period. The benefits of tax deductions in excess of recognized compensation expense are recognized in the Consolidated Statements of Operations when the underlying awards vest or are settled. See Note 13 - Share-Based Compensation Plans of the notes to consolidated financial statements for additional information regarding our share-based compensation plans and programs.

New Accounting Pronouncements

In December 2023, the Financial Accounting Standards Board (the "FASB") issued an Accounting Standards Update ("ASU") intended to enhance the transparency and decision-usefulness of income tax disclosures. Such guidance requires entities to provide additional information within their income tax rate reconciliation, including further disclosure of federal, state, and foreign income taxes and to provide more details about these reconciling items if a quantitative threshold is met. This guidance additionally requires expanded disclosure of income taxes paid, including amounts paid for federal, state, and foreign taxes. This ASU is effective for fiscal years beginning after December 15, 2024. While the adoption of this ASU did not have an impact on our financial position and/or results of operations, we have provided the additional required disclosures within Note 11 - Income Taxes of the notes to consolidated financial statements.

In November 2024, the FASB issued an ASU, which requires disaggregated disclosures, in the notes to the financial statements, about certain income statement expense line items on an interim and annual basis. This guidance requires entities to provide more detailed information about purchases of inventory, employee compensation, depreciation expense, intangible asset amortization, and selling expenses. Such guidance, which is required to be applied prospectively, is effective for fiscal years beginning after December 15, 2026, and interim periods within fiscal years beginning after December 15, 2027, although early adoption and retrospective application is permitted. While the adoption of this ASU will not have an impact on our financial position and/or results of operations, we are currently evaluating the impact on our financial statement disclosures, including the processes and controls around the collection of this information.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS

The Company recognizes revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which we expect to be entitled in exchange for those goods or services by applying the following five step model:

(1) Identify the contract with a customer

A contract with a customer exists when: (a) the parties have approved the contract and are committed to perform their respective obligations, (b) the rights of the parties can be identified, (c) payment terms can be identified, (d) the arrangement has commercial substance, and (e) collectability of consideration is probable. Judgment is required when determining if the contractual criteria are met, specifically in the earlier stages of a project when a formally executed contract may not yet exist. In these situations, the Company evaluates all relevant facts and circumstances, including the existence of other forms of documentation or historical experience with our customers that may indicate a contractual agreement is in place and revenue should be recognized. In determining if the collectability of consideration is probable, the Company considers the customer's ability and intention to pay such consideration through an evaluation of several factors, including an assessment of the creditworthiness of the customer and our prior collection history with such customer.

(2) Identify the performance obligations in the contract

At contract inception, the Company assesses the goods or services promised in a contract and identifies, as a separate performance obligation, each distinct promise to transfer goods or services to the customer. The identified performance obligations represent the "unit of account" for purposes of determining revenue recognition. In order to properly identify separate performance obligations, the Company applies judgment in determining whether each good or service provided is: (a) capable of being distinct, whereby the customer can benefit from the good or service either on its own or together with other resources that are readily available to the customer, and (b) distinct within the context of the contract, whereby the transfer of the good or service to the customer is separately identifiable from other promises in the contract.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

In addition, when assessing performance obligations within a contract, the Company considers the warranty provisions included within such contract. To the extent the warranty terms provide the customer with an additional service, other than assurance that the promised good or service complies with agreed upon specifications, such warranty is accounted for as a separate performance obligation. In determining whether a warranty provides an additional service, the Company considers each warranty provision in comparison to warranty terms which are standard in the industry.

Our contracts are often modified through change orders to account for changes in the scope and price of the goods or services we are providing. Although the Company evaluates each change order to determine whether such modification creates a separate performance obligation, the majority of our change orders are for goods or services that are not distinct within the context of our original contract and, therefore, are not treated as separate performance obligations.

(3) Determine the transaction price

The transaction price represents the amount of consideration to which the Company expects to be entitled in exchange for transferring promised goods or services to our customers. The consideration promised within a contract may include fixed amounts, variable amounts, or both. To the extent the performance obligation includes variable consideration, including contract bonuses and penalties that can either increase or decrease the transaction price, the Company estimates the amount of variable consideration to be included in the transaction price utilizing one of two prescribed methods, depending on which method better predicts the amount of consideration to which the entity will be entitled. Such methods include: (a) the expected value method, whereby the amount of variable consideration to be recognized represents the sum of probability-weighted amounts in a range of possible consideration amounts, and (b) the most likely amount method, whereby the amount of variable consideration to be recognized represents the single most likely amount in a range of possible consideration amounts. When applying these methods, the Company considers all information that is reasonably available, including historical, current, and estimates of future performance. The expected value method is typically utilized in situations where a contract contains a large number of possible outcomes while the most likely amount method is typically utilized in situations where a contract has only two possible outcomes.

Variable consideration is included in the transaction price only to the extent it is probable, in the Company's judgment, that a significant future reversal in the amount of cumulative revenue recognized under the contract will not occur when the uncertainty associated with the variable consideration is subsequently resolved. This threshold is referred to as the variable consideration constraint. In assessing whether to apply the variable consideration constraint, the Company considers if factors exist that could increase the likelihood or the magnitude of a potential reversal of revenue, including, but not limited to, whether: (a) the amount of consideration is highly susceptible to factors outside of the Company's influence, such as the actions of third parties, (b) the uncertainty surrounding the amount of consideration is not expected to be resolved for a long period of time, (c) the Company's experience with similar types of contracts is limited or that experience has limited predictive value, (d) the Company has a practice of either offering a broad range of price concessions or changing the payment terms and conditions of similar contracts in similar circumstances, and (e) the contract has a large number and broad range of possible consideration amounts.

Pending change orders represent one of the most common forms of variable consideration included within contract value and typically represent contract modifications for which a change in scope has been authorized or acknowledged by our customer but the final adjustment to contract price is yet to be negotiated. In estimating the transaction price for pending change orders, the Company considers all relevant facts, including documented correspondence with the customer regarding acknowledgment of and/or agreement with the modification, as well as historical experience with the customer or similar contractual circumstances. Based upon this assessment, the Company estimates the transaction price, including whether the variable consideration constraint should be applied.

Contract claims are another form of variable consideration which is common within our industry. Claim amounts represent revenue that has been recognized for contract modifications that are not submitted or are in dispute as to both scope and price. In estimating the transaction price for claims, the Company considers all relevant facts available. However, given the uncertainty surrounding claims, including the potential long-term nature of dispute resolution and the broad range of possible consideration amounts, there is an increased likelihood that any additional contract revenue associated with contract claims is constrained. The resolution of claims involves negotiations and, in certain cases, litigation. In the event litigation costs are incurred by us in connection with claims, such litigation costs are expensed as incurred, although we may seek to recover these costs.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

For some transactions, the receipt of consideration does not match the timing of the transfer of goods or services to the customer. For such contracts, the Company evaluates whether this timing difference represents a financing arrangement within the contract. Although rare, if a contract is determined to contain a significant financing component, the Company adjusts the promised amount of consideration for the effects of the time value of money when determining the transaction price of such contract. Although our customers may retain a portion of the contract price until completion of the project and final contract settlement, these retainage amounts are not considered a significant financing component as the intent of the withheld amounts is to provide the customer with assurance that we will complete our obligations under the contract rather than to provide financing to the customer. In addition, although we may be entitled to advanced payments from our customers on certain contracts, these advanced payments generally do not represent a significant financing component as the payments are used to meet working capital demands that can be higher in the early stages of a contract, as well as to protect us from our customer failing to meet its obligations under the contract.

Changes in the estimates of transaction prices are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. Such changes in estimates can result in the recognition of revenue in a current period for performance obligations which were satisfied or partially satisfied in prior periods. Such changes in estimates may also result in the reversal of previously recognized revenue if the ultimate outcome differs from the Company's previous estimate.

(4) Allocate the transaction price to the performance obligations in the contract

For contracts that contain multiple performance obligations, the Company allocates the transaction price to each performance obligation based on a relative standalone selling price. The Company determines the standalone selling price based on the price at which the performance obligation would have been sold separately in similar circumstances to similar customers. If the standalone selling price is not observable, the Company estimates the standalone selling price taking into account all available information such as market conditions and internal pricing guidelines. In certain circumstances, the standalone selling price is determined using an expected profit margin on anticipated costs related to the performance obligation.

(5) Recognize revenue as performance obligations are satisfied

The Company recognizes revenue at the time the related performance obligation is satisfied by transferring a promised good or service to its customers. A good or service is considered to be transferred when the customer obtains control. The Company can transfer control of a good or service and satisfy its performance obligations either over time or at a point in time. The Company transfers control of a good or service over time and, therefore, satisfies a performance obligation and recognizes revenue over time if one of the following three criteria are met: (a) the customer simultaneously receives and consumes the benefits provided by the Company's performance as we perform, (b) the Company's performance creates or enhances an asset that the customer controls as the asset is created or enhanced, or (c) the Company's performance does not create an asset with an alternative use to us, and we have an enforceable right to payment for performance completed to date.

For our performance obligations satisfied over time, we recognize revenue by measuring the progress toward complete satisfaction of that performance obligation. The selection of the method to measure progress towards completion can be either an input method or an output method and requires judgment based on the nature of the goods or services to be provided.

For our construction contracts, revenue is generally recognized over time as our performance creates or enhances an asset that the customer controls as it is created or enhanced. Our fixed price construction projects generally use a cost-to-cost input method to measure our progress towards complete satisfaction of the performance obligation as we believe it best depicts the transfer of control to the customer which occurs as we incur costs on our contracts. Under the cost-to-cost measure of progress, the extent of progress towards completion is measured based on the ratio of costs incurred to date to the total estimated costs at completion of the performance obligation.

For our unit price construction contracts, progress towards complete satisfaction is measured through an output method, such as the number of units produced or delivered, when our performance does not produce significant amounts of work in process or finished goods prior to complete satisfaction of such performance obligations.

For our services contracts, revenue is also generally recognized over time as the customer simultaneously receives and consumes the benefits of our performance as we perform the service. For our fixed price service contracts with specified service periods, revenue is generally recognized on a straight-line basis over such service period when our inputs are expended evenly and the customer receives and consumes the benefits of our performance throughout the contract term.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

The timing of revenue recognition for the manufacturing of new build heat exchangers within our United States industrial services segment depends on the payment terms of the contract, as our performance does not create an asset with an alternative use to us. For those contracts for which we have a right to payment for performance completed to date at all times throughout our performance, inclusive of a cancellation, we recognize revenue over time. For these performance obligations, we use a cost-to-cost input method to measure our progress towards complete satisfaction of the performance obligation as we believe it best depicts the transfer of control to the customer which occurs as we incur costs on our contracts. However, for those contracts for which we do not have a right, at all times, to payment for performance completed to date, we recognize revenue at the point in time when control is transferred to the customer. For bill-and-hold arrangements, revenue is recognized when the customer obtains control of the heat exchanger, which may be prior to shipping if certain recognition criteria are met.

For certain of our revenue streams, such as call-out repair and service work, outage services, refinery turnarounds, and specialty welding services that are performed under time and materials contracts, our progress towards complete satisfaction of such performance obligations is measured using an output method as the customer receives and consumes the benefits of our performance completed to date.

Changes in Estimates

Due to uncertainties inherent in the estimation process, as well as the significant judgment involved in determining variable consideration, it is possible that estimates of costs to complete a performance obligation, and/or our estimates of transaction prices, will be revised in the near term. For those performance obligations for which revenue is recognized using a cost-to-cost input method, changes in total estimated costs, and related progress towards complete satisfaction of the performance obligation, or changes in the estimate of transaction prices, are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. When the current estimate of total costs for a performance obligation indicates a loss, a provision for the entire estimated loss on the unsatisfied performance obligation is made in the period in which the loss becomes evident.

Based on an evaluation of individual projects that were substantially complete in prior periods but had revisions to total estimated costs or anticipated contract value (inclusive of the settlement of previously outstanding change orders and claims) that resulted in an increase to profitability in excess of $1.0 million, we recognized revenue during the years ended December 31, 2025, 2024, and 2023 as summarized in the following table (in thousands):

	2025	2024	2023
United States electrical construction and facilities services	$ 2,513	$ 14,006	$ 3,350
United States mechanical construction and facilities services	13,834	10,551	13,114
Total impact	$ 16,347	$ 24,557	$ 16,464

In addition, included in our results for the year ended December 31, 2024 was $12.3 million of gross profit recognized on two contracts as a result of favorable developments on certain claims. Of this amount, $8.4 million was reported within our United States electrical construction and facilities services segment and $3.9 million was reported within our United States mechanical construction and facilities services segment.

Based on an evaluation of individual projects that had revisions to total estimated costs or anticipated contract value that resulted in a reduction of profitability in excess of $1.0 million, our operating results were negatively impacted during the years ended December 31, 2025, 2024, and 2023, as summarized in the following table (in thousands):

	2025	2024	2023
United States electrical construction and facilities services	$ 50,866	$ 27,977	$ 12,535
United States mechanical construction and facilities services	35,075	38,342	10,864
United States building services	—	—	5,658
Total impact	$ 85,941	$ 66,319	$ 29,057

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

Disaggregation of Revenues

Our revenues are principally derived from contracts to provide construction services relating to electrical and mechanical systems, as well as to provide a number of building services and industrial services to our customers. Our contracts are with many different customers in numerous industries.

The following tables provide further disaggregation of our revenues by categories we use to evaluate our financial performance within each of our reportable segments (in thousands, except for percentages).

Refer to Note 18 - Segment Information of the notes to consolidated financial statements for additional information on how we disaggregate our revenues by reportable segment.

	2025	% of Total	2024	% of Total	2023	% of Total
United States electrical construction and facilities services:						
Network and communications market sector	$ 2,461,883	48 %	$ 1,442,877	43 %	$ 934,455	34 %
Commercial market sector	430,083	8 %	310,730	9 %	402,886	14 %
Manufacturing and industrial market sector	467,621	9 %	439,450	13 %	394,804	14 %
Healthcare market sector	463,075	9 %	242,458	7 %	242,931	9 %
High-tech manufacturing market sector	134,310	3 %	190,992	6 %	140,471	5 %
Institutional market sector	283,518	6 %	174,073	5 %	147,375	5 %
Transportation market sector	261,703	5 %	210,835	6 %	167,976	6 %
Water and wastewater market sector	39,231	1 %	27,751	1 %	21,234	1 %
Hospitality and entertainment market sector	128,940	3 %	66,982	2 %	81,815	3 %
Short duration projects [1]	314,357	6 %	180,020	6 %	186,722	7 %
Service work	95,357	2 %	62,947	2 %	65,338	2 %
	5,080,078		3,349,115		2,786,007	
Less intersegment revenues	(5,826)		(6,188)		(2,284)	
Total segment revenues	$ 5,074,252		$ 3,342,927		$ 2,783,723	

	2025	% of Total	2024	% of Total	2023	% of Total
United States mechanical construction and facilities services:						
Network and communications market sector	$ 1,670,355	23 %	$ 818,991	13 %	$ 410,397	8 %
Commercial market sector	870,245	12 %	989,012	15 %	1,115,993	22 %
Manufacturing and industrial market sector	897,425	13 %	736,775	12 %	698,993	14 %
Healthcare market sector	590,715	8 %	580,676	9 %	489,485	10 %
High-tech manufacturing market sector	997,798	14 %	1,453,384	23 %	845,251	16 %
Institutional market sector	472,420	7 %	455,940	7 %	316,255	6 %
Transportation market sector	49,010	1 %	55,622	1 %	42,789	1 %
Water and wastewater market sector	346,528	5 %	308,329	5 %	286,912	6 %
Hospitality and entertainment market sector	127,893	2 %	70,707	1 %	52,919	1 %
Short duration projects [1]	407,163	6 %	335,900	5 %	324,056	6 %
Service work	634,906	9 %	606,551	9 %	500,853	10 %
	7,064,458		6,411,887		5,083,903	
Less intersegment revenues	(13,977)		(6,230)		(9,100)	
Total segment revenues	$ 7,050,481		$ 6,405,657		$ 5,074,803	

(1) Represents those projects which generally are completed within three months or less.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

	2025	% of Total	2024	% of Total	2023	% of Total
United States building services:						
Mechanical services	$ 2,402,269	77 %	$ 2,260,607	73 %	$ 2,042,244	65 %
Commercial site-based services	563,766	18 %	669,584	21 %	865,232	28 %
Government site-based services	156,207	5 %	184,626	6 %	212,658	7 %
Total segment revenues	$ 3,122,242		$ 3,114,817		$ 3,120,134	

	2025	% of Total	2024	% of Total	2023	% of Total
United States industrial services:						
Field services	$ 1,100,435	87 %	$ 1,113,613	87 %	$ 991,466	85 %
Shop services	167,664	13 %	163,577	13 %	176,324	15 %
Total segment revenues	$ 1,268,099		$ 1,277,190		$ 1,167,790	
Total United States operations	$16,515,074		$14,140,591		$12,146,450	

	2025	% of Total	2024	% of Total	2023	% of Total
United Kingdom building services:						
Service work	$ 238,826	51 %	$ 199,658	47 %	$ 210,414	48 %
Project work	232,522	49 %	225,867	53 %	226,009	52 %
Total segment revenues	$ 471,348		$ 425,525		$ 436,423	
Consolidated revenues	$16,986,422		$14,566,116		$12,582,873	

Contract Assets and Contract Liabilities

The timing of revenue recognition may differ from the timing of invoicing to customers. Contract assets include unbilled amounts from our construction projects when revenues recognized under the cost-to-cost measure of progress exceed the amounts invoiced to our customers, as the amounts are not yet billable under the terms of our contracts. Such amounts are recoverable from our customers based upon various measures of performance, including achievement of certain milestones, completion of specified units, or completion of a contract. In addition, many of our time and materials arrangements, as well as our contracts to perform turnaround services within the United States industrial services segment, are billed in arrears pursuant to contract terms that are standard within the industry, resulting in contract assets and/or unbilled receivables being recorded as revenue is recognized in advance of billings.

Also included in contract assets are amounts we seek or will seek to collect from customers or others for errors or changes in contract specifications or design, contract change orders or modifications in dispute or unapproved as to scope and/or price, or other customer-related causes of unanticipated additional contract costs (claims and unapproved change orders). Our contract assets do not include capitalized costs to obtain and fulfill a contract. Contract assets are generally classified as current within the Consolidated Balance Sheets.

As of December 31, 2025 and 2024, contract assets included unbilled revenues for unapproved change orders of approximately $26.2 million and $25.1 million, respectively. There were no claim amounts included in contract assets as of December 31, 2025 and 2024. There were $116.1 million and $6.9 million of claims included within accounts receivable as of December 31, 2025 and 2024, respectively. There were undisputed contractually billed amounts and retention related to contracts with unapproved change orders and claims of approximately $158.8 million and $172.4 million as of December 31, 2025 and 2024, respectively. For contracts in claim status, contractually billed amounts will generally not be paid by the customer to us until final resolution of the related claims.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

Contract liabilities from our construction contracts arise when amounts invoiced to our customers exceed revenues recognized under the cost-to-cost measure of progress. Contract liabilities additionally include advanced payments from our customers on certain contracts. Contract liabilities decrease as we recognize revenue from the satisfaction of the related performance obligation and are recorded as either current or long-term, depending upon when we expect to recognize such revenue. The long-term portion of contract liabilities is included in "Other long-term obligations" in the Consolidated Balance Sheets.

Net contract liabilities in the accompanying Consolidated Balance Sheets consisted of the following amounts as of December 31, 2025 and 2024 (in thousands):

	December 31, 2025	December 31, 2024
Contract assets, current	$ 337,717	$ 284,791
Contract assets, non-current	—	—
Contract liabilities, current	(2,327,360)	(2,047,540)
Contract liabilities, non-current	(837)	(1,526)
Net contract liabilities	$ (1,990,480)	$ (1,764,275)

Included within net contract liabilities were $1.92 billion and $1.69 billion of net contract liabilities on uncompleted construction projects as of December 31, 2025 and 2024, respectively, as follows (in thousands):

	December 31, 2025	December 31, 2024
Costs incurred on uncompleted construction contracts	$ 23,380,178	$ 18,093,285
Estimated earnings, thereon	5,126,164	3,562,012
	28,506,342	21,655,297
Less: billings to date	30,428,471	23,346,291
	$ (1,922,129)	$ (1,690,994)

Contract assets and contract liabilities increased by approximately $61.1 million and $188.1 million, respectively, as a result of acquisitions made by us in 2025. Excluding the impact of acquisitions, net contract liabilities increased by approximately $99.2 million during the year ended December 31, 2025, due to an increase in net contract liabilities on our uncompleted construction projects, partially as a result of the timing of invoicing to our customers as we continue to effectively manage our working capital. There was no significant impairment of contract assets recognized during the periods presented.

Contract Retentions

As of December 31, 2025 and 2024, accounts receivable included $944.5 million and $703.2 million, respectively, of retainage billed under terms of our contracts. These retainage amounts represent amounts which have been contractually invoiced to customers where payments have been partially withheld pending the completion of the project. We estimate that approximately 90% of the retainage outstanding as of December 31, 2025 will be collected during 2026.

As of December 31, 2025 and 2024, accounts payable included $152.3 million and $121.5 million, respectively, of retainage withheld under terms of our subcontracts. These retainage amounts represent amounts invoiced to the Company by our subcontractors where payments have been partially withheld pending the completion of their scope of work. We estimate that approximately 89% of the retainage outstanding as of December 31, 2025 will be paid during 2026.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

Transaction Price Allocated to Remaining Unsatisfied Performance Obligations

The following table presents the transaction price allocated to remaining unsatisfied performance obligations ("remaining performance obligations") for each of our reportable segments and their respective percentages of total remaining performance obligations as of December 31, 2025 (in thousands, except for percentages):

	December 31, 2025	% of Total
Remaining performance obligations:		
United States electrical construction and facilities services	$ 4,963,855	38 %
United States mechanical construction and facilities services	6,929,300	52 %
United States building services	1,188,537	9 %
United States industrial services	171,972	1 %
Total operations	$ 13,253,664	100 %

Our remaining performance obligations at December 31, 2025 were approximately $13.25 billion. Remaining performance obligations increase with awards of new contracts and decrease as we perform work and recognize revenue on existing contracts. We include a project within our remaining performance obligations at such time the project is awarded and agreement on contract terms has been reached. Our remaining performance obligations include amounts related to contracts for which a fixed price contract value is not assigned when a reasonable estimate of the total transaction price can be made.

Remaining performance obligations include unrecognized revenues to be realized from uncompleted construction contracts. Although many of our construction contracts are subject to cancellation at the election of our customers, in accordance with industry practice, we do not limit the amount of unrecognized revenue included within remaining performance obligations for these contracts as the risk of cancellation is very low due to the inherent substantial economic penalty that our customers would incur upon cancellation or termination. We believe our reported remaining performance obligations for our construction contracts are firm and contract cancellations have not had a material adverse effect on us.

Remaining performance obligations also include unrecognized revenues expected to be realized over the remaining term of service contracts. However, to the extent a service contract includes a cancellation clause which allows for the termination of such contract by either party without a substantive penalty, the remaining contract term, and therefore, the amount of unrecognized revenues included within remaining performance obligations, is limited to the notice period required for the termination.

Our remaining performance obligations are comprised of: (a) original contract amounts, (b) change orders for which we have received written confirmations from our customers, (c) pending change orders for which we expect to receive confirmations in the ordinary course of business, (d) claim amounts that we have made against customers for which we have determined we have a legal basis under existing contractual arrangements and as to which the variable consideration constraint does not apply, and (e) other forms of variable consideration to the extent that such variable consideration has been included within the transaction price of our contracts. Such claim and other variable consideration amounts were immaterial for all periods presented.

Refer to the table below for additional information regarding our remaining performance obligations, including an estimate of when we expect to recognize such remaining performance obligations as revenue (in thousands):

	Within one year	Greater than one year
Remaining performance obligations:		
United States electrical construction and facilities services	$ 3,937,660	$ 1,026,195
United States mechanical construction and facilities services	5,621,652	1,307,648
United States building services	1,080,633	107,904
United States industrial services	171,972	—
Total operations	$10,811,917	$ 2,441,747

NOTE 4 - ACQUISITIONS AND DISPOSITIONS OF BUSINESSES

Acquisitions are accounted for utilizing the acquisition method of accounting and the prices paid for them are allocated to their respective assets and liabilities based upon the estimated fair value of such assets and liabilities at the dates of their respective acquisition by us.

On February 3, 2025, we completed the acquisition of Miller Electric Company ("Miller Electric"), a leading electrical contractor that operates predominantly across the Southeastern United States. Under the terms of the transaction, we acquired 100% of Miller Electric's capital stock for total cash consideration of approximately $876.8 million, inclusive of working capital and other customary adjustments. This acquisition complements our existing electrical construction capabilities in high-growth end markets and expands our geographic presence. The results of operations of Miller Electric have been included within our United States electrical construction and facilities services segment. For the period from February 3, 2025 to December 31, 2025, such acquisition contributed revenues of $1.09 billion and operating income of $21.3 million, net of amortization expense attributable to identifiable intangible assets of $40.5 million. In connection with this acquisition, we incurred $9.4 million of transaction related costs. These expenses were included in "Selling, general and administrative expenses" in the accompanying Consolidated Statement of Operations.

The following tables summarize the estimated fair values of the assets acquired and liabilities assumed as of the acquisition date (in thousands):

Assets:	
Cash and cash equivalents	$ 18,394
Accounts receivable [(1)]	222,355
Contract assets	23,120
Inventories	329
Prepaid expenses and other	7,284
Property, plant, and equipment	10,462
Operating lease right-of-use assets	30,345
Goodwill [(2)]	326,776
Identifiable intangible assets	475,000
Other assets	302
Total assets acquired	$ 1,114,367

(1) The fair value of accounts receivable acquired was $222.4 million, with the gross contractual amount being $224.4 million. We expect $2.0 million to be uncollectible.

(2) Goodwill is calculated as the excess of the consideration transferred over the fair value of the net assets acquired and represents the projected future economic benefits from this strategic acquisition.

Liabilities:	
Accounts payable	$ 68,147
Contract liabilities	104,595
Accrued payroll and benefits	9,838
Other accrued expenses and liabilities	22,746
Operating lease liabilities, current	2,573
Operating lease liabilities, long-term	27,771
Other long-term obligations	991
Total liabilities assumed	236,661
Noncontrolling interests	934
Net assets acquired	$ 876,772

NOTE 4 - ACQUISITIONS AND DISPOSITIONS OF BUSINESSES (Continued)

The following table summarizes the preliminary fair values of identifiable intangible assets (in thousands) and their estimated useful lives (in years). Refer to Note 10 - Fair Value Measurements of the notes to consolidated financial statements for additional information on the valuation methodologies utilized to determine fair value.

Miller Electric	Preliminary Fair Value	Estimated Useful Life
Customer relationships	$ 280,000	16.0
Contract backlog	40,000	1.5
Total intangible assets subject to amortization	320,000	14.2
Trade name	155,000	Indefinite
Total identifiable intangible assets	$ 475,000	

In addition to Miller Electric, during 2025, we acquired nine companies, for upfront consideration of $182.1 million, inclusive of customary working capital adjustments. These acquisitions are comprised of: (a) five companies that have been included in our United States mechanical construction and facilities services segment, including: (i) two companies in the Midwestern region of the United States that provide building automation controls and solutions to commercial, institutional, and industrial customers, (ii) a company that adds capabilities to our national fire protection offerings, (iii) a provider of mechanical construction and maintenance services in the Western region of the United States, and (iv) a full service mechanical contractor in the Northeast region of the United States, and (b) four companies that have been included in our United States building services segment, which enhance our building automation and controls or energy efficiency offerings. In connection with these acquisitions, we acquired working capital of $2.0 million and other net assets of $8.2 million and have preliminarily ascribed $67.2 million to goodwill and $104.7 million to identifiable intangible assets.

We expect that all of the goodwill and identifiable intangible assets acquired in connection with the acquisitions we completed during 2025 will be deductible for tax purposes. The purchase price allocations for three of the businesses acquired in 2025 are preliminary and subject to change during their respective measurement periods as we finalize asset valuations and certain tax matters, among other items. The finalization of these items may result in changes in the valuation of assets acquired or liabilities assumed.

During 2024, we acquired seven companies for upfront consideration of $231.1 million, inclusive of customary working capital adjustments. These acquisitions are comprised of: (a) an electrical contractor in the Southeast region of the United States, that has been included in our United States electrical construction and facilities services segment, (b) two companies that have been included within our United States mechanical construction and facilities services segment, including: (i) a leading plumbing services provider in the Southeast region of the United States and (ii) a full service provider of mechanical construction and maintenance services in Central Texas, (c) three companies that have been included in our United States building services segment, including: (i) a provider of building automation and controls solutions in the Northeast region of the United States, (ii) a mechanical services company in the Western region of the United States, and (iii) a mechanical services company in the Eastern region of the United States, and (d) an instrumentation and electrical contractor, that has been included in our United States industrial services segment, which provides electrical, automation, digital integration, and fabrication services to various energy sector and process equipment customers. In connection with these acquisitions, we acquired working capital of $29.0 million and other net assets of $1.1 million, and have ascribed $61.9 million to goodwill and $139.1 million to identifiable intangible assets. We expect that all of the goodwill and identifiable intangible assets acquired in connection with these 2024 acquisitions will be deductible for tax purposes.

During 2023, we acquired eight companies for total consideration of $99.6 million. Such acquisitions include: (a) a national energy efficiency specialty services firm, the results of operations of which have been included in our United States building services segment, and (b) seven companies, the results of operations of which were de minimis, consisting of: (i) three companies that have been included within our United States mechanical construction and facilities services segment, one of which provides mechanical and pipe fabrication services in the Midwestern region of the United States, and two of which add capabilities to our national fire protection services, and (ii) four mechanical services companies in the Western and Midwestern regions of the United States that have been included within our United States building services segment and enhance our presence in geographies where we have existing operations. In connection with these acquisitions, we acquired working capital of $9.1 million and other net liabilities of $6.1 million, including certain deferred tax liabilities, and have ascribed $37.4 million to goodwill and $59.2 million to identifiable intangible assets. We expect that $29.6 million of the goodwill and identifiable intangible assets acquired in connection with these 2023 acquisitions will be deductible for tax purposes.

NOTE 4 - ACQUISITIONS AND DISPOSITIONS OF BUSINESSES (Continued)

The purchase price allocations for the businesses acquired in 2024 and 2023 have been finalized during their respective measurement periods with an insignificant impact.

On December 1, 2025, we completed the sale of EMCOR (UK) Limited and EMCOR Group (UK) plc, which collectively represented our United Kingdom building services segment, for net proceeds of approximately $256.6 million. Such sale resulted in a pre-tax gain of $144.9 million, inclusive of the reclassification of $73.5 million from accumulated other comprehensive loss. Given the size of our United Kingdom operations, this transaction did not represent a strategic shift that had a major effect on the Company's operations and financial results and, therefore, is not presented as discontinued operations.

In connection with this sale, we incurred $10.7 million of transaction related costs. These expenses were included in "Selling, general and administrative expenses" in the accompanying Consolidated Statement of Operations.

NOTE 5 - EARNINGS PER SHARE

The following table summarizes our calculation of Basic and Diluted Earnings per Common Share ("EPS") for the years ended December 31, 2025, 2024, and 2023 (in thousands, except share and per share data):

	2025	2024	2023
Numerator:			
Net income attributable to EMCOR Group, Inc.	$ 1,272,817	$ 1,007,145	$ 632,994
Denominator:			
Weighted average shares outstanding used to compute basic earnings per common share	44,982,102	46,616,079	47,358,467
Effect of dilutive securities—Share-based awards	163,665	192,214	205,791
Shares used to compute diluted earnings per common share	45,145,767	46,808,293	47,564,258
Basic earnings per common share	$ 28.30	$ 21.61	$ 13.37
Diluted earnings per common share	$ 28.19	$ 21.52	$ 13.31

The number of outstanding share-based awards excluded from the computation of diluted EPS for the years ended December 31, 2025, 2024, and 2023 because they would be anti-dilutive were 7,393, 14,393, and 8,700, respectively.

NOTE 6 - INVENTORIES

Inventories in the accompanying Consolidated Balance Sheets consisted of the following amounts as of December 31, 2025 and 2024 (in thousands):

	December 31, 2025	December 31, 2024
Raw materials and construction materials	$ 119,789	$ 83,935
Work in process	6,463	11,732
Inventories	$ 126,252	$ 95,667

The increase in inventories as of December 31, 2025, compared to December 31, 2024, was a result of advanced purchases of materials and equipment for use on specific construction projects in an effort to mitigate the impact of long lead times.

NOTE 7 - PROPERTY, PLANT, AND EQUIPMENT

Property, plant, and equipment in the accompanying Consolidated Balance Sheets consisted of the following amounts as of December 31, 2025 and 2024 (in thousands):

	December 31, 2025	December 31, 2024
Machinery and equipment	$ 274,269	$ 243,354
Vehicles	73,208	83,422
Furniture and fixtures	32,363	29,150
Computer hardware/software	105,608	107,376
Land, buildings, and leasehold improvements	191,234	162,336
Construction in progress	24,796	13,059
Finance lease right-of-use assets [(1)]	6,111	6,009
	707,589	644,706
Accumulated depreciation and amortization	(454,312)	(437,217)
	$ 253,277	$ 207,489

(1) Finance lease right-of-use assets are recorded net of accumulated amortization.

Depreciation and amortization expense related to property, plant, and equipment, including finance leases, was $67.4 million, $56.7 million, and $51.8 million for the years ended December 31, 2025, 2024, and 2023, respectively.

NOTE 8 - GOODWILL, IDENTIFIABLE INTANGIBLE ASSETS, AND OTHER LONG-LIVED ASSETS

Goodwill

In connection with our acquisition of businesses, we have recorded goodwill, which represents the excess of the consideration transferred over the fair value of the net tangible and identifiable intangible assets acquired. Our goodwill balance at December 31, 2025 and 2024 was $1.41 billion and $1.02 billion, respectively, with goodwill attributable to companies acquired in 2025 and 2024 valued at $394.0 million and $61.9 million, respectively. Goodwill is not amortized but instead allocated to its respective reporting unit and evaluated for impairment annually, or more frequently if events or circumstances indicate that the carrying amount of goodwill may be impaired. We have determined that our reporting units are consistent with the reportable segments identified in Note 18 - Segment Information of the notes to consolidated financial statements. As of December 31, 2025, approximately 36.7% of our goodwill related to our United States electrical construction and facilities services segment, approximately 28.5% of our goodwill related to our United States mechanical construction and facilities services segment, approximately 26.0% of our goodwill related to our United States building services segment and approximately 8.8% of our goodwill related to our United States industrial services segment.

Absent any earlier identified impairment indicators, we perform our annual goodwill impairment assessment on October 1 each fiscal year. Qualitative indicators that may trigger the need for interim quantitative impairment testing include, among others, deterioration in macroeconomic conditions, declining financial performance, deterioration in the operational environment, or an expectation of selling or disposing of a portion of a reporting unit. Additionally, an interim impairment test may be triggered by a significant change in business climate, a loss of a significant customer, increased competition, or a sustained decrease in share price. In assessing whether our goodwill is impaired, we compare the fair value of the reporting unit to its carrying amount, including goodwill. If the fair value exceeds the carrying amount, no impairment is recognized. However, if the carrying amount of the reporting unit exceeds the fair value, the goodwill of the reporting unit is impaired and an impairment loss in the amount of the excess is recognized and charged to operations.

We performed our annual impairment assessment of all reporting units as of October 1, 2025 and determined there was no impairment of goodwill. In completing our annual impairment assessment, we determined the fair value of each of our reporting units using an income approach whereby fair value was calculated utilizing discounted estimated future cash flows, assuming a risk-adjusted industry weighted average cost of capital. The weighted average cost of capital used in our annual impairment testing was 10.4% for our United States construction segments, 11.0% for our United States building services segment, and 10.6% for our United States industrial services segment. These weighted average cost of capital estimates were developed with the assistance of an independent third-party valuation specialist and reflect the overall level of inherent risk within the respective reporting unit and the rate of return a market participant would expect to earn. Our cash flow projections were derived from our most recent internal forecasts of anticipated revenue growth rates and operating margins, with cash flows beyond the discrete forecast period estimated using a terminal value calculation which incorporated historical and forecasted trends, an estimate of long-term growth rates, and assumptions about the future demand for our services. The perpetual growth rate used for our annual testing was 2.5% for all of our reporting units.

NOTE 8 - GOODWILL, IDENTIFIABLE INTANGIBLE ASSETS, AND OTHER LONG-LIVED ASSETS (Continued)

For each of the years ended December 31, 2025, 2024 and 2023, no impairment of our goodwill was recognized.

Due to the inherent uncertainties involved in making estimates, our assumptions may change in future periods. Estimates and assumptions made for purposes of our goodwill impairment testing may prove to be inaccurate predictions of the future, and other factors used in assessing fair value, such as the weighted average cost of capital, are outside the control of management. Unfavorable changes in certain of these key assumptions may affect future testing results. For example, keeping all other assumptions constant, a 50 basis point increase in the weighted average cost of capital would cause the estimated fair values of our United States electrical construction and facilities services segment, our United States mechanical construction and facilities services segment, our United States building services segment, and our United States industrial services segment to decrease by approximately $445.2 million, $609.5 million, $99.5 million, and $25.3 million, respectively. In addition, keeping all other assumptions constant, a 50 basis point reduction in the perpetual growth rate would cause the estimated fair values of our United States electrical construction and facilities services segment, our United States mechanical construction and facilities services segment, our United States building services segment, and our United States industrial services segment to decrease by approximately $242.3 million, $342.4 million, $49.2 million, and $9.9 million, respectively. Given the amounts by which the fair value exceeds the carrying value for each of our reporting units, the decreases in estimated fair values described above would not have significantly impacted the results of our 2025 impairment tests. Further, for each of our reporting units, a 10% decline in the estimated fair value of such reporting unit, due to other changes in our assumptions, including forecasted future cash flows, would not have significantly impacted the results of our 2025 impairment tests.

The changes in the carrying amount of goodwill by reportable segment during the years ended December 31, 2025 and 2024 were as follows (in thousands):

	United States electrical construction and facilities services segment	United States mechanical construction and facilities services segment	United States building services segment	United States industrial services segment	Total
Balance at December 31, 2023	$ 178,013	$ 318,353	$ 346,095	$ 114,088	$ 956,549
Acquisitions	13,739	26,111	12,210	9,806	61,866
Balance at December 31, 2024	191,752	344,464	358,305	123,894	1,018,415
Acquisitions	326,810	58,022	9,167	—	393,999
Balance at December 31, 2025	$ 518,562	$ 402,486	$ 367,472	$ 123,894	$ 1,412,414

The aggregate goodwill balance as of December 31, 2023 included $493.6 million of accumulated impairment charges, which were comprised of $139.5 million within our United States building services segment and $354.1 million within our United States industrial services segment.

Identifiable Intangible Assets and Other Long-Lived Assets

Our identifiable intangible assets, arising out of the acquisition of businesses, include customer relationships, subsidiary trade names, contract backlog, and developed technology/vendor network, all of which are subject to amortization. In addition, our identifiable intangible assets include certain other subsidiary trade names, which are indefinite-lived and therefore not subject to amortization.

Absent earlier indicators of impairment, we test for impairment of subsidiary trade names that are not subject to amortization on an annual basis (October 1). In performing this test, we calculate the fair value of each trade name using the "relief from royalty payments" methodology. This approach involves two steps: (a) estimating reasonable royalty rates for each trade name and (b) applying these royalty rates to a net revenue stream and discounting the resulting cash flows to determine fair value. This fair value is then compared with the carrying value of each trade name. If the carrying amount of the trade name is greater than the implied fair value of the trade name, an impairment in the amount of the excess is recognized and charged to operations. For each of the years ended December 31, 2025, 2024, and 2023, no impairment of our indefinite-lived trade name intangible assets was recognized.

NOTE 8 - GOODWILL, IDENTIFIABLE INTANGIBLE ASSETS, AND OTHER LONG-LIVED ASSETS (Continued)

We review for impairment of identifiable intangible assets that are being amortized as well as other long-lived assets whenever facts and circumstances indicate that their carrying values may not be fully recoverable. This test compares their carrying values to the undiscounted pre-tax cash flows expected to result from the use of the assets. If the assets are impaired, the assets are written down to their fair values, generally determined based on their discounted estimated future cash flows. In 2023, we identified facts and circumstances that indicated the carrying values of certain long-lived assets within our United States mechanical construction and facilities services segment may not be fully recoverable. As a result, we determined that these assets were impaired, and recognized a $2.4 million impairment charge. For the years ended December 31, 2025, 2024, and 2023, there were no other indicators of impairment with respect to identifiable intangible assets that are being amortized as well as other long-lived assets.

Identifiable intangible assets as of December 31, 2025 and 2024 consisted of the following (in thousands):

	December 31, 2025			
	Gross Carrying Amount	Accumulated Amortization	Accumulated Impairment Charge	Total
Customer relationships	$ 1,255,279	$ (624,990)	$ (4,834)	$ 625,455
Trade names (indefinite-lived)	503,071	—	(58,933)	444,138
Contract backlog	147,595	(123,164)	—	24,431
Developed technology/Vendor network	95,661	(87,888)	—	7,773
Trade names (finite-lived)	40,491	(33,460)	—	7,031
Total	$ 2,042,097	$ (869,502)	$ (63,767)	$ 1,108,828

	December 31, 2024			
	Gross Carrying Amount	Accumulated Amortization	Accumulated Impairment Charge	Total
Customer relationships	$ 902,216	$ (543,913)	$ (4,834)	$ 353,469
Trade names (indefinite-lived)	330,271	—	(58,933)	271,338
Contract backlog	96,045	(93,460)	—	2,585
Developed technology/Vendor network	95,661	(83,338)	—	12,323
Trade names (finite-lived)	38,491	(30,026)	—	8,465
Total	$ 1,462,684	$ (750,737)	$ (63,767)	$ 648,180

Identifiable intangible assets attributable to businesses acquired in 2025 and 2024 have been valued at $579.7 million and $139.1 million, respectively, and consist of customer relationships, trade names, and contract backlog. See Note 4 - Acquisitions and Dispositions of Businesses of the notes to consolidated financial statements for additional information with respect to acquisitions.

Identifiable intangible assets are amortized in a manner that best approximates the pattern in which the economic benefits of such assets are consumed, which is generally on a straight-line basis. The weighted average amortization periods for the unamortized balances remaining are, in the aggregate, approximately 10.50 years, which are comprised of the following: 11.00 years for customer relationships, 4.50 years for trade names, 0.75 years for contract backlog, and 1.75 years for developed technology/vendor network.

Amortization expense related to identifiable intangible assets with finite lives was $119.1 million, $77.0 million, and $67.1 million for the years ended December 31, 2025, 2024, and 2023, respectively.

NOTE 8 - GOODWILL, IDENTIFIABLE INTANGIBLE ASSETS, AND OTHER LONG-LIVED ASSETS (Continued)

The following table presents the estimated future amortization expense of identifiable intangible assets in the following years (in thousands):

2026	$ 113,570
2027	75,612
2028	66,541
2029	60,660
2030	54,028
Thereafter	294,279
	$ 664,690

Other Considerations

As referenced above, impairment testing is based upon assumptions and estimates determined by management from a review of our operating results and business plans as well as forecasts of anticipated growth rates and margins, among other considerations. In addition, estimates of weighted average costs of capital are developed with the assistance of an independent third-party valuation specialist. These assumptions and estimates may change in future periods. Significant adverse changes to external market conditions or our internal forecasts, if any, could result in future impairment charges. It is not possible at this time to determine if any future impairment charge will result or, if it does, whether such a charge would be material to our results of operations.

NOTE 9 - DEBT

Excluding finance lease liabilities, we had no outstanding debt as of December 31, 2025 and 2024. Refer to Note 16 - Leases of the notes to consolidated financial statements for additional information regarding our finance leases, including outstanding balances.

Credit Agreement

We have a credit agreement dated December 20, 2023 (the "2023 Credit Agreement"), which provides for a $1.30 billion revolving credit facility (the "2023 Revolving Credit Facility") expiring December 20, 2028. If additional lenders are identified and/or existing lenders are willing to increase their current commitments, we may increase the 2023 Revolving Credit Facility by an amount equal to the greater of: (a) $900 million or (b) the Company's Adjusted EBITDA (as such term is defined in the 2023 Credit Agreement) for the twelve-month period ending immediately prior to the increase in commitment. We may allocate up to $600.0 million of available capacity under the 2023 Revolving Credit Facility to letters of credit for our account or for the account of any of our subsidiaries.

There were no direct borrowings outstanding under the 2023 Revolving Credit Facility as of December 31, 2025 and 2024. However, outstanding letters of credit reduce the available capacity under this facility and, as of December 31, 2025 and 2024, we had $73.1 million and $71.2 million of letters of credit outstanding, respectively.

At the Company's election, borrowings under the 2023 Revolving Credit Facility bear interest at either: (1) a base rate plus a margin of 0.125% to 0.875%, depending on the Company's Leverage Ratio (as such term is defined in the 2023 Credit Agreement), or (2) a rate equal to the secured overnight financing rate as administered by the Federal Reserve Bank of New York for the applicable tenor plus 0.10% ("Adjusted Term SOFR") plus a margin of 1.125% to 1.875%, depending on the Company's Leverage Ratio. The base rate is determined by the greater of: (a) the prime commercial lending rate announced by Bank of Montreal from time to time, (b) the federal funds effective rate, plus ½ of 1.00%, (c) Adjusted Term SOFR for a one-month tenor, plus 1.00%, or (d) 0.00%.

A commitment fee is payable on the average daily unused amount of the 2023 Revolving Credit Facility, which ranges from 0.125% to 0.25%, depending on the Company's Leverage Ratio. The fee was 0.125% of the unused amount as of December 31, 2025 and 2024. Fees for letters of credit issued under the 2023 Revolving Credit Facility range from 0.85% to 1.875% of the respective face amounts of outstanding letters of credit, depending on the nature of the letter of credit, and are computed depending on the Company's Leverage Ratio.

NOTE 9 - DEBT (Continued)

Obligations under the 2023 Credit Agreement are guaranteed by most of our direct and indirect subsidiaries and are secured by substantially all of our assets. The 2023 Credit Agreement contains customary covenants providing for, among other things, the maintenance of certain financial ratios and certain limitations on the payment of dividends, common stock repurchases, investments, acquisitions, indebtedness, and capital expenditures. We were in compliance with all such covenants as of December 31, 2025 and 2024.

NOTE 10 - FAIR VALUE MEASUREMENTS

For disclosure purposes, we utilize a fair value hierarchy to categorize qualifying assets and liabilities into three broad levels based on the priority of the inputs used to determine their fair values. The hierarchy, which gives the highest priority to unadjusted quoted prices in active markets for identical assets and liabilities and the lowest priority to unobservable inputs, is comprised of the following three levels:

Level 1 – Unadjusted quoted prices in active markets for identical assets and liabilities.

Level 2 – Observable inputs, other than Level 1 inputs, that are directly or indirectly observable for the asset or liability, including quoted prices for similar assets and liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; and model-derived valuations whose inputs are observable or whose significant value drivers are observable.

Level 3 – Significant unobservable inputs that reflect the reporting entity's own assumptions.

Recurring Fair Value Measurements

The following tables summarize the assets and liabilities carried at fair value measured on a recurring basis as of December 31, 2025 and 2024 (in thousands):

	Assets at Fair Value as of December 31, 2025			
Asset Category	**Level 1**	**Level 2**	**Level 3**	**Total**
Cash and cash equivalents [1]	$1,111,968	$ —	$ —	$1,111,968
Deferred compensation plan assets [2]	75,627	—	—	75,627
Total	$1,187,595	$ —	$ —	$1,187,595

	Assets at Fair Value as of December 31, 2024			
Asset Category	**Level 1**	**Level 2**	**Level 3**	**Total**
Cash and cash equivalents [1]	$1,339,550	$ —	$ —	$1,339,550
Deferred compensation plan assets [2]	61,242	—	—	61,242
Restricted cash [3]	845	—	—	845
Total	$1,401,637	$ —	$ —	$1,401,637

(1) Cash and cash equivalents consist of deposit accounts and money market funds with original maturity dates of three months or less, which are Level 1 assets. At December 31, 2025 and 2024, we had $870.5 million and $1.09 billion, respectively, in money market funds. From time to time, we have cash balances in certain of our bank accounts that exceed federally insured limits.

(2) Deferred compensation plan assets are classified as "Other assets" in the Consolidated Balance Sheets.

(3) Restricted cash is classified as "Prepaid expenses and other" in the Consolidated Balance Sheet. Restricted cash represents cash held in account for use on customer contracts.

NOTE 10 - FAIR VALUE MEASUREMENTS (Continued)

Nonrecurring Fair Value Measurements

We have recorded goodwill and identifiable intangible assets in connection with our business acquisitions. Such assets are measured at fair value at the time of acquisition based on valuation techniques that appropriately represent the methods which would be used by other market participants in determining fair value. We determine the fair value of our trade name intangible assets by utilizing the relief from royalty payments methodology. This approach involves two steps: (a) estimating a reasonable royalty rate for the trade name and (b) applying this royalty rate to a net revenue stream and discounting the resulting cash flows to determine fair value. Key assumptions under this method are future revenues, royalty rate, and discount rate. The fair value of our intangible assets related to contract backlog and customer relationships is determined using the multi-period excess earnings method. Key assumptions in the valuation of customer relationship intangible assets are revenue growth, operating margin, customer attrition rate, and discount rate. Backlog intangible assets are based on future revenue from contracts already awarded at the time of acquisition. Key assumptions in the valuation of backlog intangible assets include operating margin and discount rate. Other assumptions utilized in these valuation techniques include tax rate and contributory asset charges. In addition, goodwill, intangible assets, and certain other long-lived assets are tested for impairment using similar valuation methodologies to determine the fair value of such assets. Periodically, we engage an independent third-party valuation specialist to assist with the valuation process, including the selection of appropriate methodologies and the development of market-based assumptions. The inputs used for these nonrecurring fair value measurements represent Level 3 inputs.

Fair Value of Financial Instruments

We believe that the carrying values of our financial instruments, which include accounts receivable and other financing commitments, approximate their fair values due primarily to their short-term maturities and low risk of counterparty default. Although there were no outstanding borrowings under our 2023 Credit Agreement as of December 31, 2025 and 2024, the carrying value of any debt associated with this agreement would approximate its fair value due to the variable rate on such debt.

NOTE 11 - INCOME TAXES

For the years ended December 31, 2025, 2024, and 2023, our income tax provision was calculated based on income before income taxes as follows (in thousands):

	2025	2024	2023
United States	$ 1,695,149	$ 1,349,469	$ 844,002
Foreign	26,475	27,913	28,851
	$ 1,721,624	$ 1,377,382	$ 872,853

Foreign income for each of the years presented was earned in the United Kingdom.

The income tax provision for the years ended December 31, 2025, 2024, and 2023 consisted of the following (in thousands):

	2025	2024	2023
Current provision:			
Federal	$ 356,795	$ 299,203	$ 187,463
State and local	102,560	94,647	62,316
Foreign	5,507	5,502	6,396
	464,862	399,352	256,175
Deferred provision (benefit):			
Federal	$ (11,596)	$ (24,024)	$ (13,764)
State and local	(5,604)	(6,483)	(3,190)
Foreign	1,145	1,392	303
	(16,055)	(29,115)	(16,651)
Income tax provision	$ 448,807	$ 370,237	$ 239,524

NOTE 11 - INCOME TAXES (Continued)

For the year ended December 31, 2025, our income tax provision was $448.8 million compared to $370.2 million for the year ended December 31, 2024 and $239.5 million for the year ended December 31, 2023. The increase in the income tax provision year-over-year was primarily due to increased income before income taxes, including a $144.9 million pre-tax gain on the sale of our United Kingdom operations, which resulted in $25.1 million of income taxes.

The income tax rates on income before income taxes for the years ended December 31, 2025, 2024, and 2023 were 26.1%, 26.9%, and 27.5%, respectively.

Items accounting for the differences between income taxes computed at the federal statutory rate and the income tax provision for the years ended December 31, 2025, 2024, and 2023 were as follows (in thousands, except for percentages):

	2025		2024		2023	
	Amount	%	Amount	%	Amount	%
U.S. federal statutory tax rate	$ 361,541	21.0 %	$ 289,250	21.0 %	$ 183,230	21.0 %
State and local income taxes, net of federal income tax effect [1]	75,588	4.4 %	69,202	5.0 %	46,752	5.4 %
Foreign tax effects [2]	1,092	0.1 %	1,032	0.1 %	640	0.1 %
Effect of cross-border tax laws:						
Global intangible low-taxed income [3]	22,088	1.3 %	—	— %	—	— %
Subpart F income inclusion	3,054	0.2 %	—	— %	—	— %
Nontaxable or nondeductible items:						
Reversal of book gain on sale of United Kingdom operations	(30,424)	(1.8)%	—	— %	—	— %
Other permanent differences	17,122	1.0 %	12,221	0.9 %	9,513	1.1 %
Other adjustments	(1,254)	(0.1)%	(1,468)	(0.1)%	(611)	(0.1)%
Effective tax rate	$ 448,807	26.1 %	$ 370,237	26.9 %	$ 239,524	27.5 %

(1) For the years ended December 31, 2025, 2024, and 2023, the jurisdictions making up the majority of state and local income taxes were:
2025: California, Virginia, Indiana, Oregon, New York, Georgia, and Massachusetts.
2024: California, Virginia, New Jersey, New York, New York City, Georgia, and Oregon.
2023: California, New York, New York City, Indiana, Oregon, Illinois, Pennsylvania, and Virginia.

(2) Represents the statutory rate difference between the United Kingdom and United States.

(3) The Company's policy is to recognize the minimum tax on global intangible low-taxed income as an expense in the period incurred.

Income taxes paid (net of refunds received) for the years ended December 31, 2025, 2024, and 2023 were as follows (in thousands):

	2025	2024	2023
Federal	$ 358,800	$ 306,300	$ 167,600
State and local	119,404	97,681	55,981
Foreign	5,220	5,381	6,915
Total	$ 483,424	$ 409,362	$ 230,496

We file a consolidated federal income tax return including all of our U.S. subsidiaries with the Internal Revenue Service. We additionally file income tax returns with various state, local, and foreign tax agencies. Our income tax returns are subject to audit by various taxing authorities and are currently under examination for the years 2021 through 2024.

On March 11, 2021, the American Rescue Plan Act was signed into law. Such act includes certain tax provisions that could have an impact on the Company in future periods, including expanded limits on compensation deductions under Section 162(m) of the Internal Revenue Code for tax years beginning after December 31, 2026. We are currently evaluating the impact that this act may have on our financial position and/or results of operations; however, we anticipate that the expanded provisions of Section 162(m) will result in an increase in our effective income tax rate for years beginning after December 31, 2026.

NOTE 11 - INCOME TAXES (Continued)

On August 16, 2022, the Inflation Reduction Act of 2022 was signed into law. Such act created a 15% corporate alternative minimum tax on profits of corporations whose average annual adjusted financial statement income exceeds $1.0 billion for any consecutive three-tax-year period preceding the then current tax year. Based on our average annual adjusted financial statement income for the preceding three years, which was below the aforementioned $1.0 billion threshold, as well as the fact that our effective federal income tax rate is in excess of the 15% alternative minimum tax rate, this alternative minimum tax did not have an impact on our financial position and/or results of operations for the years ended December 31, 2025, 2024, and 2023.

On July 4, 2025, the U.S. government enacted The One Big Beautiful Bill Act of 2025 ("OBBBA"). The OBBBA makes permanent key elements of the Tax Cuts and Jobs Act, including accelerated bonus depreciation. The enactment of this legislation did not have a material impact on our annual effective tax rate for 2025.

Deferred income tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the financial statement and income tax bases of assets and liabilities. The deferred income tax assets and deferred income tax liabilities recorded as of December 31, 2025 and 2024 were as follows (in thousands):

	December 31, 2025	December 31, 2024
Deferred income tax assets:		
Excess of amounts expensed for financial statement purposes over amounts deducted for income tax purposes:		
Insurance liabilities	$ 69,064	$ 69,664
Operating lease liabilities	117,897	102,667
Deferred compensation	85,020	76,042
Other (including liabilities and reserves)	41,197	49,715
Total deferred income tax assets	313,178	298,088
Valuation allowance for deferred tax assets	(4,148)	(5,076)
Net deferred income tax assets	309,030	293,012
Deferred income tax liabilities:		
Costs capitalized for financial statement purposes and deducted for income tax purposes:		
Goodwill and identifiable intangible assets	(147,496)	(172,613)
Operating lease right-of-use assets	(110,550)	(94,800)
Depreciation of property, plant, and equipment	(42,532)	(33,284)
Pension asset	(202)	(6,082)
Other	(12,819)	(14,664)
Total deferred income tax liabilities	(313,599)	(321,443)
Net deferred income tax liabilities	$ (4,569)	$ (28,431)

Our net deferred income tax liabilities of $4.6 million and $28.4 million as of December 31, 2025 and 2024, respectively, were included in "Other long-term obligations" in the accompanying Consolidated Balance Sheets.

Valuation allowances are established when necessary to reduce deferred income tax assets when it is more likely than not that a tax benefit will not be realized. As of December 31, 2025 and 2024, the total valuation allowance on deferred income tax assets, related to state and local net operating losses, foreign net operating losses, and foreign income tax credit carryovers, was approximately $4.1 million and $5.1 million, respectively. The year-over-year decrease was a result of the release of valuation allowances on deferred tax assets for state net operating loss carryovers that we determined are now likely to be utilized.

Realization of our deferred income tax assets is dependent on our generating sufficient taxable income in the jurisdictions in which such deferred tax assets will reverse. Although realization is not assured, based on current projections of future taxable income, we believe it is more likely than not that the deferred income tax assets, net of the valuation allowances discussed above, will be realized. However, revisions to our forecasts or declining macroeconomic conditions could result in changes to our assessment of the realization of these deferred income tax assets.

NOTE 12 - COMMON STOCK

As of December 31, 2025 and 2024, there were 44,520,367 and 45,810,125 shares of our common stock outstanding, respectively.

We have paid quarterly dividends since October 25, 2011. During 2025, we paid a regular quarterly dividend of $0.25 per share. In December 2025, our Board of Directors (the "Board") announced its intention to increase the regular quarterly dividend to $0.40 per share commencing with the dividend to be paid in January 2026.

In September 2011, the Board authorized a share repurchase program allowing us to begin repurchasing shares of our outstanding common stock. Subsequently, the Board has from time to time increased the amount authorized for repurchases under such program. Since the inception of the repurchase program, through December 31, 2025, the Board has authorized us to repurchase up to $3.65 billion of our outstanding common stock. During the year ended December 31, 2025, we repurchased approximately 1.4 million shares of our common stock for approximately $578.9 million, inclusive of the applicable excise tax. Since the inception of the repurchase program through December 31, 2025, we have repurchased approximately 28.5 million shares of our common stock for approximately $2.97 billion. As of December 31, 2025, there remained authorization for us to repurchase approximately $680.6 million of our shares. The repurchase program has no expiration date, does not obligate the Company to acquire any particular amount of common stock, and may be suspended, recommenced, or discontinued at any time or from time to time without prior notice. We may repurchase our shares from time to time to the extent permitted by securities laws and other legal requirements, including provisions in our 2023 Credit Agreement placing limitations on such repurchases.

NOTE 13 - SHARE-BASED COMPENSATION PLANS

We have an incentive plan under which stock awards, stock units, and other share-based compensation may be granted to officers, non-employee directors, and key employees of the Company. Under the terms of this plan, 3,250,000 shares were authorized, and 555,142 shares remain available for grant or issuance as of December 31, 2025. Any issuances under this plan are valued at the fair market value of our common stock on the grant date. Forfeitures are recognized as they occur.

The following table summarizes activity regarding restricted stock units since December 31, 2022:

	Shares	Weighted Average Price
Balance, December 31, 2022	317,594	$ 100.83
Granted	103,024	$ 156.06
Forfeited	(3,018)	$ 118.59
Vested	(122,751)	$ 90.38
Balance, December 31, 2023	294,849	$ 124.30
Granted	93,636	$ 279.05
Forfeited	(409)	$ 185.51
Vested	(139,262)	$ 105.65
Balance, December 31, 2024	248,814	$ 192.87
Granted	48,150	$ 483.10
Forfeited	(3,799)	$ 227.60
Vested	(94,564)	$ 148.91
Balance, December 31, 2025	198,601	$ 283.51

An aggregate of 30,566 restricted stock units granted to current and former non-employee directors vested as of December 31, 2025, but, at the election of such directors, issuance has been deferred for up to 10 years from the date of vest. In addition, an aggregate of 5,269 restricted stock units granted to former employees vested as of December 31, 2025 but, in accordance with plan documents, were not issued until January 2026.

We recognized approximately $20.6 million, $20.0 million, and $13.7 million of compensation expense for stock units awarded to non-employee directors and employees pursuant to our incentive plan for the years ended December 31, 2025, 2024, and 2023, respectively. We have approximately $16.8 million of compensation expense, net of income taxes, which will be recognized over the remaining vesting periods of up to 3 years.

NOTE 13 - SHARE-BASED COMPENSATION PLANS (Continued)

The income tax benefit derived in 2025, 2024, and 2023 as a result of share-based compensation was approximately $7.0 million, $5.7 million, and $3.3 million, respectively, of which approximately $5.0 million, $4.0 million, and $1.7 million, respectively, represented excess tax benefits.

NOTE 14 - RETIREMENT PLANS

Defined Benefit Plans

The funded status of our defined benefit plans, which represents the difference between the fair value of plan assets and the projected benefit obligations, is recognized in the Consolidated Balance Sheets with a corresponding adjustment to accumulated other comprehensive income (loss). Gains and losses for the differences between actuarial assumptions and actual results are recognized through accumulated other comprehensive income (loss).

United Kingdom Retirement Plan

Prior to the sale of our United Kingdom operations on December 1, 2025, we sponsored a defined benefit pension plan in the United Kingdom (the "UK Plan"). In connection with such sale, all obligations, as well as the associated assets and liabilities of the UK Plan, transferred to the buyer. Refer to Note 4 - Acquisitions and Dispositions of Businesses of the notes to consolidated financial statements for additional information.

The change in the benefit obligation and plan assets of the UK Plan for the year ended December 31, 2024 consisted of the following components (in thousands):

	2024
Change in pension benefit obligation	
Benefit obligation at beginning of year	$ 204,097
Interest cost	9,569
Actuarial gain	(19,602)
Benefits paid	(11,522)
Foreign currency exchange rate changes	(3,075)
Benefit obligation at end of year	179,467
Change in pension plan assets	
Fair value of plan assets at beginning of year	223,077
Actual loss on plan assets	(5,240)
Employer contributions	816
Benefits paid	(11,522)
Foreign currency exchange rate changes	(3,514)
Fair value of plan assets at end of year	203,617
Funded status at end of year	$ 24,150

The funded status of the UK Plan of $24.2 million as of December 31, 2024, is included in "Other assets" in the accompanying Consolidated Balance Sheet.

The discount rate and rate of inflation used to determine the benefit obligation of the UK Plan as of December 31, 2024 was 5.5% and 2.9% respectively.

NOTE 14 - RETIREMENT PLANS (Continued)

The components of net periodic pension (income) cost of the UK Plan for the years ended December 31, 2025, 2024, and 2023 were as follows (in thousands):

	2025	2024	2023
Interest cost	$ 9,263	$ 9,569	$ 9,722
Expected return on plan assets	(11,862)	(13,010)	(11,417)
Amortization of unrecognized loss	2,502	2,625	2,611
Net periodic pension (income) cost	$ (97)	$ (816)	$ 916

The assumptions used to determine net periodic pension (income) cost of the UK Plan for the years ended December 31, 2025, 2024, and 2023 were as follows:

	2025	2024	2023
Discount rate	5.5 %	4.8 %	5.0 %
Annual rate of return on plan assets	6.5 %	6.3 %	5.7 %

The investment policies and strategies for the assets of the UK Plan were established by its trustees (who were independent of the Company) to achieve a reasonable balance between risk, likely return, and administration expense, as well as to maintain investment balances at a level to meet minimum funding requirements. The weighted average asset allocations and weighted average target allocations at December 31, 2024 were as follows:

Asset Category	Target Asset Allocation 2024	Actual December 31, 2024
Debt	91.0 %	82.6 %
Cash and cash equivalents	— %	7.7 %
Real estate	9.0 %	9.7 %
Total	100.0 %	100.0 %

Plan assets of our UK Plan were invested through third-party fund managers in various investments with underlying holdings which, as of December 31, 2024, consisted of: (a) cash and cash equivalents, primarily held as collateral for other financial instruments, (b) debt securities, which include: (i) United Kingdom government debt, (ii) United States, United Kingdom, other European, and emerging market corporate debt, and (iii) real estate debt, and (c) real estate assets, which represent trusts which invest directly or indirectly in various properties throughout the United Kingdom.

The following table sets forth the fair value of assets of the UK Plan as of December 31, 2024 (in thousands):

	Assets at Fair Value as of December 31, 2024			
Asset Category	Level 1	Level 2	Level 3	Total
Corporate debt funds	$ —	$ 39,972	$ —	$ 39,972
Government bond funds	—	48,959	—	48,959
Cash and cash equivalents	15,697	—	—	15,697
Total plan assets in fair value hierarchy	$ 15,697	$ 88,931	$ —	104,628
Plan assets measured using NAV as a practical expedient: (1)				
Debt funds				79,152
Real estate funds				19,837
Total plan assets at fair value				$ 203,617

(1) Certain investments measured using net asset value ("NAV") as a practical expedient have not been classified in the fair value hierarchy. The fair value amounts presented in the table are intended to permit reconciliation of the fair value hierarchy to the total fair value of plan assets. NAV is determined by the respective fund manager based on the fair value of the underlying assets held by the fund, less its liabilities, divided by the number of units outstanding.

NOTE 14 - RETIREMENT PLANS (Continued)

Assets of the UK Plan were allocated within the fair value hierarchy discussed in Note 10 - Fair Value Measurements, based on the nature of the investment. Level 1 assets represented cash and cash equivalents. Level 2 assets consisted of corporate debt funds and government bond funds whose underlying investments were valued using observable marketplace inputs. The fair value of the Level 2 assets were generally determined under a market approach using valuation models that incorporated observable inputs such as interest rates, bond yields, and quoted prices.

Investments valued using NAV as a practical expedient were excluded from the fair value hierarchy. These investments included: (a) funds which invested predominantly in senior secured debt instruments, targeting diversity across regions and sectors, as well as funds which invested in diversified credit vehicles, primarily through U.S. corporate debt, global credit, and other structured debt instruments, and (b) funds which aimed to provide long-term income through investment in UK property assets. These investments were redeemable at NAV, generally determined on a quarterly basis, with redemption notice periods of up to 180 days.

The methods described above may produce fair values that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Company believes the valuation methodologies were appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Other Retirement Plans

We also sponsor three domestic retirement plans in which participation by new individuals is frozen. Amounts related to such plans were de minimis for all periods presented.

Defined Contribution Plans

We have defined contribution retirement and savings plans that cover eligible employees in the United States. Contributions to these plans are based on a percentage of the employee's base compensation. The expenses recognized for employer contributions to these plans were approximately $48.9 million for the year ended December 31, 2025, $44.0 million for the year ended December 31, 2024, and $36.7 million for the year ended December 31, 2023. At our discretion and subject to applicable plan documents, we may make additional supplemental matching contributions to one of our defined contribution retirement and savings plans. The expenses recognized related to additional supplemental matching contributions for the years ended December 31, 2025, 2024, and 2023 were approximately $16.0 million, $13.2 million, and $10.2 million, respectively.

Prior to the sale of our United Kingdom operations on December 1, 2025, we also had certain defined contribution retirement plans in the United Kingdom. The expenses recognized related to employer matching contributions were approximately $12.2 million for the year ended December 31, 2025 and $7.4 million for each of the years ended December 31, 2024 and 2023.

Multiemployer Plans

We participate in approximately 200 multiemployer pension plans ("MEPPs") that provide retirement benefits to certain union employees in accordance with various collective bargaining agreements ("CBAs"). As one of many participating employers in an MEPP, we are potentially liable with the other participating employers for any plan underfunding, either through an increase in our required contributions or, in the case of our withdrawal from the plan, a payment based upon our proportionate share of the plan's unfunded benefits, in each case, as described below. Our contributions to a particular MEPP are established by the applicable CBAs; however, our required contributions may increase based on the funded status of an MEPP and legal requirements of the Pension Protection Act of 2006 (the "PPA"), which requires substantially underfunded MEPPs to implement a funding improvement plan ("FIP") or a rehabilitation plan ("RP") to improve their funded status. Factors that could impact the funded status of an MEPP include, without limitation, investment performance, changes in the participant demographics, decline in the number of contributing employers, changes in actuarial assumptions, and the utilization of extended amortization provisions.

An FIP or RP requires a particular MEPP to adopt measures to correct its underfunding status. These measures may include, but are not limited to: (a) an increase in our contribution rate as a signatory to the applicable CBA, (b) a reallocation of the contributions already being made by participating employers for various benefits to individuals participating in the MEPP, and/or (c) a reduction in the benefits to be paid to future and/or current retirees. In addition, the PPA requires that a 5% surcharge be levied on employer contributions for the first year commencing after the date the employer receives notice that the MEPP is in critical status and a 10% surcharge on each succeeding year until a CBA is in place with terms and conditions consistent with the RP.

NOTE 14 - RETIREMENT PLANS (Continued)

We could also be obligated to make payments to MEPPs if we either cease to have an obligation to contribute to the MEPP or significantly reduce our contributions to the MEPP because we reduce our number of employees who are covered by the relevant MEPP for various reasons, including, but not limited to, layoffs or closure of a subsidiary assuming the MEPP has unfunded vested benefits. The amount of such payments (known as a complete or partial withdrawal liability) would equal our proportionate share of the MEPPs' unfunded vested benefits. We believe that certain of the MEPPs in which we participate may have unfunded vested benefits. Due to uncertainty regarding future factors that could trigger withdrawal liability, as well as the absence of specific information regarding the MEPP's current financial situation, we are unable to determine: (a) the amount and timing of a future withdrawal liability, if any, and (b) whether our participation in these MEPPs could have a material adverse impact on our financial position, results of operations, or liquidity. We did not record any material withdrawal liabilities for the years ended December 31, 2025, 2024, and 2023.

The following table lists all MEPPs to which our contributions exceeded $2.0 million in 2025. This table also lists all MEPPs to which we contributed in 2025 in excess of $0.5 million for MEPPs in the critical status, "red zone," and $1.0 million for MEPPs in the endangered status, "orange or yellow zones," as defined by the PPA (in thousands):

Pension Fund	EIN/ Pension Plan Number	PPA Zone Status [1]		FIP/RP Status	Contributions			Contributions greater than 5% of total plan contributions [2]	Expiration date or range of expiration dates of CBA(s)
		2025	2024		2025	2024	2023		
National Electrical Benefit Fund	53-0181657 001	Green	Green	NA	$ 33,566	$ 23,255	$ 18,128	Yes	Jan 2026 to Apr 2030
National Automatic Sprinkler Industry Pension Fund	52-6054620 001	Green	Green	NA	32,138	30,719	25,559	Yes	Jun 2026 to Mar 2030
United Association National Pension Fund	52-6152779 001	Green	Green	NA	25,387	21,839	16,815	No	Feb 2026 to Aug 2030
Electrical Workers Local No. 26 Pension Trust Fund	52-6117919 001	Green	Green	NA	14,059	12,472	8,283	Yes	May 2027 to Aug 2028
Tidewater Electrical Industry Pension Fund	54-6127076 001	Green	Green	NA	12,078	—	—	No	Feb 2027 to Jun 2027
Sheet Metal Workers National Pension Fund	52-6112463 001	Green	Green	NA	11,871	12,795	10,797	Yes	Feb 2026 to May 2029
Central Pension Fund of the IUOE & Participating Employers	36-6052390 001	Green	Green	NA	8,855	9,433	8,573	No	Feb 2026 to Sep 2029
Pipefitters Union Local 537 Pension Fund	51-6030859 001	Green	Green	NA	8,228	6,656	5,179	Yes	Aug 2030
Plumbers Pipefitters & Mechanical Equipment Service Local Union No 392 Pension Plan	31-0655223 001	Yellow	Yellow	Implemented	8,124	7,728	7,010	Yes	May 2028
Pension, Hospitalization & Benefit Plan of the Electrical Industry-Pension Trust Account	13-6123601 001	Green	Green	NA	7,861	6,982	7,198	Yes	Apr 2026 to Jan 2029
Heating, Piping & Refrigeration Pension Fund	52-1058013 001	Green	Green	NA	7,843	5,710	5,315	Yes	Jul 2026 to Jul 2028
Edison Pension Plan	93-6061681 001	Green	Green	NA	6,931	7,982	5,840	Yes	Dec 2026
Electrical Contractors Association of the City of Chicago Local Union 134, IBEW Joint Pension Trust of Chicago Pension Plan #2	51-6030753 002	Green	Green	NA	5,971	4,341	4,432	Yes	May 2026 to Jun 2026
Southern California Pipe Trades Retirement Fund	51-6108443 001	Green	Green	NA	5,914	5,447	4,657	Yes	Jun 2026 to Aug 2026
Electrical Workers Pension Plan Local 103 IBEW	04-6063734 001	Green	Green	NA	5,230	5,133	6,537	Yes	Aug 2028
San Diego Electrical Pension Plan	95-6101801 001	Green	Green	NA	5,147	7,039	5,511	Yes	May 2028
Atlanta Plumbers and Steamfitters Pension Fund	58-1233396 001	Green	Green	NA	4,959	4,133	1,691	Yes	Jul 2028 to Aug 2028
Plumbers & Pipefitters Local No. 189 Pension Plan	31-0894807 001	Green	Green	NA	4,720	2,744	2,557	Yes	May 2026 to May 2028
NECA-IBEW Pension Trust Fund	51-6029903 001	Green	Green	NA	4,680	3,242	2,228	No	Nov 2026 to Nov 2027
Eighth District Electrical Pension Fund	84-6100393 001	Green	Green	NA	4,532	4,476	3,844	Yes	May 2026 to Aug 2027
Sheet Metal Workers Pension Plan of Northern California	51-6115939 001	Red	Red	Implemented	3,793	5,245	5,738	Yes	Jun 2026 to Jul 2026
Michiana Area Electrical Workers Pension Fund	35-6269273 001	Green	Green	NA	3,779	1,783	391	Yes	May 2026 to Jun 2026

NOTE 14 - RETIREMENT PLANS (Continued)

Pension Fund	EIN/ Pension Plan Number	PPA Zone Status [1] 2025	PPA Zone Status [1] 2024	FIP/RP Status	Contributions 2025	Contributions 2024	Contributions 2023	Contributions greater than 5% of total plan contributions [2]	Expiration date or range of expiration dates of CBA(s)
Sheet Metal Workers Pension Plan of Southern California, Arizona & Nevada	95-6052257 001	Green	Green	NA	3,611	3,783	3,399	No	Jun 2026 to Jun 2029
IBEW Local No. 82 Pension Plan	31-6127268 001	Green	Green	NA	3,527	3,325	3,701	Yes	Dec 2026
Northern California Pipe Trades Pension Plan	94-3190386 001	Green	Green	NA	3,187	3,310	6,317	No	Jul 2026 to Jun 2027
U.A. Local 393 Pension Trust Fund Defined Benefit	94-6359772 002	Green	Green	NA	3,118	3,734	3,263	Yes	Jul 2026 to Jun 2027
Arizona Pipe Trades Pension Trust Fund	86-6025734 001	Green	Green	NA	3,086	4,038	3,048	Yes	Jun 2026 to Jun 2027
Plumbers and Steamfitters Local No. 166 AFL - CIO Pension Plan	51-6132690 001	Green	Green	NA	3,014	2,046	1,773	Yes	May 2026
U.A. Plumbers Local 24 Pension Fund	22-6042823 001	Green	Green	NA	2,997	2,231	2,295	Yes	Apr 2029
Southern California IBEW-NECA Pension Plan	95-6392774 001	Yellow	Yellow	Implemented	2,942	4,279	3,801	Yes	Jan 2026 to Jun 2026
Idaho Plumbers and Pipefitters Pension Plan	82-6010346 001	Green	Green	NA	2,844	1,281	1,138	Yes	May 2026
Pension and Retirement Plan of Plumbers and Pipefitters Union, Local No. 525	88-6003864 001	Green	Green	NA	2,839	2,099	1,970	Yes	Sep 2028
IBEW Local No. 640 & Arizona Chapter NECA Defined Benefit Pension Plan	86-0323980 001	Green	Green	NA	2,497	2,044	390	Yes	Jun 2026 to Jul 2027
IBEW Local No. 683 Pension Fund Pension Plan	34-1442087 001	Green	Green	NA	2,466	2,146	905	Yes	Jun 2026 to May 2027
IBEW Local 456 Pension Plan	22-6238995 001	Green	Green	NA	2,368	2,792	1,390	Yes	May 2026
IBEW Local 1579 Pension Plan	58-1254974 001	Green	Green	NA	2,351	—	—	No	Sep 2028
Local 68 Engineers Union Pension Plan	51-0176618 001	Green	Green	NA	2,208	1,548	1,200	Yes	Aug 2026 to Apr 2027
Building Trades United Pension Trust Fund Milwaukee and Vicinity	51-6049409 001	Green	Green	NA	2,164	2,182	1,622	No	May 2026
IBEW Local 701 Pension Fund	36-6455509 001	Green	Green	NA	2,149	3,849	3,989	Yes	May 2026 to Aug 2026
Plumbers & Steamfitters Local 486 Pension Fund	52-6124449 001	Green	Green	NA	2,148	2,796	2,828	Yes	Nov 2028
U.A. Local No. 447 Pension Fund	94-6269669 001	Green	Green	NA	2,049	1,790	1,678	Yes	Jun 2026 to Jun 2030
Joint Pension Fund of Local Union No. 102	22-1615726 001	Green	Green	NA	2,047	1,688	2,868	No	May 2028
Boilermaker-Blacksmith National Pension Trust	48-6168020 001	Red	Red	Implemented	2,004	825	1,140	No	Sep 2026 to Jun 2027
South Florida Electrical Workers Pension Plan	59-6230530 001	Red	Red	Implemented	1,801	91	301	Yes	Dec 2026
Plumbers & Pipefitters Local 162 Pension Fund	31-6125999 001	Yellow	Yellow	Implemented	1,354	1,390	1,243	Yes	May 2026
Plumbing & Pipefitting Industry Local 219 Pension Plan	34-6682376 001	Red	Red	Implemented	1,010	1,098	919	Yes	May 2026
Other Multiemployer Pension Plans					56,463	53,531	51,368		Various
Total Contributions					$341,910	$297,050	$258,829		

(1) The zone status represents the most recent available information for the respective MEPP, which may be from 2024 or earlier for the 2025 year and from 2023 or earlier for the 2024 year. In general, plans with a "green" zone status have a funding ratio of at least 80%, plans with an "orange" or "yellow" zone status have a funding ratio of between 65% and less than 80%, and plans with a "red" zone status are less than 65% funded or are projected to have a funding deficiency in any of the next ten years.

(2) This information was obtained from the respective plan's Form 5500 ("Forms") for the most current available filing. These dates may not correspond with our fiscal year contributions. The percentages of contributions are based upon disclosures contained in the plans' Forms. Those Forms, among other things, disclose the names of individual participating employers whose annual contributions account for more than 5% of the aggregate annual amount contributed by all participating employers for a plan year. Accordingly, if the annual contribution of two or more of our subsidiaries each accounted for less than 5% of such contributions, but in the aggregate accounted for in excess of 5% of such contributions, that greater percentage is not available and therefore is not disclosed.

NOTE 14 - RETIREMENT PLANS (Continued)

The nature and diversity of our operations may result in volatility in the amount of our contributions to a particular MEPP for any given period. That is because, in any given market, a change in the mix, volume of, or size of our projects could result in a change in our direct labor force and a corresponding change in our contributions to the MEPP(s) dictated by the applicable CBA. Additionally, the amount of contributions to a particular MEPP could also be affected by the terms of the CBA, which could require at a particular time, an increase in the contribution rate and/or surcharges. Acquisitions made by us since 2023 have resulted in incremental contributions to various MEPPs of approximately $32.7 million.

Additionally, we contribute to certain multiemployer plans that provide post-retirement benefits such as health and welfare benefits and/or defined contribution/annuity plans, among others. Our contributions to these plans were approximately $383.8 million, $279.9 million, and $243.5 million for the years ended December 31, 2025, 2024, and 2023, respectively. Acquisitions made by us since 2023 have resulted in incremental contributions to such other post-retirement benefit plans of approximately $73.3 million. The amount of contributions to these plans is also subject, for the most part, to the factors discussed above in conjunction with the MEPPs.

NOTE 15 - COMMITMENTS AND CONTINGENCIES

Severance Agreements

We have agreements with our executive officers and certain other key management personnel providing for severance benefits for such employees upon termination of their employment under certain circumstances.

Guarantees

In the ordinary course of business, we, at times, guarantee obligations of our subsidiaries under certain contracts. Generally, we are liable under such an arrangement only if our subsidiary fails to perform its obligations under the contract. Historically, we have not incurred any substantial liabilities as a consequence of these guarantees.

Surety Bonds

The terms of our construction contracts frequently require that we obtain from surety companies, and provide to our customers, surety bonds as a condition to the award of such contracts. These surety bonds are issued in return for premiums, which vary depending on the size and type of the bond, and secure our payment and performance obligations under such contracts. We have agreed to indemnify the surety companies for amounts, if any, paid by them in respect of surety bonds issued on our behalf. As of December 31, 2025, based on the percentage-of-completion of our projects covered by surety bonds, our aggregate estimated exposure, assuming defaults on all our then existing contractual obligations, was approximately $3.03 billion, which represents approximately 23% of our total remaining performance obligations.

Surety bonds are sometimes provided to secure obligations for wages and benefits payable to or for certain of our employees, at the request of labor unions representing such employees. In addition, surety bonds may be issued as collateral for certain insurance obligations. As of December 31, 2025, we satisfied approximately $105.5 million of the collateral requirements of our insurance programs by utilizing surety bonds.

We are not aware of any losses in connection with surety bonds that have been posted on our behalf, and we do not expect to incur significant losses in the foreseeable future.

Hazardous Materials

We are subject to regulations with respect to the handling or disposal of certain materials used in the performance of our services, which are classified as hazardous or toxic by federal, state, and local agencies. Our practice is to avoid participation in projects principally involving the remediation or removal of such materials. However, when remediation is required as part of our contract performance, we believe we comply with all applicable regulations governing hazardous materials or otherwise relating to the protection of the environment.

Collective Bargaining Agreements

At December 31, 2025, we employed approximately 44,000 people, approximately 62% of whom are represented by various unions pursuant to approximately 450 collective bargaining agreements between our individual subsidiaries or trade associations and local unions, as well as two collective bargaining agreements that are national or regional in scope. We believe that our relations with our labor unions are generally positive.

NOTE 15 - COMMITMENTS AND CONTINGENCIES (Continued)

Government Contracts

When we perform work as a federal government contractor/subcontractor or when we perform work on a project that has received federal government funding, we are subject to U.S. government audits and investigations relating to our operations, which such audits may result in fines, penalties and compensatory and treble damages, and possible suspension or debarment from doing business with the government. Based on currently available information, we believe the outcome of ongoing government disputes and investigations will not have a material impact on our financial position, results of operations, or liquidity.

Legal Proceedings

We face potential exposure in several legal proceedings in which damages or claims (including, without limitation, indemnification claims by named defendants in legal proceedings in which we are not a party) have been asserted against us. We believe that we have valid defenses to such proceedings and claims, but litigation is inherently uncertain. We additionally maintain insurance coverage for certain of these matters, although these policies do not cover all possible claims and certain of the policies are subject to large deductibles and retentions. We do not believe that any such matters will have a material adverse effect on our financial position, results of operations, or liquidity. We record a loss contingency if we consider the potential loss from a proceeding or claim probable, and we are able to reasonably estimate the amount or can reasonably determine a range of loss. We provide disclosure when we believe a loss in excess of any recorded provision is reasonably possible.

Significant judgment is required in these determinations. As additional information becomes available, we reassess prior determinations and may change our estimates. Additional claims may be asserted against us in the future. Litigation is subject to many uncertainties, and the outcome of litigation is not predictable with assurance. A litigation matter for which liabilities have not been recorded could be decided unfavorably to us, and any such unfavorable decision could have a material adverse effect on our financial position, results of operations, or liquidity.

On October 10, 2024, a chemical release occurred at the PEMEX Deer Park Refinery in Deer Park, Texas. As a result of the release, two people were killed and approximately 200 others claim to have suffered bodily injuries. Several lawsuits were filed in Harris County, Texas on behalf of the various claimants. Those lawsuits were thereafter assigned the status of “multi-district litigation” and consolidated in the 281st District Court, Harris County. Repcon, Inc. (“Repcon”) and EMCOR Industrial Services, Inc. (“EIS”), indirect subsidiaries of the Company, have been named in several of the lawsuits, and Repcon has also been subject to contractual indemnification claims. Repcon expects to participate in mediations related to this matter. Based on currently available information, we believe insurance will cover much or all of any amounts required to be paid by Repcon or EIS in connection with these claims.

NOTE 16 - LEASES

We lease real estate, vehicles, and equipment under various arrangements which are classified as either operating or finance leases. A lease exists when a contract or part of a contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. In determining whether a lease exists, we consider whether a contract provides us with both: (a) the right to obtain substantially all of the economic benefits from the use of the identified asset and (b) the right to direct the use of the identified asset.

Many of our leases include base rental periods coupled with options to renew or terminate the lease, generally at our discretion. Certain leases additionally include options to purchase the leased asset. In evaluating the lease term, we consider whether we are reasonably certain to exercise such options. To the extent a significant economic incentive exists to exercise an option, that option is included within the lease term. However, based on the nature of our lease arrangements, options generally do not provide us with a significant economic incentive and are therefore excluded from the lease term for the majority of our arrangements.

Our leases typically include a combination of fixed and variable payments. Fixed payments are generally included when measuring the right-of-use asset and lease liability. Variable payments, which primarily represent payments based on usage of the underlying asset, are generally excluded from such measurement and expensed as incurred. In addition, certain of our lease arrangements may contain a lease coupled with an arrangement to provide other services, such as maintenance, or may require us to make other payments on behalf of the lessor related to the leased asset, such as payments for taxes or insurance. We account for these non-lease components together with the associated lease component for each of our asset classes.

NOTE 16 - LEASES (Continued)

The measurement of right-of-use assets and lease liabilities requires us to estimate appropriate discount rates. To the extent the rate implicit in the lease is readily determinable, such rate is utilized. However, based on information available at lease commencement for the majority of our leases, the rate implicit in the lease is not known. In these instances, we utilize an incremental borrowing rate, which represents the rate of interest that we would pay to borrow on a collateralized basis, over a similar term, an amount equal to the lease payments.

Our lease arrangements generally do not contain significant restrictions or covenants; however, certain of our vehicle and equipment leases include residual value guarantees, whereby we provide a guarantee to the lessor that the value of the underlying asset will be at least a specified amount at the end of the lease. Amounts probable of being owed under these guarantees are included within the measurement of the right-of-use asset and lease liability.

Lease Position

The following table presents our lease-related assets and liabilities as of December 31, 2025 and 2024 (in thousands):

	Classification on the Consolidated Balance Sheet	December 31, 2025	December 31, 2024
Assets			
Operating lease assets	Operating lease right-of-use assets	$ 439,029	$ 316,128
Finance lease assets	Property, plant, and equipment, net	6,111	6,009
Total lease assets		$ 445,140	$ 322,137
Liabilities			
Current			
Operating	Operating lease liabilities, current	$ 99,213	$ 81,247
Finance	Other accrued expenses and liabilities	2,399	2,246
Noncurrent			
Operating	Operating lease liabilities, long-term	368,996	261,575
Finance	Other long-term obligations	3,949	3,849
Total lease liabilities		$ 474,557	$ 348,917

Lease Costs

The following table presents information related to our lease expense for the years ended December 31, 2025, 2024, and 2023 (in thousands):

	2025	2024	2023
Finance lease expense:			
Amortization expense	$ 2,855	$ 2,604	$ 2,816
Interest expense	320	254	175
Operating lease expense	121,996	103,261	93,158
Short-term lease expense [(1)]	382,289	290,267	224,047
Variable lease expense	8,163	7,137	9,482
Total lease expense	$ 515,623	$ 403,523	$ 329,678

(1) Short-term lease expense includes both leases and rentals with initial terms of one year or less and predominantly represents equipment used on construction projects.

Sublease rental income was approximately $1.0 million, $4.6 million, and $6.7 million for the years ended December 31, 2025, 2024, and 2023, respectively.

NOTE 16 - LEASES (Continued)

Lease Term and Discount Rate

The following table presents certain information related to the lease terms and discount rates for our leases as of December 31, 2025 and 2024:

	December 31, 2025	December 31, 2024
Weighted-average remaining lease term:		
Operating leases	6.9 years	5.1 years
Finance leases	3.1 years	3.4 years
Weighted-average discount rate:		
Operating leases	5.01 %	4.43 %
Finance leases	5.10 %	4.67 %

Other Information

The following table presents supplemental cash flow information related to our leases for the years ended December 31, 2025, 2024, and 2023 (in thousands):

	2025	2024	2023
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows used for operating leases	$ 118,840	$ 101,611	$ 90,412
Operating cash flows used for finance leases	$ 320	$ 254	$ 175
Financing cash flows used for finance leases	$ 2,692	$ 2,855	$ 2,776
Right-of-use assets obtained in exchange for new operating lease liabilities	$ 219,965	$ 94,538	$ 125,417
Right-of-use assets obtained in exchange for new finance lease liabilities	$ 2,882	$ 3,412	$ 1,427

Maturity of Lease Liabilities

The following table reconciles our future minimum lease payments on an undiscounted cash flow basis to our lease liabilities reported in the Consolidated Balance Sheet as of December 31, 2025 (in thousands):

	Operating Leases	Finance Leases
2026	$ 119,602	$ 2,654
2027	96,345	2,051
2028	79,533	1,221
2029	65,874	633
2030	50,498	255
Thereafter	151,835	37
Total minimum lease payments	563,687	6,851
Less: Amount of lease payments representing interest	(95,478)	(503)
Present value of future minimum lease payments	$ 468,209	$ 6,348
Current portion of lease liabilities	$ 99,213	$ 2,399
Noncurrent portion of lease liabilities	368,996	3,949
Present value of future minimum lease payments	$ 468,209	$ 6,348

NOTE 17 - ADDITIONAL CASH FLOW INFORMATION

The following table presents cash paid for interest for the years ended December 31, 2025, 2024, and 2023 (in thousands):

	2025	2024	2023
Cash paid for interest	$ 11,130	$ 2,850	$ 16,246

NOTE 18 - SEGMENT INFORMATION

We are one of the largest specialty contractors in the United States and a leading provider of electrical and mechanical construction and facilities services, building services, and industrial services. Our services are provided to a broad range of commercial, technology, manufacturing, industrial, healthcare, utility, and institutional customers through approximately 100 operating subsidiaries. Such operating subsidiaries are organized into the following reportable segments, which additionally reflect the nature of the services offered and their geographical location:

- United States electrical construction and facilities services;
- United States mechanical construction and facilities services;
- United States building services; and
- United States industrial services.

On December 1, 2025, we sold our United Kingdom operations, the results of which are reported within our United Kingdom building services segment through the date of sale.

Our chief operating decision maker ("CODM") is our Chairman, President, and Chief Executive Officer. Our CODM is responsible for assessing the performance of the Company and each of our reportable segments as well as allocating resources, including personnel and capital resources. The measure of segment profit or loss utilized by our CODM is operating income. Our CODM evaluates segment performance by comparing historical, actual, and forecasted operating income on a regular basis. The accounting policies of our reportable segments are the same as those applied at the consolidated financial statement level as described in Note 2 - Summary of Significant Accounting Policies of the notes to consolidated financial statements.

The following tables present the revenues and operating income for each of our reportable segments for the years ended December 31, 2025, 2024, and 2023 (in thousands):

	2025	2024	2023
Revenues from unrelated entities:			
United States electrical construction and facilities services	$ 5,074,252	$ 3,342,927	$ 2,783,723
United States mechanical construction and facilities services	7,050,481	6,405,657	5,074,803
United States building services	3,122,242	3,114,817	3,120,134
United States industrial services	1,268,099	1,277,190	1,167,790
Total United States operations	16,515,074	14,140,591	12,146,450
United Kingdom building services	471,348	425,525	436,423
Consolidated revenues	$16,986,422	$14,566,116	$12,582,873

	2025	2024	2023
Total revenues:			
United States electrical construction and facilities services	$ 5,135,887	$ 3,370,506	$ 2,786,895
United States mechanical construction and facilities services	7,123,644	6,458,776	5,134,686
United States building services	3,171,057	3,166,680	3,228,056
United States industrial services	1,292,664	1,284,327	1,179,321
Less intersegment revenues	(208,178)	(139,698)	(182,508)
Total United States operations	16,515,074	14,140,591	12,146,450
United Kingdom building services	471,348	425,525	436,423
Consolidated revenues	$16,986,422	$14,566,116	$12,582,873

NOTE 18 - SEGMENT INFORMATION (Continued)

	2025	2024	2023
Operating income (loss):			
United States electrical construction and facilities services	$ 611,952	$ 447,186	$ 230,640
United States mechanical construction and facilities services	905,325	799,613	530,644
United States building services	187,192	176,720	182,995
United States industrial services	24,998	44,213	35,375
Total United States operations	1,729,467	1,467,732	979,654
United Kingdom building services	20,969	21,485	25,681
Corporate administration	(181,894)	(144,354)	(127,229)
Gain on sale of United Kingdom operations	144,876	—	—
Impairment loss on long-lived assets	—	—	(2,350)
Consolidated operating income	1,713,418	1,344,863	875,756
Other items:			
Net periodic pension income (cost)	211	894	(1,119)
Interest expense	(12,020)	(3,779)	(17,199)
Interest income	20,015	35,404	15,415
Income before income taxes	$ 1,721,624	$ 1,377,382	$ 872,853

The following tables provide the significant expenses that are regularly provided to and reviewed by our CODM for each of our reportable segments for the years ended December 31, 2025, 2024, and 2023 (in thousands):

	2025	2024	2023
Cost of sales:			
United States electrical construction and facilities services	$ 4,068,755	$ 2,673,491	$ 2,359,816
United States mechanical construction and facilities services	5,625,203	5,147,903	4,188,707
United States building services	2,503,079	2,516,745	2,567,993
United States industrial services	1,087,976	1,086,503	997,951
Total United States operations	13,285,013	11,424,642	10,114,467
United Kingdom building services	418,421	376,423	379,067
Consolidated cost of sales	$13,703,434	$11,801,065	$10,493,534

	2025	2024	2023
Selling, general and administrative expenses:			
United States electrical construction and facilities services	$ 393,545	$ 222,250	$ 193,267
United States mechanical construction and facilities services	519,953	458,141	355,452
United States building services	431,971	421,353	369,146
United States industrial services	155,125	146,474	134,464
Total United States operations	1,500,594	1,248,218	1,052,329
United Kingdom building services	31,958	27,616	31,675
Corporate administration	181,894	144,354	127,229
Consolidated selling, general and administrative expenses	$ 1,714,446	$ 1,420,188	$ 1,211,233

NOTE 18 - SEGMENT INFORMATION (Continued)

The following tables present other financial information for each of our reportable segments as of or for the years ended December 31, 2025, 2024, and 2023 (in thousands):

	2025	2024	2023
Depreciation and amortization of property, plant, and equipment:			
United States electrical construction and facilities services	$ 10,283	$ 7,928	$ 8,402
United States mechanical construction and facilities services	22,384	16,133	12,503
United States building services	16,189	15,716	15,672
United States industrial services	13,298	12,265	11,146
Total United States operations	62,154	52,042	47,723
United Kingdom building services	3,873	3,750	3,116
Corporate administration	1,341	886	983
Total depreciation and amortization of property, plant, and equipment	$ 67,368	$ 56,678	$ 51,822

	2025	2024	2023
Amortization of identifiable intangible assets:			
United States electrical construction and facilities services	$ 48,307	$ 6,773	$ 9,583
United States mechanical construction and facilities services	25,584	25,320	15,302
United States building services	21,478	21,606	19,621
United States industrial services	23,683	23,303	22,637
Total amortization of identifiable intangible assets	$ 119,052	$ 77,002	$ 67,143

	2025	2024	2023
Capital expenditures:			
United States electrical construction and facilities services	$ 20,513	$ 9,467	$ 6,929
United States mechanical construction and facilities services	51,137	31,057	37,543
United States building services	15,076	18,314	19,843
United States industrial services	12,911	9,341	10,433
Total United States operations	99,637	68,179	74,748
United Kingdom building services	7,048	5,643	1,984
Corporate administration	6,065	1,128	1,672
Total capital expenditures	$ 112,750	$ 74,950	$ 78,404

	December 31, 2025	December 31, 2024	December 31, 2023
Total assets:			
United States electrical construction and facilities services	$ 2,686,933	$ 1,314,577	$ 1,243,707
United States mechanical construction and facilities services	3,206,671	2,659,184	2,242,833
United States building services	1,436,779	1,396,236	1,382,664
United States industrial services	524,883	606,861	571,658
Total United States operations	7,855,266	5,976,858	5,440,862
United Kingdom building services	—	283,897	277,066
Corporate administration	1,436,133	1,455,718	891,793
Total assets	$ 9,291,399	$ 7,716,473	$ 6,609,721

NOTE 18 - SEGMENT INFORMATION (Continued)

The following table presents geographical information about certain tangible long-lived assets, including property, plant, and equipment and right-of-use lease assets as of December 31, 2025, 2024, and 2023 (in thousands):

	December 31, 2025	December 31, 2024	December 31, 2023
Long-lived assets:			
United States	$ 692,306	$ 509,181	$ 476,595
United Kingdom	—	14,436	13,281
Total long-lived assets	$ 692,306	$ 523,617	$ 489,876

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of EMCOR Group, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of EMCOR Group, Inc. and subsidiaries (the Company) as of December 31, 2025 and 2024, the related consolidated statements of operations, comprehensive income, equity, and cash flows for each of the three years in the period ended December 31, 2025, and the related notes and financial statement schedule listed in the Index at Item 15(a)(2) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2025, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 26, 2026 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing a separate opinion on the critical audit matters or on the accounts or disclosures to which they relate.

Revenue Recognition from Construction Contracts

Description of the Matter

As described in Note 3 to the consolidated financial statements, the Company generally recognizes revenue from construction contracts over time using a cost-to-cost input method in which the extent of progress is measured based on the ratio of costs incurred to date to the total estimated costs at completion. In addition, the revenue recognition process requires the Company to determine the transaction price that represents the amount of consideration to which the Company expects to be entitled. A significant portion of the Company's revenues for the year ended December 31, 2025 were derived from construction contracts.

The determination of revenue recognized from construction contracts commonly requires the Company to estimate variable consideration that arises from pending change orders, contract claims, contract bonuses, and penalties, as well as to prepare estimates of the costs to complete contracts. Factors inherent in the estimation processes include, among others, historical experience with customers, the potential long-term nature of dispute resolutions, actions of third parties as well as the Company's experience with similar types of contracts. Due to uncertainties attributed to such factors, auditing revenue recognized from construction contracts involved especially challenging, subjective, and complex judgments.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company's controls related to revenue recognition from construction contracts. For example, we tested controls over the Company's determination and review of estimates of variable consideration, costs to complete, and the completeness and accuracy of data utilized in conjunction with such estimation processes.

To test the amount of revenue recognized from construction contracts in the current period, we selected a sample of contracts and performed procedures to test the project revenue and cost forecasts. For example, we obtained and inspected the related contract agreements, amendments, and change orders to test the existence of customer arrangements and understand the scope and pricing of the related projects; performed inquiries of management and project personnel regarding facts and circumstances relevant to the accounting for such contracts; tested key components of the estimated costs to complete, including materials, labor, and subcontractors costs; agreed actual costs incurred to supporting documentation; and recalculated revenues recognized based on the project's percentage of completion and management's estimate of transaction price. In addition, we performed certain retrospective review procedures to assess management's historical ability to accurately estimate the transaction price and costs to complete contracts as well as to identify any significant or unusual changes in project revenue and cost forecasts during the period.

Valuation of the Customer Relationship Intangible Asset Acquired in a Business Combination

Description of the Matter

As described in Note 4 to the consolidated financial statements, during the year ended December 31, 2025, the Company completed the acquisition of Miller Electric Company ("Miller Electric") for total consideration of approximately $876.8 million. The preliminary purchase price was allocated to assets acquired and liabilities assumed based on the estimated fair value of such assets and liabilities.

Auditing the Company's accounting for the Miller Electric acquisition required complex auditor judgment due to the significant estimation uncertainty inherent in determining the fair value of the acquired customer relationship intangible asset. The significant estimation uncertainty was primarily due to the judgmental nature of the inputs to the valuation techniques used to measure the fair value of the customer relationship intangible asset as well as the sensitivity of the fair value to the underlying significant assumptions. The significant assumptions used to estimate the fair value of the acquired customer relationship intangible asset are revenue and the revenue growth rate. The significant assumptions are forward-looking and could be affected by future economic and market conditions.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design and tested the operating effectiveness of the Company's controls over the valuation of the customer relationship intangible asset. For example, we tested controls over management's review of the valuation model and the significant assumptions described above.

To test the estimated fair value of the acquired customer relationship intangible asset, we performed audit procedures that included, among others, assessing the appropriateness of the valuation methodology, testing the significant assumptions discussed above, and testing the completeness and accuracy of the underlying data used by the Company to develop the assumptions. For example, we compared the revenue and revenue growth rates to historical results and to industry expectations. We further performed sensitivity analyses to evaluate the changes in the fair value of the acquired customer relationship intangible asset that would result from changes in the significant assumptions. In addition, we involved internal valuation specialists to assist us in our evaluation of the valuation methodology used by the Company.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2002.

Stamford, Connecticut
February 26, 2026

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of EMCOR Group, Inc.

Opinion on Internal Control Over Financial Reporting

We have audited EMCOR Group, Inc. and subsidiaries' internal control over financial reporting as of December 31, 2025, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, EMCOR Group, Inc. and subsidiaries (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2025, based on the COSO criteria.

As indicated in the accompanying Management's Report on Internal Control over Financial Reporting, management's assessment of and conclusion on the effectiveness of internal control over financial reporting did not include the internal controls of Miller Electric Company ("Miller Electric"), which is included in the 2025 consolidated financial statements of the Company and constituted 4.4% of total assets as of December 31, 2025 and 6.4% of revenues for the year then ended. Our audit of internal control over financial reporting of the Company also did not include an evaluation of the internal control over financial reporting of Miller Electric.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the 2025 consolidated financial statements of the Company and our report dated February 26, 2026 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Stamford, Connecticut
February 26, 2026

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Not applicable.

ITEM 9A. CONTROLS AND PROCEDURES

Based on an evaluation of our disclosure controls and procedures (as required by Rule 13a-15(b) of the Securities Exchange Act of 1934), our Chairman, President, and Chief Executive Officer, Anthony J. Guzzi, and our Senior Vice President, Chief Financial Officer and Chief Accounting Officer, Jason R. Nalbandian, have concluded that our disclosure controls and procedures (as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934) are effective as of the end of the period covered by this report.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934). Our internal control over financial reporting is a process designed with the participation of our principal executive officer and principal financial officer or persons performing similar functions to provide reasonable assurance regarding the reliability of financial reporting and the preparation of our financial statements for external reporting purposes in accordance with U.S. generally accepted accounting principles.

Our internal control over financial reporting includes policies and procedures that: (a) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect our transactions and dispositions of assets, (b) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of our management and Board of Directors, and (c) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of our assets that could have a material effect on our financial statements.

Because of its inherent limitations, our disclosure controls and procedures may not prevent or detect misstatements. A control system, no matter how well conceived and operated, can only provide reasonable, not absolute, assurance that the objectives of the control system are met. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

On February 3, 2025, we acquired Miller Electric Company ("Miller Electric"). As of December 31, 2025, we had not fully incorporated the internal controls and procedures of Miller Electric into EMCOR's internal control over financial reporting. As such, management excluded this business from our assessment of the effectiveness of internal control over financial reporting, as permitted by applicable regulations. Our internal control procedures surrounding the valuation of goodwill and identifiable intangible assets related to this acquisition were, however, included in management's assessment of the effectiveness of internal control over financial reporting. Excluding goodwill and identifiable intangible assets recorded in connection with this acquisition, Miller Electric accounted for $405.1 million, or 4.4%, of EMCOR's total assets as of December 31, 2025. Miller Electric accounted for approximately $1.09 billion, or 6.4%, of EMCOR's total revenues for the year then ended.

As of December 31, 2025, our management conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework established in *Internal Control-Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this evaluation, management has determined that EMCOR's internal control over financial reporting was effective as of December 31, 2025.

The effectiveness of our internal control over financial reporting as of December 31, 2025 has been audited by Ernst & Young LLP, an independent registered public accounting firm, as stated in its report appearing in Item 8 of this Form 10-K, which such report expressed an unqualified opinion on the effectiveness of our internal control over financial reporting as of December 31, 2025.

Changes in Internal Control over Financial Reporting

In addition, our management with the participation of our principal executive officer and principal financial officer or persons performing similar functions has determined that no change in our internal control over financial reporting (as that term is defined in Rules 13(a)-15(f) and 15(d)-15(f) of the Securities Exchange Act of 1934) occurred during the fourth quarter of our fiscal year ended December 31, 2025 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

On December 2, 2025, Anthony J. Guzzi, our Chairman, President, and Chief Executive Officer, adopted a Rule 10b5-1 trading arrangement providing for the potential sale of an aggregate amount of up to 36,000 shares of our common stock, with the exact number of shares to be sold to be determined based on market prices of our common stock. The trading arrangement is intended to satisfy the affirmative defense in Rule 10b5-1(c). The duration of the trading arrangement is from March 5, 2026 until May 28, 2027, or earlier if all transactions under the trading arrangement are completed.

During the quarter ended December 31, 2025, no other directors or executive officers of the Company adopted or terminated any: (a) contract, instruction, or written plan for the purchase or sale of Company securities intended to satisfy the affirmative defense conditions of Rule 10b5-1 or (b) non 10b5-1 trading arrangement, each as defined in Item 408(a) of Regulation S-K.

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by this Item 10 with respect to directors is incorporated herein by reference to the section of our definitive Proxy Statement for the 2026 Annual Meeting of Stockholders entitled "Election of Directors," which Proxy Statement is to be filed with the Securities and Exchange Commission pursuant to Regulation 14A not later than 120 days after the end of the fiscal year to which this Form 10-K relates (the "Proxy Statement"). The information, if any, required by this Item 10 concerning compliance with Section 16(a) of the Securities Exchange Act of 1934 is incorporated herein by reference to the section of the Proxy Statement entitled "Delinquent Section 16(a) Reports." The information required by this Item 10 concerning the Audit Committee of our Board of Directors and Audit Committee financial experts is incorporated by reference to the section of the Proxy Statement entitled "Meetings and Committees of the Board of Directors" and "Corporate Governance." The information required by this Item 10 regarding stockholder recommendations for director candidates is incorporated by reference to the section of the Proxy Statement entitled "Recommendations for Director Candidates." The information required by this Item 10 with respect to insider trading policies and procedures is incorporated by reference to the section of the Proxy Statement entitled "Insider Trading Policies and Procedures." Information regarding our executive officers is contained in Part I of this Form 10-K following Item 4 under the heading "Executive Officers of the Registrant." We have adopted a Code of Ethics that applies to our Chief Executive Officer and our Senior Financial Officers, which is listed on the Exhibit Index.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this Item 11 is incorporated herein by reference to the sections of the Proxy Statement entitled "Compensation Discussion and Analysis," "Executive Compensation and Related Information," "Potential Post Employment Payments," "Director Compensation," "Compensation Committee Interlocks and Insider Participation" and "Compensation Committee Report."

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this Item 12 (other than the information required by Section 201(d) of Regulation S-K, which is set forth below) is incorporated herein by reference to the sections of the Proxy Statement entitled "Security Ownership of Certain Beneficial Owners" and "Security Ownership of Management."

Securities Authorized for Issuance Under Equity Compensation Plans. The following table summarizes, as of December 31, 2025, certain information regarding equity compensation plans that were approved by stockholders and equity compensation plans that were not approved by stockholders.

	Equity Compensation Plan Information		
	A	B	C
Plan Category	Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights	Weighted Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance under Equity Compensation Plans (Excluding Securities Reflected in Column A)
Equity Compensation Plans Approved by Security Holders	234,436	$ —	555,142 (1)
Equity Compensation Plans Not Approved by Security Holders	—	—	—
Total	234,436	$ —	555,142 (1)

(1) Represents shares of our common stock available for future issuance under our 2010 Incentive Plan, which may be issued pursuant to the award of restricted stock, unrestricted stock and/or awards that are valued in whole or in part by reference to, or are otherwise based on the fair market value of, our common stock.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE

The information required by this Item 13 is incorporated herein by reference to the sections of the Proxy Statement entitled "Compensation Committee Interlocks and Insider Participation" and "Corporate Governance."

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required by this Item 14 is incorporated herein by reference to the section of the Proxy Statement entitled "Ratification of Appointment of Independent Auditors."

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a)(1) The following consolidated financial statements of EMCOR Group, Inc. and Subsidiaries are filed as part of this report under Part II, Item 8. Financial Statements and Supplementary Data:

Financial Statements:

Consolidated Balance Sheets - December 31, 2025 and 2024

Consolidated Statements of Operations - Years Ended December 31, 2025, 2024, and 2023

Consolidated Statements of Comprehensive Income - Years Ended December 31, 2025, 2024, and 2023

Consolidated Statements of Cash Flows - Years Ended December 31, 2025, 2024, and 2023

Consolidated Statements of Equity - Years Ended December 31, 2025, 2024, and 2023

Notes to Consolidated Financial Statements

Reports of Independent Registered Public Accounting Firm (PCAOB ID: 42)

(a)(2) The following financial statement schedule is included in this Form 10-K: Schedule II - Valuation and Qualifying Accounts

All other schedules are omitted because they are not required, are inapplicable, or the information is otherwise shown in the consolidated financial statements or notes thereto.

(a)(3) The exhibits filed in response to Item 601 of Regulation S-K are listed in the Exhibit Index.

(b) Exhibit Index

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
3(a-1)	Restated Certificate of Incorporation of EMCOR filed December 15, 1994	Exhibit 3(a-5) to EMCOR's Registration Statement on Form 10 as originally filed March 17, 1995 ("Form 10")
3(a-2)	Amendment dated November 28, 1995 to the Restated Certificate of Incorporation of EMCOR	Exhibit 3(a-2) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 1995 ("1995 Form 10-K")
3(a-3)	Amendment dated February 12, 1998 to the Restated Certificate of Incorporation of EMCOR	Exhibit 3(a-3) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 1997 ("1997 Form 10-K")
3(a-4)	Amendment dated January 27, 2006 to the Restated Certificate of Incorporation of EMCOR	Exhibit 3(a-4) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2005 ("2005 Form 10-K")
3(a-5)	Amendment dated September 18, 2007 to the Restated Certificate of Incorporation of EMCOR	Exhibit A to EMCOR's Proxy Statement dated August 17, 2007 for Special Meeting of Stockholders held September 18, 2007
3(a-6)	Certificate of Amendment of Restated Certificate of Incorporation of EMCOR	Exhibit 3.1 to EMCOR's Report on Form 8-K (Date of Report June 8, 2023)
3(b)	Second Amended and Restated By-Laws of EMCOR	Exhibit 3.1 to EMCOR's Report on Form 8-K (Date of Report October 25, 2022)
4(a)	Seventh Amended and Restated Credit Agreement dated as of December 20, 2023 by and among EMCOR and certain subsidiaries and Bank of Montreal, as Agent and the lenders listed on the signature pages thereof	Exhibit 4(a) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2023 ("2023 Form 10-K")
4(b)	Description of Registrant's Securities	Exhibit 4(e) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2020 ("2020 Form 10-K")
10(a)	Form of Severance Agreement ("Severance Agreement") between EMCOR and each of R. Kevin Matz and Mark A. Pompa	Exhibit 10.1 to EMCOR's Report on Form 8-K (Date of Report April 25, 2005)
10(b)	Form of Amendment to Severance Agreement between EMCOR and each of R. Kevin Matz and Mark A. Pompa	Exhibit 10(c) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended March 31, 2007 ("March 2007 Form 10-Q")
10(c)	Letter Agreement dated October 12, 2004 between Anthony Guzzi and EMCOR (the "Guzzi Letter Agreement")	Exhibit 10.1 to EMCOR's Report on Form 8-K (Date of Report October 12, 2004)
10(d)	Form of Confidentiality Agreement between Anthony Guzzi and EMCOR	Exhibit C to the Guzzi Letter Agreement
10(e)	Form of Indemnification Agreement between EMCOR and each of its officers and directors	Exhibit 10.1 to EMCOR's Report on Form 8-K (Date of Report October 27, 2025)
10(f-1)	Severance Agreement ("Guzzi Severance Agreement") dated October 25, 2004 between Anthony Guzzi and EMCOR	Exhibit D to the Guzzi Letter Agreement
10(f-2)	Amendment to Guzzi Severance Agreement	Exhibit 10(g-2) to the March 2007 Form 10-Q
10(g-1)	Change of Control Agreement dated as of October 25, 2004 between Anthony Guzzi ("Guzzi") and EMCOR ("Guzzi Continuity Agreement")	Exhibit E to the Guzzi Letter Agreement
10(g-2)	Amendment dated as of March 1, 2007 to Guzzi Continuity Agreement	Exhibit 10(p-2) to the March 2007 Form 10-Q
10(g-3)	Amendment to Continuity Agreements and Severance Agreements with Anthony J. Guzzi, R. Kevin Matz and Mark A. Pompa	Exhibit 10(Q) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2008 ("2008 Form 10-K")

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
10(h)	Amendment dated as of March 29, 2010 to Severance Agreement with Anthony J. Guzzi, R. Kevin Matz and Mark A. Pompa	Exhibit 10.1 to EMCOR's Report on Form 8-K (Date of Report March 29, 2010) ("March 2010 Form 8-K")
10(i-1)	Severance Agreement dated as of October 26, 2016 between EMCOR and Maxine L. Mauricio	Exhibit 10(l-1) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended September 30, 2016 ("September 2016 Form 10-Q")
10(i-2)	Continuity Agreement dated as of October 26, 2016 between EMCOR and Maxine L. Mauricio ("Mauricio Continuity Agreement")	Exhibit 10(l-2) to the September 2016 Form 10-Q
10(i-3)	Amendment dated April 10, 2017 to Mauricio Continuity Agreement	Exhibit 10(l-3) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended March 31, 2017
10(j-1)	Severance Agreement dated as of May 8, 2024 between EMCOR and Jason R. Nalbandian	Exhibit 10(a-1) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 2024 ("June 2024 Form 10-Q")
10(j-2)	Continuity Agreement dated as of May 8, 2024 between EMCOR and Jason R. Nalbandian	Exhibit 10(a-2) to the June 2024 Form 10-Q
10(k-1)	EMCOR Group, Inc. Long-Term Incentive Plan ("LTIP")	Exhibit 10 to EMCOR's Report on Form 8-K (Date of Report December 15, 2005)
10(k-2)	First Amendment to LTIP and updated Schedule A to LTIP	Exhibit 10(S-2) to 2008 Form 10-K
10(k-3)	Second Amendment to LTIP	Exhibit 10.2 to March 2010 Form 8-K
10(k-4)	Third Amendment to LTIP	Exhibit 10(q-4) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended March 31, 2012 ("March 2012 Form 10-Q")
10(k-5)	Fourth Amendment to LTIP	Exhibit 10(l-5) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 2013
10(k-6)	Form of Certificate Representing Stock Units issued under LTIP	Exhibit 10(T-2) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2007 ("2007 Form 10-K")
10(k-7)	Fifth Amendment to LTIP	Exhibit 10(l-7) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2015 ("2015 Form 10-K")
10(k-8)	Sixth Amendment to LTIP	Exhibit 10(l-8) to 2015 Form 10-K
10(k-9)	Seventh Amendment to LTIP	Exhibit 10(l-9) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2021
10(k-10)	Eighth Amendment to LTIP	Exhibit 10(l-10) to 2023 Form 10-K
10(l)	Key Executive Incentive Bonus Plan, as amended and restated	Exhibit B to EMCOR's Proxy Statement for its Annual Meeting held June 13, 2013
10(m-1)	Amended and Restated 2010 Incentive Plan	Exhibit 10.1 to EMCOR's Report on Form 8-K (Date of Report June 11, 2020)
10(m-2)	First Amendment to the Amended and Restated 2010 Incentive Plan	Exhibit 10.1 to EMCOR's Report on Form 8-K (Date of Report June 5, 2025)
10(n)	Form of Non-LTIP Stock Unit Certificate	Exhibit 10(p)(p) to the March 2012 Form 10-Q
10(o)	Form of Director Restricted Stock Unit Agreement	Exhibit 10(k)(k) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 2012 ("June 2012 Form 10-Q")
10(p)	Director Award Program, as Amended and Restated December 16, 2014	Exhibit 10(z) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2014

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
10(q-1)	EMCOR Group, Inc. Voluntary Deferral Plan	Exhibit 10(E)(E) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2012 ("2012 Form 10-K")
10(q-2)	First Amendment to EMCOR Group, Inc. Voluntary Deferral Plan	Exhibit 10(e)(e) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2013
10(r)	Form of Executive Restricted Stock Unit Agreement	Exhibit 10(F)(F) to 2012 Form 10-K
14	Code of Ethics of EMCOR for Chief Executive Officer and Senior Financial Officers	Exhibit 14 to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2003
19	Insider Trading Policies and Procedures	Exhibit 19 to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2024
21	List of Significant Subsidiaries	Filed herewith
23.1	Consent of Ernst & Young LLP	Filed herewith
31.1	Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 by Anthony J. Guzzi, the Chairman, President, and Chief Executive Officer	Filed herewith
31.2	Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 by Jason R. Nalbandian, the Senior Vice President, Chief Financial Officer and Chief Accounting Officer	Filed herewith
32.1	Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 by the Chairman, President, and Chief Executive Officer	Furnished
32.2	Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 by the Senior Vice President, Chief Financial Officer and Chief Accounting Officer	Furnished
95.1	Information concerning mine safety violations or other regulatory matters	Filed herewith
97	Policy Relating to Recovery of Erroneously Awarded Compensation	Exhibit 97 to 2023 Form 10-K
101	The following materials from EMCOR Group, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2025, formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) the Consolidated Balance Sheets, (ii) the Consolidated Statements of Operations, (iii) the Consolidated Statements of Comprehensive Income, (iv) the Consolidated Statements of Cash Flows, (v) the Consolidated Statements of Equity and (vi) the Notes to Consolidated Financial Statements.	Filed
104	Cover Page Interactive Data File (formatted in Inline XBRL and contained in Exhibit 101)	Filed

Pursuant to Item 601(b)(4)(iii) of Regulation S-K, upon request of the Securities and Exchange Commission, the Registrant hereby undertakes to furnish a copy of any unfiled instrument which defines the rights of holders of long-term debt of the Registrant's subsidiaries.

ITEM 16. FORM 10-K SUMMARY

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: February 26, 2026

EMCOR GROUP, INC.
(Registrant)

BY: /s/ ANTHONY J. GUZZI
Anthony J. Guzzi
Chairman, President, and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities indicated on February 26, 2026.

/s/ ANTHONY J. GUZZI **Anthony J. Guzzi**	Chairman, President, and Chief Executive Officer (Principal Executive Officer)
/s/ JASON R. NALBANDIAN **Jason R. Nalbandian**	Senior Vice President, Chief Financial Officer and Chief Accounting Officer (Principal Financial and Accounting Officer)
/s/ JOHN W. ALTMEYER **John W. Altmeyer**	Director
/s/ AMY E. DAHL **Amy E. Dahl**	Director
/s/ RONALD L. JOHNSON **Ronald L. Johnson**	Director
/s/ CAROL P. LOWE **Carol P. Lowe**	Director
/s/ M. KEVIN MCEVOY **M. Kevin McEvoy**	Director
/s/ WILLIAM P. REID **William P. Reid**	Director
/s/ PATRICK ROCHE **Patrick Roche**	Director
/s/ STEVEN B. SCHWARZWAELDER **Steven B. Schwarzwaelder**	Director
/s/ ROBIN WALKER-LEE **Robin Walker-Lee**	Director

SCHEDULE II - VALUATION AND QUALIFYING ACCOUNTS
(In thousands)

Description	Balance at Beginning of Year	Costs and Expenses	Deductions [1]	Balance at End of Year
Allowance for credit losses				
Year Ended December 31, 2025	$ 34,957	7,671	(19,871)	$ 22,757
Year Ended December 31, 2024	$ 22,502	17,303	(4,848)	$ 34,957
Year Ended December 31, 2023	$ 22,382	7,859	(7,739)	$ 22,502

(1) Deductions primarily represent uncollectible balances of accounts receivable written off, net of recoveries.

EXHIBIT 21

LIST OF SIGNIFICANT SUBSIDIARIES	JURISDICTION OF INCORPORATION
Dynalectric Company	Delaware
Dyn Specialty Contracting, Inc.	Virginia
EMCOR Building Services, Inc.	Delaware
EMCOR Construction Services, Inc.	Delaware
EMCOR-CSI Holding Co.	Delaware
EMCOR Mechanical Services, Inc.	Delaware
MES Holdings Corporation	Delaware
Shambaugh & Son, L.P.	Texas

EXHIBIT 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

(1) Registration Statement (Form S-8 No. 333-168503) pertaining to the 2010 Incentive Plan of EMCOR Group, Inc., and

(2) Registration Statement (Form S-8 No. 333-186926) pertaining to the EMCOR Group, Inc. Voluntary Deferral Plan;

of our reports dated February 26, 2026, with respect to the consolidated financial statements of EMCOR Group, Inc. and subsidiaries, and the effectiveness of internal control over financial reporting of EMCOR Group, Inc. and subsidiaries, included in this Annual Report (Form 10-K) of EMCOR Group, Inc. for the year ended December 31, 2025.

/s/ Ernst & Young LLP

Stamford, Connecticut
February 26, 2026

EXHIBIT 31.1

CERTIFICATION

I, Anthony J. Guzzi, certify that:

1. I have reviewed this annual report on Form 10-K of EMCOR Group, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)), and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 26, 2026

/s/ ANTHONY J. GUZZI

Anthony J. Guzzi
Chairman, President, and
Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION

I, Jason R. Nalbandian, certify that:

1. I have reviewed this annual report on Form 10-K of EMCOR Group, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)), and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 26, 2026

/s/ JASON R. NALBANDIAN

Jason R. Nalbandian
Senior Vice President,
Chief Financial Officer and Chief Accounting Officer

EXHIBIT 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of EMCOR Group, Inc. (the "Company") on Form 10-K for the period ended December 31, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Anthony J. Guzzi, Chairman, President, and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 26, 2026

/s/ ANTHONY J. GUZZI

Anthony J. Guzzi
Chairman, President, and
Chief Executive Officer

EXHIBIT 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of EMCOR Group, Inc. (the "Company") on Form 10-K for the period ended December 31, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Jason R. Nalbandian, Senior Vice President, Chief Financial Officer and Chief Accounting Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 26, 2026

/s/ JASON R. NALBANDIAN

Jason R. Nalbandian
Senior Vice President,
Chief Financial Officer and Chief Accounting Officer

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BOARD OF DIRECTORS

John W. Altmeyer *Vice Chairman of GAF*

Amy E. Dahl *Former Vice President, International Business and Strategy of The Toro Company*

Anthony J. Guzzi *Chairman, President, and Chief Executive Officer of EMCOR Group, Inc.*

Ronald L. Johnson *Senior Vice President of Strategic Initiatives and Chief of Staff of the Georgia Institute of Technology*

Carol P. Lowe *Former Executive Vice President and Chief Financial Officer of FLIR Systems, Inc.*

M. Kevin McEvoy *Former Chief Executive Officer and current Chairman of Oceaneering International, Inc.*

William P. Reid *Former Chief Executive Officer of EMCOR Industrial Services, Inc. and Ohmstede Ltd.*

Pat Roche *President and Chief Executive Officer of Moog Inc.*

Steven B. Schwarzwaelder *Former Director of McKinsey & Company*

Robin Walker-Lee *Former Executive Vice President, General Counsel, and Corporate Secretary of TRW Automotive Holdings*

CORPORATE OFFICERS

Anthony J. Guzzi *Chairman, President, and Chief Executive Officer*

Maxine Lum Mauricio, Esq. *Executive Vice President, Chief Administrative Officer, General Counsel, and Corporate Secretary*

Jason R. Nalbandian *Senior Vice President, Chief Financial Officer, and Chief Accounting Officer*

Robert Lind *Vice President and Controller*

Kostas Christakos *Treasurer*

Laura M. D'Entrone *Vice President and Chief Information Security Officer*

Steven H. Fried *Vice President, Compliance*

Thomas Hiebert *Vice President, Organizational Development*

John C. Lawson *Vice President, Risk Management*

Susan N. Masters, Esq. *Vice President, Human Resources, and Assistant General Counsel*

Matthew R. Pierce *Vice President, Safety, Quality, and Productivity*

Michael Sandonato *Vice President, Taxation*

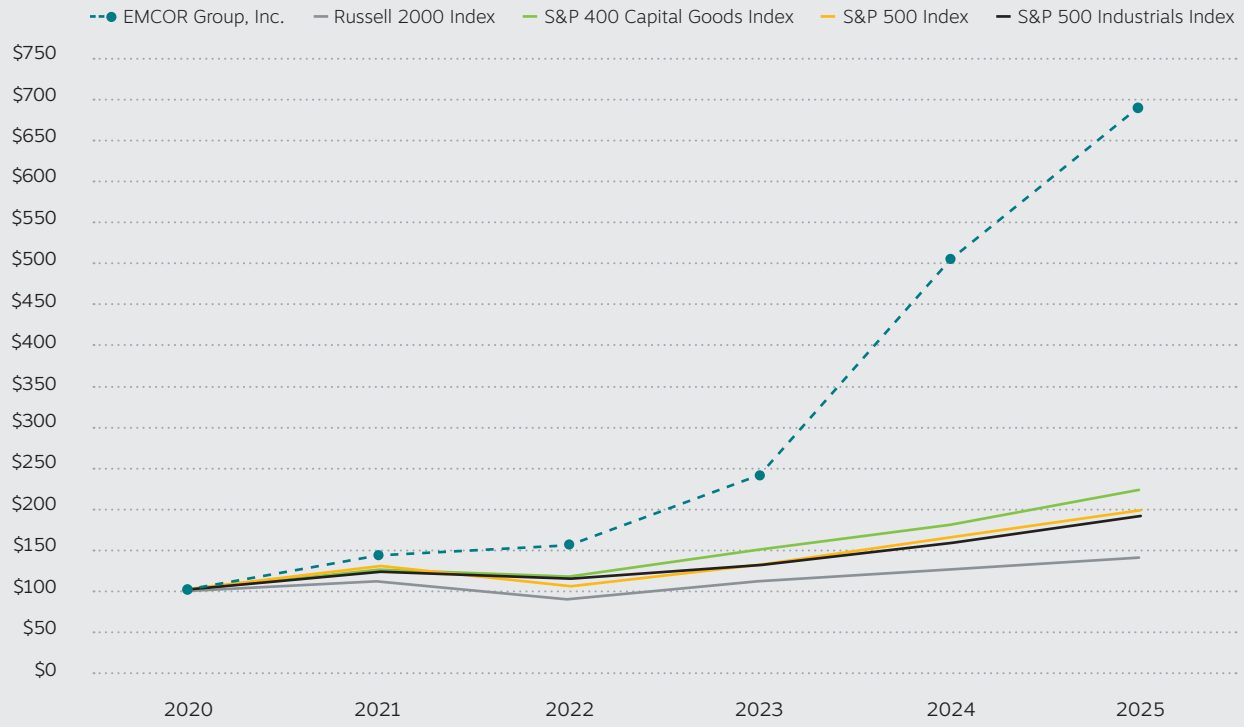
Olivia Sutter *Vice President, Information Technology*

Jarrett R. Szeftel, Esq. *Vice President and Assistant General Counsel*

Anthony R. Triano *Vice President, Integrated Services*

COMPARATIVE FIVE-YEAR CUMULATIVE TOTAL RETURNS

The graph assumes that $100 was invested on December 31, 2020 in common stock of EMCOR Group, Inc., and in each of the indices and assumes reinvestment of all dividends.



For fiscal year ended December 31, 2025, we changed our broad equity market index from the Russell 2000 Index to the S&P 500 Index and our industry reference group index from the S&P 400 Capital Goods Index to the S&P 500 Industrials Index. We believe these changes provide improved comparisons given the growth in our market capitalization and our inclusion in the S&P 500. We have included both the old and new indices in the graph above for comparative purposes as a transitional measure. The shareholder return set forth in the graph above is not necessarily indicative of future performance.

OTHER INFORMATION

Common Stock Transfer Agent and Registrar

By Regular Mail
Computershare
PO Box 43006
Providence, RI 02940-3006
UNITED STATES

By Overnight Delivery
Computershare
150 Royall St
Canton, MA 02021
UNITED STATES

Toll Free: (866) 202 6634
Toll: +1 (201) 680 6578
www.computershare.com/investor

Independent Auditors
Ernst & Young LLP
300 First Stamford Place
Stamford, CT 06902

New York Stock Exchange Information
The Common Stock of EMCOR Group, Inc. is traded on the New York Stock Exchange under the symbol “EME”.

The Company’s Annual Report on Form 10-K as filed with the U.S. Securities and Exchange Commission may be viewed at emcorgroup.com and additional copies are available without charge upon written request to:

Investor Relations
EMCOR Group, Inc.
301 Merritt Seven
Norwalk, Connecticut 06851



301 Merritt Seven
Norwalk, CT 06851

203.849.7800
emcorgroup.com

Welsbach Electric
of Long Island
An EMCOR Company

Welsbach Electric Corp. of L.I.
300 Newtown Road
Plainview, NY 11803
516.454.0023 • Fax: 516.454.0282

Business History Form

Referring to affirmative answer to
Question 13

13. In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

The following is a schedule detailing same for the past five (5) years:

WELSBACH ELECTRIC CORP. (College Point)

Date	Agency	Complaint	Outcome
9/19/19	OSHA	Citation 1 Employees performing maintenance work on traffic lanterns from the bucket truck over an active traffic lane were exposed to struck-by-hazards from vehicles passing underneath. OSHA Citation and Notification Penalty No. 1430177 (the "Citation") was resolved upon the filing on October 2, 2020 of a Joint Notification of Settlement with the Occupational Safety and Health Review Commission under Docket No. 20-0511. A copy is attached. One violation was alleged in the Citation, which violation has been amended to an, other than serious violation of 29 C.F.R. 1926 200(g)(1). Welsbach has bolstered its safety program by (i) retraining all workers in the safe operation of vehicles used in the performance of work, which training shall again be conducted in October 2020, and (ii) augmenting its spot check of nighttime work locations. See Attachment IV (a)	Status: Settled Citation: Other than Serious Conference: 10/2/2020
3/9/2021	NYC HR	Discrimination Paul Tortorice	Status: Settled 7/14/2023
3/29/2021	NYC HR	Disability Mario Perez	Status: Settled 6/21/2021

Various	NYC DEP	Citizens Idling Summons See Attachment IV (b)	See Attachment IV (b)

Except for common ownership by the same parent, there is no direct relationship between Welsbach Electric Corp. of L. I. and Welsbach Electric Corp., including no facilities, or operations.

HERITAGE MECHANICAL SERVICES, INC.

Date	Agency	Complaint	Outcome
03//10/17	NYS Division of Human Rights	Gender Discrimination (Melanie Demicco)	NYS Dismissal, No probable cause 12/14/2017
07/05/19	NYS Division of Human Rights	Discrimination (Dilber Pacheco)	NYS Dismissal, No probable cause 12/19/2019
Various	NYC DEP	Citizens Idling Summons See Attachment IV (b)	See Attachment IV (b)

Except for common ownership by the same parent, there is no direct relationship between Welsbach Electric Corp. of L. I. and Heritage Mechanical Services Inc., including no common management, personnel, facilities, or operations.

Forest Electric Corp.

Date	Agency	Complaint	Outcome
Various	NYC DEP	Citizens Idling Summons See Attachment IV (b)	See Attachment IV (b)

Except for common ownership by the same parent, there is no direct relationship between Welsbach Electric Corp. of L.I. and Forest Electric Corp., including no common management, personnel, facilities, or operations.

Penguin Air Conditioning Corp.

Date	Agency	Complaint	Outcome
Various	NYC DEP	Citizens Idling Summons See Attachment IV (b)	See Attachment IV (b)

Except for common ownership by the same parent, there is no direct relationship between Welsbach Electric Corp. of L.I. and Penguin Air Conditioning Corp., including no common management, personnel, facilities, or

Welsbach
Electric Corp.
An EMCOR Company

May 13, 2020

Attn: NYCEDC

OSHA Citation & Notification Penalty No. 1430177 was resolved upon the filing on Oct. 2, 2020 of a Joint Settlement with OSHA under Docket No. 20-0511. Violation was amended to other than serious violation of 29 C.F.R 1923 200(g)(1). A fine of $13,494.00 was issued and paid.

Very truly yours,

Peter A. Ronzetti
Executive VP | COO
Welsbach Electric Corp.

Welsbach Electric Corp.
111-01 14th Avenue
P.O. Box 560252
College Point, NY 11356-0252
Phone: 718.670.7900
Fax: 718-670-7999
www.welsbachelectric.com

Welsbach
Electric Corp.
An EMCOR Company

May 13, 2020

Attn: PASSPort

OSHA Citation & Notification Penalty No. 1430177 was resolved upon the filing on Oct. 2, 2020 of a Joint Settlement with OSHA under Docket No. 20-0511. Violation was amended to other than serious violation of 29 C.F.R 1923 200(g)(1). A fine of $13,494.00 was issued and paid.

Very truly yours,

Peter A. Ronzetti
Executive VP | COO
Welsbach Electric Corp.

Welsbach Electric Corp.
111-01 14th Avenue
P.O. Box 560252
College Point, NY 11356-0252
Phone: 718.670.7900
Fax: 718-670-7999

UNITED STATES OF AMERICA
OCCUPATIONAL SAFETY & HEALTH REVIEW COMMISSION
1120 20th Street, N.W., Ninth Floor
Washington, DC 20036-3457

EUGENE SCALIA, Secretary of Labor, United States Department of Labor,	:	
Complainant,	:	OSHRC DOCKET. NO. 20-0511
v.	:	
Welsbach Electric Corp.	:	
Respondent.	:	

JOINT NOTIFICATION OF FULL SETTLEMENT

The parties respectfully notify the Court that the parties have fully settled the above captioned case and have executed a formal settlement agreement.

CERTIFICATION OF CITATION ITEMS FULLY SETTLED

The parties certify that all citation items in this case have been fully settled. All settled citation items are set forth, on a separate row, in the following chart. Commission Rule 100(b)(1)(i).[1]

Citation No.	Item No.	Resolution: Settled / Withdrawn
1	1	Settled

CERTIFICATION OF POSTING

The parties certify that the executed settlement agreement was posted to provide notice to the affected employees.[2] Commission Rules 7(g); 100(b)(1)(ii); 100(c). The parties certify that

[1] OSHRC's new Rules of Procedure were effective June 10, 2019 and all references contained herein refer to these revised Rules. Rules of Procedure, 84 Fed. Reg. 14554 (April 10, 2019) (to be codified at 29 C.F.R. pt. 2200). (https://www.federalregister.gov/documents/2019/04/10/2019-06581/rule s-of-procedure).

the settlement agreement was posted at a location prescribed by Commission Rule 7(g) on the following date: 10/1/2020.

The settlement agreement shall remain posted for fourteen (14) days.

CERTIFICATION OF SERVICE

The parties certify that the executed settlement agreement was served on the authorized employee representative of the affected employees[3] in a manner prescribed in Commission Rule 7(c) on the following date: 10/1/2020. Commission Rules 7(f); 100(b)(1)(ii); 100(c).

CERTIFICATION REGARDING PARTY WHO HAS ELECTED PARTY STATUS

The parties certify that any party who has elected party status, under Commission Rule 20, has been afforded an opportunity to provide input on all matters pertaining to the settlement before the settlement agreement was finalized. Commission Rule 100(b)(1)(iii).

CERTIFICATION WHETHER SETTLEMENT INCLUDES PLEADING WITHDRAWAL, AND WHETHER THE WITHDRAWAL IS WITH PREJUDICE

In the following chart, the parties certify the status of any citations, notifications, notices, or petitions, withdrawn in the settlement agreement, and certify whether the withdrawal was with or without prejudice. Each citation item and notification of proposed penalty withdrawn is included, on a separate row, in the chart. Commission Rule 100(b)(1)(iv).

List of Pleadings Withdrawn	**Withdrawal — With or Without Prejudice**

[2] In cases where *all* affected employees are represented by an authorized employee representative an alternative certification shall be included in the Joint Notification of Full Settlement, rather than the posting certification stated above. The alternative certification shall comply with Commission Rules 7(f); 100(b)(1)(ii); 100(c) and shall include the date of service.

[3] If *all* affected employees are not represented by an authorized employee representative, an additional certification of posting shall be included in the Joint Notification of Full Settlement. Commission Rules 7(g); 100(b)(1)(ii); 100(c). The settlement agreement shall remain posted for fourteen (14) days.
The parties certify that the settlement agreement was posted at a location prescribed by Commission Rule 7(g) on the following date: 10/1/2020

Notice of Contest	With Prejudice

ACKNOWLEDGEMENT THAT THE PARTIES HAVE NOT PROVIDED THE SETTLEMENT AGREEMENT WITH THIS JOINT NOTIFICATION.

The parties confirm that they have not incorporated the settlement agreement in, or append it to, this joint Notification of Settlement. See Commission Rule 100(b)(2).

DRAFT ORDER TERMINATING PROCEEDING.

The parties confirm that they have filed, for execution by the Judge, a draft Order Terminating Proceeding, acknowledging that the parties have resolved contested citation items and agreed to terminate the proceeding before the Commission, pursuant to Commission Rules 100(b)(3); 100(c).

Date: 10/1/2020

EXECUTED BY:

WELSBACH ELECTRIC CORP.
Respondent

By: _____
PAUL MURDY
Murtagh, Cohen, Byrne, Cutter, Murdy
100 North Park Avenue
Rockville Centre, NY11570

On behalf of Respondent,
Welsbach Electric Corp., Inc.

KATE S. O'SCANNLAIN
Solicitor of Labor

JEFFREY S. ROGOFF
Regional Solicitor

By: Ndidi Menkiti
_____
NDIDI N. MENKITI
Trial Attorney
U.S. Department of Labor
Office of the Solicitor
201 Varick Street, Room 983
New York, New York 10014
Tel. 646-264-3640
Menkiti.ndidi.n@dol.gov

On behalf of Complainant,
Secretary of Labor.

CERTIFICATE OF SERVICE

I certify that on 10/1/2020, a copy of the **Joint Notification of Full Settlement** was served through the E-File system and by email on the following parties:

Paul Murdy

MCB50@msn.com
Attorney for Respondent,
Welsbach Electric Corp.

/s/ Ndidi Menkiti
Ndidi Menkiti
Trial Attorney
Menkiti.ndidi.n@dol.gov

United States Department of Labor
Office of the Regional Solicitor
Attorneys for Complainant

ATTACHMENT IV (b)

CITIZENS SUMMONS BY COMPANY

Company	EIN	Type	Description	Summons #	Occurance	Hearing Date	Status	Date Paid	PASSPORT ENTRY				Section	PASSport Status	Last Update on Summons	Notes
									WEC	CORP.	HMS	FEC				
Forest Electric Corp,	[redacted]	Administrative	Paid Citizens Idling Summons	000663168Z	9/12/2019	9/30/2020	Paid	9/30/2020	Y		Y		S5,2	Final	4/30/2021	
Heritage Mechanical Services, Inc.		N/A	DISMISSED Citizens Idling Summons	000671515Y	6/20/2019	1/20/2021	Dismissed	1/20/2021	Y		Y		S5,1	Final	4/30/2021	
Heritage Mechanical Services, Inc.		Administrative	DISMISSED Citizens Idling Summons	000666410L	6/20/2019	5/26/2020	Dismissed	1/20/2021	N		Y		s5,1	Final	5/17/2021	
Heritage Mechanical Services, Inc.		Administrative	Citizens Idling Summons	000674769H	1/19/2021	5/4/2021	Paid	4/19/2021	N		Y		s5,2	Final	5/17/2021	
Penguin Air Conditioning Corp.		Administrative	Paid Citizens Idling Summons	000663818	12/11/2019	5/18/2020	Paid	5/18/2020	Y		Y		S5,2	Final	4/30/2021	
Welsbach Electric Corp.		N/A	DISMISSED Citizens Idling Summons	000661079H	5/29/2019	10/30/2020	Dismissed	10/30/2020	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.		N/A	DISMISSED Citizens Idling Summons	000661850M	7/30/2019	10/16/2020	Dismissed	10/16/2020	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.		N/A	DISMISSED Citizens Idling Summons	000665248H	10/8/2019	9/29/2020	Dismissed	9/29/2020	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.		N/A	DISMISSED Citizens Idling Summons	000663324L	10/24/2019	10/30/2020	Dismissed	10/30/2020	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.		N/A	DISMISSED Citizens Idling Summons	000669035M	11/7/2019	10/19/2020	Dismissed	10/30/2020	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.		N/A	DISMISSED Citizens Idling Summons	000672157H	12/29/2019	2/8/2021	Dismissed	2/8/2021	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.		N/A	DISMISSED Citizens Idling Summons	000668805P	3/20/2020	10/30/2020	Dismissed	10/30/2020	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.		N/A	DISMISSED Citizens Idling Summons	000669393M	5/11/2020	10/23/2020	Dismissed	11/9/2020	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.		N/A	DISMISSED Citizens Idling Summons	000672644P	8/31/2020	3/9/2021	Dismissed	3/9/2021	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.		N/A	DISMISSED Citizens Idling Summons	000672744M	9/2/2020	3/9/2021	Dismissed	3/9/2021	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.		Administrative	Paid Citizens Idling Summons	000662047h	8/14/2019	3/15/2021	Paid	4/12/2021	Y		Y		s5,2	Final	4/30/2021	
Welsbach Electric Corp.		Administrative	Paid Citizens Idling Summons	000673702Z	8/14/2019	3/31/2021	Paid	4/12/2021	Y		Y		s5,2	Final	4/30/2021	
Welsbach Electric Corp.		Administrative	Paid Citizens Idling Summons	000664534Y	10/16/2019	3/15/2021	Paid	4/12/2021	Y		Y		s5,2	Final	4/30/2021	
Welsbach Electric Corp.		Administrative	Paid Citizens Idling Summons	000672984L	10/19/2019	3/10/2021	Paid	4/12/2021	Y		Y		s5,2	Final	4/30/2021	
Welsbach Electric Corp.		Administrative	Paid Citizens Idling Summons	000673363N	12/2/2019	3/23/2021	Paid	4/12/2021	Y		Y		s5,2	Final	4/30/2021	
Welsbach Electric Corp.		Administrative	Paid Citizens Idling Summons	000670274H	6/22/2020	12/1/2020	Paid	1/5/2021	Y		Y		s5,2	Final	4/30/2021	
Welsbach Electric Corp.		Administrative	Citizens Idling Summons	000663415R	3/28/2019	6/22/2021	Dismissed	6/22/2021	Y				s5,1	Final	7/22/2021	
Welsbach Electric Corp.		Administrative	Citizens Idling Summons	000674708Y	5/30/2019	5/3/2021	Paid	7/7/2021	Y				s5,2	Final	7/22/2021	
Welsbach Electric Corp.		Administrative	Citizens Idling Summons	000674674P	7/30/2019	5/3/2021	Paid	7/22/2021	Y				s5,2	Final	7/22/2021	
Welsbach Electric Corp.		Administrative	Citizens Idling Summons	000671303M	12/18/2019	7/19/2021	Pending		Y				S1,5		7/22/2021	New Hearing Date
Welsbach Electric Corp.		Administrative	Citizens Idling Summons	000675140P	1/7/2020	5/17/2021	Dismissed	5/20/2021	Y				s5,1	Final	7/22/2021	
Welsbach Electric Corp.		Administrative	Citizens Idling Summons	000670363J	2/2/2020	10/25/2021	Pending		Y				S1,5		7/22/2021	New Hearing Date
Welsbach Electric Corp.		Administrative	Citizens Idling Summons	000675147H	2/4/2020	5/17/2021	Dismissed	5/20/2021	Y				s5,1	Final	7/22/2021	
Welsbach Electric Corp.		Administrative	Citizens Idling Summons	000675146X	2/4/2020	5/17/2021	Dismissed	5/20/2021	Y				s5,1	Final	7/22/2021	

Welsbach Electric Corp.	[redacted]	Administrative	Citizens Idling Summons	000286485L	4/17/2020	7/28/2021	Pending		Y				S1,5		7/22/2021	New Hearing Date
Welsbach Electric Corp.		Administrative	Citizens Idling Summons	000674573X	10/27/2020	4/28/2021	Paid	4/22/2021	Y		Y		s5,2	Final	4/30/2021	
Welsbach Electric Corp.		Administrative	Citizens Idling Summons	000674894R	11/5/2020	5/10/2021	Paid	5/10/2021	Y				s5,2	Final	7/22/2021	
Welsbach Electric Corp.		Administrative	Citizens Idling Summons	000674899X	11/9/2020	5/10/2021	Paid	5/10/2021	Y				s5,2	Final	7/22/2021	
Welsbach Electric Corp.		Administrative	Citizens Idling Summons	00675258K	11/16/2020	8/18/2021	Pending		Y				S1,5		7/22/2021	New Hearing Date
Welsbach Electric Corp.		Administrative	Citizens Idling Summons	0006755533X	12/23/2020	5/10/2021	Dismissed	6/21/2021	Y				s5,1	Final	7/22/2021	
Welsbach Electric Corp.		Administrative	~~Citizens Idling Summons~~	~~000665765x~~	~~12/18/2019~~	~~6/20/2020~~	~~Processing~~		No		Y		s5,2		4/30/2021	*Not Entered Record Not Found
Welsbach Electric Corp.		Administrative	~~Citizens Idling Summons~~	~~000666660X~~	~~12/20/2019~~	~~6/18/2020~~	~~Processing~~		No		Y		s5,2		4/30/2021	*Not Entered Record Not Found
Welsbach Electric Corp.		Administrative	Citizens Idling Summons	000674209J	3/21/2020	4/19/2021	Paid	4/22/2021	Y		Y		s5,2	Final	4/30/2021	
Welsbach Electric Corp.		Administrative	Citizens Idling Summons	000673999Z	8/31/2020	8/9/2021	Processing		Y				S1,5		7/22/2021	
Welsbach Electric Corp.		Administrative	Dismissed Citizens Idling Summons	000674103L	9/22/2020	4/14/2021	Dismissed	4/14/2021	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.		Administrative	Dismissed Citizens Idling Summons	000674102J	9/22/2020	4/14/2021	Dismissed	4/14/2021	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.		Administrative	Dismissed Citizens Idling Summons	000604111L	10/2/2020	4/14/2021	Dismissed	4/14/2021	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.		Administrative	Dismissed Citizens Idling Summons	000674116K	10/7/2020	4/14/2021	Dismissed	4/14/2021	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.		Administrative	Citizens Idling Summons	000676719Z	2/12/2020	7/14/2021	Pending		Y				S1,5		7/22/2021	New Hearing Date
Welsbach Electric Corp.		Administrative	Citizens Idling Summons	000675523M	11/4/2020	5/5/2021	Paid	5/19/2021	Y				s5,2	Final	7/22/2021	
Welsbach Electric Corp.		Administrative	Citizens Idling Summons	000675517X	10/26/2020	5/5/2021	Paid	5/19/2021	Y				s5,2	Final	7/22/2021	
Welsbach Electric Corp.		Administrative	DISMISSED Citizens Idling Summons	000676198M	11/9/2020	5/19/2021	Dismissed	6/16/2021	Y				s5,1	Final	7/22/2021	
Welsbach Electric Corp.		Administrative	Citizens Idling Summons	000675541X	12/4/2020	5/5/2021	Paid	7/22/2021	Y				s5,2	Final	7/22/2021	

EMCOR Construction Services
1420 Spring Hill Road, Suite 500
McLean, VA 22102
Phone: 703.556.8000
Fax: 703.556.0890

August 10, 2023

Re: Paul Tortorice Settlement

To Whom it May Concern:

This letter confirms that the complaint brought by Paul Tortorice against Welsbach Electric Corp. and EMCOR Construction Services, Inc. has been settled and the complaint has been dismissed with prejudice. This settlement fully resolves any and all disputes between the parties.

Sincerely,

Anaila Garvey

Anaila Garvey
Vice President of Human Resources
EMCOR Construction Services, Inc.
Office: 703-556-8052

Welsbach Electric
of Long Island
An EMCOR Company

Welsbach Electric Corp. of L.I.
300 Newtown Road
Plainview, NY 11803
516.454.0023 • Fax: 516.454.0282

CERTIFICATE OF SECRETARY OF WELSBACH ELECTRIC CORP. OF L.I.

The undersigned, Darlene Kummer, certifies that she is the duly elected, qualified and acting Secretary of Welsbach Electric Corp. of L.I., a corporation duly organized and existing under the laws of the State of New York, and that as such Secretary, she is the keeper of the corporate records and seal of said Corporation.

The undersigned further certifies:

1. Attached hereto as Exhibit A is a true, correct and complete copy of a resolution adopted upon written consent of the sole director of this Corporation dated as January 1, 2024; and said resolution does not contravene any provision of the certificate of incorporation or by-laws of said Corporation and has not been rescinded or modified in any respect but still remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of January 2024.

Darlene Kummer, Secretary

EXHIBIT A

RESOLVED, that the following persons be, and hereby are, elected to hold the office of the Corporation set forth opposite his/her name until such time as his/her successor is elected and shall have qualified:

Michele Valenti	President/Chief Executive Officer and Treasurer
Daniel Piquette	Vice President of Industrial/Commercial and Asst. Secretary
Darlene Kummer	Vice President of Transportation and Secretary
Kevin Gmelin	Assistant Vice President

DEPARTMENT OF BUILDINGS
SAFETY INSPECTION AND ENFORCEMENT
TOWN OF NORTH HEMPSTEAD, MANHASSET, NY
Stephen N. Haramis, CPCA Commissioner of Buildings

License Type **Master Electrician**

Daniel Piquette
Welsbach Electric Corp. of LI
300 Newtown Rd
Plainview NY 11803-4310

License Number [redacted]
Date Issued **12/10/2025**
Renewal Date **12/31/2028**

Having given satisfactory evidence of competency, the above licensee is hereby licensed in accordance with Chapter 2 of the Code of Town of North Hempstead, subject to the provisions of said code and all laws or ordinances applicable thereto.

Member, Examining Board of Electricians

Number of Vehicles Registering: 02

TOWN OF NORTH HEMPSTEAD
LICENSED ELECTRICIAN
VEHICLE STICKER ID 11954
EXPIRES DEC. 31, 20
25 | 26 | 27 | [redacted] | 29 | 30 | 31

TOWN OF NORTH HEMPSTEAD
LICENSED ELECTRICIAN
VEHICLE STICKER ID 11955
EXPIRES DEC. 31, 20
25 | 26 | 27 | [redacted] | 29 | 30 | 31

License No. [redacted]

Electrician's License
Town of Oyster Bay

Department of Planning and Development

Town Hall

Oyster Bay, New York 11771

Date Expires 12/31/2026

Date Issued 12/19/2023

IS A DULY LICENSED ELECTRICIAN AND IS AUTHORIZED TO DO ELECTRIC WORK IN THE TOWN OF BAY

Name DANIEL T. PIQUETTE

Fee Paid $150.00

Address [redacted]

TOBDPD – Electrician's License – Electrician's Copy

Timothy R. Zike

Deputy Commissioner
Department of Planning and Development

Town of Hempstead
Building Department
One Washington Street
Hempstead, NY 11550
(516) 538-8500

Tri-Town

Master Electrician's License

[redacted]

PIQUETTE, DANIEL
WELSBACH ELECT. CORP. OF L.I.
300 NEWTOWN ROAD
PLAINVIEW, NY, 11803

Renewal License Expiration Date: December 31, 2026 **License Year:** 2019

Having given satisfactory evidence of competency is hereby licensed as a Master Electrician in accordance with the Electrical Code of the Town of Hempstead subject to the said provisions of said Electrical Code and Laws and Ordinances applicable thereto.

Acting Commissioner of Buildings
Frederick A Jawitz
Acting Commissioner

Chairman Electrician's Examining Board

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Darlene Kummer [DKUMMER@EMCOR.NET]

Dated: 06/26/2026 01:07:08 pm

Vendor: Welsbach Electric Corp. of L.I.

Title: Vice President of Transportation / Secretary

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Daniel T. Piquette
Date of birth: [redacted]
Home address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 300 Newtown Rd

City: Plainview State/Province/ Territory: NY Zip/Postal Code: 11803
Country US
Telephone: 5164540023

Other present address(es): 300 Newtown Rd

City: Plainview State/Province/ Territory: NY Zip/Postal Code: 11803
Country: US
Telephone: 5164540023

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	01/15/2022		
(Other)			

Type Other
Description Asst. Secretary
Start Date 01/15/2022

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Daniel T. Piquette , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Daniel T. Piquette , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Welsbach Electric Corp. of L.I.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Daniel T. Piquette DAN_PIQUETTE@EMCORGROUP.COM

Vice President of Industrial / Commerial / Asst. Secretary

Title

06/26/2026 03:35:06 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Darlene Kummer
   Date of birth: [redacted]
   Home address: [redacted]

   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 300 Newtown Road

   City: Plainview State/Province/ Territory: NY Zip/Postal Code: 11803
   Country US
   Telephone: 5164540023

   Other present address(es): 300 Newtown Rd

   City: Plainview State/Province/ Territory: NY Zip/Postal Code: 11803
   Country: US
   Telephone: 5164540023

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	01/01/2024
Chief Financial Officer		Partner	
Vice President	01/15/2022		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Darlene Kummer , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Darlene Kummer , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Welsbach Electric Corp. of L.I.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Darlene Kummer DKUMMER@EMCOR.NET

Vice President of Transportation / Secretary

Title

06/26/2026 12:28:50 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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1. Principal Name: Kevin Gmelin
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 300 Newtown Rd
   City: Plainview State/Province/ Territory: NY Zip/Postal Code: 11803
   Country US
   Telephone: 5164540023

   Other present address(es): 300 Newtown Rd
   City: Plainview State/Province/ Territory: NY Zip/Postal Code: 11803
   Country: US
   Telephone: 5164540023

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type Other
Description Asst. Vice President
Start Date 09/01/2019

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
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YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Kevin Gmelin , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Kevin Gmelin , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Welsbach Electric Corp. of L.I.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Kevin Gmelin KEVIN_GMELIN@EMCORGROUP.COM

Asst. Vice President

Title

06/26/2026 12:29:57 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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1. Principal Name: Michele L. Valenti
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 300 Newtown Road
   City: Plainview State/Province/ Territory: NY Zip/Postal Code: 11803
   Country US
   Telephone: 516-454-0023

   Other present address(es): 300 Newtown Rd
   City: Plainview State/Province/ Territory: NY Zip/Postal Code: 11803
   Country: US
   Telephone: 5164540023

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	01/01/2024	Treasurer	01/15/2022
Chairman of Board		Shareholder	
Chief Exec. Officer	01/01/2024	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Michele L. Valenti , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Michele L. Valenti , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Welsbach Electric Corp. of L.I.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Michele L. Valenti MVALENTI@EMCOR.NET

President / C.E.O. / Treasurer

Title

06/26/2026 01:16:10 pm

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Welsbach Electric Corp. of L.I.

Address: 300 Newtown Rd

City: Plainview State/Province/Territory: NY Zip/Postal Code: 11803

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Public Corp (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: WEC LI Officer Affidavit, 2024.pdf

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

See Emcor Group, Inc. 2025 Annual Report (10k) for Executive Officers (Page 109) and Board of Directors (Page 109) of Emcor Group, Inc.

1 File(s) uploaded: EMCOR_2025_AR_and_Form-10K.pdf

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

See Emcor Group, Inc. 2025 Annual Report (Attached under Question 5) and Attachment 1 for a list of Affiliates. Welsbach Electric Corp. of L.I. is indirectly owned by Emcor Group Inc. and wholly owned by EMCOR Mechanical/Electrical Services East, Inc. Welsbach Electric Corp. of L.I. is the only Emcor Mechanical/Electrical Services East, Inc. subsidiary that will be taking part in the performance of any Nassau County contracts.

1 File(s) uploaded: Attachment 1, EMCOR East Affliates.pdf

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

300 Newtown Rd

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Darlene Kummer [DKUMMER@EMCOR.NET]

Dated: 06/26/2026 01:43:17 pm

Title: Vice President of Transportation / Secretary

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Welsbach Electric
of Long Island
An EMCOR Company

Welsbach Electric Corp. of L.I.
300 Newtown Road
Plainview, NY 11803
516.454.0023 • Fax: 516.454.0282

CERTIFICATE OF SECRETARY OF WELSBACH ELECTRIC CORP. OF L.I.

The undersigned, Darlene Kummer, certifies that she is the duly elected, qualified and acting Secretary of Welsbach Electric Corp. of L.I., a corporation duly organized and existing under the laws of the State of New York, and that as such Secretary, she is the keeper of the corporate records and seal of said Corporation.

The undersigned further certifies:

1. Attached hereto as Exhibit A is a true, correct and complete copy of a resolution adopted upon written consent of the sole director of this Corporation dated as January 1, 2024; and said resolution does not contravene any provision of the certificate of incorporation or by-laws of said Corporation and has not been rescinded or modified in any respect but still remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of January 2024.

Darlene Kummer, Secretary

EXHIBIT A

RESOLVED, that the following persons be, and hereby are, elected to hold the office of the Corporation set forth opposite his/her name until such time as his/her successor is elected and shall have qualified:

Michele Valenti	President/Chief Executive Officer and Treasurer
Daniel Piquette	Vice President of Industrial/Commercial and Asst. Secretary
Darlene Kummer	Vice President of Transportation and Secretary
Kevin Gmelin	Assistant Vice President

ATTACHMENT I

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS
QUESTION 2.0

AFFILIATES OF BUSINESS ENTITY
(All 100% Owned by EMCOR Mechanical/Electrical Services East, Inc.)

NAME & ADDRESS	BUSINESS	EMPLOYER ID#
Heritage Mechanical Services, Inc. 70 Schmitt Blvd. Farmingdale, NY 11735 (516) 558-2000 (NY 03/26/1973)	HVAC design manufacture & installation; sheet metal fabrication	[redacted]
JC Higgins Corp. 70 Hawes Way Stoughton, MA 02072 (781) 341-1500 (DE 06/05/1990)	Mechanical Contractor	[redacted]
Penguin Maintenance & Services Inc. Five Penn Plaza New York, NY 10001 (718) 706-6500 (DE 01/09/1991)	Maintenance of HVAC systems	[redacted]
Penguin Air Conditioning Corp. Five Penn Plaza New York, NY 1001 (718) 706-6500 (NY 11/27/1951)	HVAC Contractor	[redacted]
Welsbach Electric Corp. 111-01 14th Avenue College Point, NY 11356 (718) 670-7900 (DE 03/17/1972)	Construction & maintenance of street lighting, traffic lights, fire alarm, outdoor lighting & electrical distribution systems	[redacted]
Welsbach Electric Corp. of L. I. 300 Newtown Road Plainview, NY 11803 (516) 454-0023 (NY 11/14/1955)	Outdoor electrical contracting	[redacted]
R.S. Harritan & Company Inc. 2941 Space Road Richmond, VA 23234 (804) 275-7821 (VA 10/26/1997)	Industrial Services	[redacted]
Forest Electric Corp. 1375 Broadway, Floor 7 New York, NY 10018 (212) 318-1500 (NY 03/14/1978)	Electrical Contractor	[redacted]

FORMER AFFILIATES OF BUSINESS ENTITY
(Previously 100% Owned by EMCOR Mechanical/Electrical Services East, Inc.)

NAME & ADDRESS	BUSINESS	EMPLOYER ID#
Midland Fire Protection, Inc. 70 Hawes Way Stoughton, MA 02072 (781) 341-1500 (RI 11/17/1981)	Fire Protection Contractor	[redacted]
Professional Mechanical Contractors, LLC 367 Research Parkway Meriden, CT 06450 (203) 630-7200 (CT 6/7/95)	Mechanical Contractor	[redacted]

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: August 26, 2026

SUBJECT: **RECOMMENDATION OF AWARD**

Contract Number: **T62250-07M**

Title: **Traffic Signal Maintenance Contract**

Engineer's Estimate: **$19,322,000.00**

Bids Received On: **June 30, 2026**

The bids received for the above referenced contract have been examined and the bid submitted by Welsbach Electric Corp. of L.I. in the amount of $19,422,440.00 is acceptable as the lowest responsible bidder. There was two (2) bids for this contract. Welsbach's bid was approximately 0.52% higher than the Engineer's estimate. Welsbach has shown to be a responsible bidder in the past for this type of work.

The actual bid amount in this contract is not the necessarily the amount that will be encumbered. This contract's funding is provided partly through operating and partly through Capital Funding. The operating costs have a rough known quantity but also have to take into account new signals that are put into operation during the course of this contract, while the T&M Capital Repairs are unknown, and include storms, vehicle accidents, repairs, and equipment deterioration but are based upon past experience in the Department. The contract is critical in order to keep the signals in good working order and so that the Department can respond to traffic safety concerns immediately. The contract must be in place by January 1, 2027, so that there is no break in service associated with maintenance of our signal infrastructure.

If you approve or disapprove of the above referenced request, please signify below and return this memo to this office for appropriate action.

Michael Kwaschyn

Michael Kwaschyn
Commissioner

MK:JGP:HTL:FDL:jd
Attachments
c: Joseph G. Pecora, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Harold T. Lutz, Director of Traffic Engineering
Frank DeLucia, Unit Head, Traffic Signal Construction and Operations Unit

APPROVED:

9/29/26

Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

Bid Opening: 6 /30/2026 **Engineer:** Harold Lutz **Phone:** (516) 571-9453

Contractor	Address	Insurance	Payment	Bid Amount	Alternate Bid
Welsbach Electric Corp. of Long Island	300 Newtown Road Plainview, NY 11803	Travelers Casualty and Surety C	$200,000.00	$19,422,440.00	$0.00
Hinck Electrical Contractor, Inc.	75 Orville Drive,Ste 1 Bohemia, NY 11716	Fidelity & Deposit Company of	$200,000.00	$26,161,250.00	$0.00

The above is a review of the bids and subsequent list of all the bids that were read aloud at the public bid opening. Listed bids may be subsequently withdrawn or disqualified. The list does not reflect the Department's determination of the lowest responsible bidder.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Michael Kwaschyn, Commissioner

FROM: Joseph G. Pecora, Deputy Commissioner

DATE: August 26, 2026

SUBJECT: Low Participation for Traffic Signal Maintenance Contract
Bid Contract No. T62250-07M

The Traffic Signal Maintenance contract was advertised in the New York Post, New York State Contract Reporter (NYSCR) and the County Solicitation Board on May 27, 2026, with the bid opening on June 30, 2026.

Fifty-Six (56) Vendors were notified of the solicitation. Four (4) vendors viewed the solicitation from the County Solicitation Board. Two (2) vendors purchased the Contract Documents, and two (2) bids were received.

Upon investigating the low participation via inquiry, it has been determined that the general response has been consistent. There are five (5) approved vendors currently to work on traffic signals due to their specialized nature. The general claim is that the maintenance contract was not in their general business model for the time being, that they prefer working on the construction end of the contract. One (1) vendor claimed that they had too much other work to be able to bid for this contract.

The following are the answers to anticipated questions:

1. Review the specification to ensure that it is not unduly restrictive so as to limit competition. Is any component of the solicitation so restrictive that only one (1) or a small number of vendors is capable of responding to the solicitation? If so, were those vendors notified of the solicitation? ***Response: The bid was not restrictive, however, there is a limited pool of qualified firms that have appropriate staff, experience and resources to maintain the level of labor, materials and equipment necessary to meet the requirements of the contract. All five eligible vendors were notified that the bid documents were available.***

2. Was the solicitation advertised and posted on the County website as required? ***Response: The bid was advertised in NYSCR, New York Post, and the County Solicitation Board.***
3. *Would we be likely to obtain greater vendor participation by advertising in other venues (e.g. New York State Contract Reporter, trade journals, other local media, etc.)?* ***Response: The RFP was advertised in NYSCR and New York Post.***
4. Was the NIGP commodity code used to conduct the solicitation appropriate? Were appropriate vendors registered with the County for that commodity code or otherwise notified? ***Response: The correct commodity codes were utilized in the County Solicitation Board. Accordingly, the vendors registered for that commodity code received an automatic notification.***

SUBJECT: Low Participation for Traffic Signal Maintenance Contract
Bid Contract No. T62250-07M

5. Is the market for the specified goods or services structurally limited (i.e. are there geographic, capital, vendor capacity, service schedule, or other requirements) such that the greater vendor participation is not possible? ***Response: Yes, there are five (5) approved contractors that could perform the type of work that is needed.***

6. Survey vendors that received notice of the solicitation but did not respond to determine why the vendor chose not to do so. Typical responses include but are not limited to:

   a. The vendor did not see the advertisement. ***Response: Fifty-Six (56) vendors were notified. Four (4) vendors viewed the solicitation on the County Solicitation Board, and two (2) vendors picked up the bid package.***

   b. The vendor does not offer the specified goods/services as a follow-up, ask if the specification is too specific to a competitor's product (is the specification "brand- specific" or written to one manufacturer's or service provider's offering?), ***Response: The work specification was not too specific so as to restrict participation. One vendor stated that the liability that they have to assume is too great.***

   c. The vendor is too busy with other work at this time. ***Response: One vendor contacted stated they were too busy to bid on the work.***

   d. The vendor is not interested in pursuing a County contract at this time-as a follow-up, as to why this is the case. ***Response: Vendors cited a concern about the amount of other work they had at the time of the contract offering.***

Joseph G Pecora
Joeseph G. Pecora
Deputy Commissioner

JGP:HTL:FD:jd
c: Jane Houdek, Attorney, Public Works
Loretta Dionisio, Assistant to Deputy Commissioner
Harold T. Lutz, Director of Traffic Engineering
Frank DeLucia, Unit Head Traffic Signal Construction and Operations Unit

APPROVED:

Michael Kwaschyn 8/27/26
Michael Kwaschyn Date
Commissioner

DISAPPROVED:

Michael Kwaschyn Date
Commissioner

Request to Initiate - R26-0061 (P25-0168 - Traffic Signal Maintenance T62250-07M)

RTI Status	**Active**		
Request Type	**Requirements Work/Blanket Order**		
Service Requested	**Authorization to Advertise & Let the Traffic signal Maintenance Contract T62250-7M**		
Justification	**This contract will enable N.C. to quickly make repairs, modifications and maintain the County's existing 1600 traffic signals, 400 miscellaneous devices and 600 streetlights and related equipment 24 hours/ 7days a week.**		
Requested By	**Public Works**	Project Manager	**Michael Kurpisz**
Project Cost for this Phase / Contract	**Construction**		
PIR Phase Amount Listed	**19,320,000.00**	Phase Cost	**19,320,000.00**
Total Project Cost	**$19,320,000.00**		
Start Work	**01/01/2027**	Duration	**36 months**
Renewal Options			
Procurement Method	**Formal Sealed Bid**		
Procurement Method Reason			
Priority Justification	**Other**		

Funding Source

Funding Type	Capital Project	Capital Detail	Funding Code	County	Federal (Direct)	Federal (Pass Thru State)	State	Other	Created On	Created By
Operating			PWGEN0150	19,320,000.00		0			02/09/2026	James Woytysiak

State Environmental Quality Review Act

Type II Action

Supplemental Environmental Documentation

Outsourcing Questionnaire

Question	Answer
Does the County own the proper equipment to do the work?	
If the County does not own the proper equipment can it rent/lease the equipment?	
If the County does not own the proper equipment what is the time frame to buy the equipment?	
If the County does not own the proper equipment what is the cost of the equipment?	
If the Department, chooses to buy the equipment is the cost budgeted?	
If Yes and choosing to outsource, please explain why?	
What is the duration of the project if done inhouse? • Employee / Man Hours • Number of DaysShow calculations.	
What is the duration of the project if out sourced?	
What is the priority of the project? (Emergency, High, Medium, Low)	
Is the project subject to seasonality?	
What is the project cost of the project in done in-house? • Labor • MaterialsShow calculation if possible.	
What is the project cost of the project if outsourced?	
Does this require a specific skill set not currently within the County work force?	
Does the Title exist to perform the function?	
Does the skill set require specific training?	
Does the Skill set require certification certificates?	
Are continuing education credits required to maintain certification?	
Is this a task that must be performed often?	
If the task is not performed often would the employee remain proficient in the duties required?	
Is this project installing an operation system requiring a licensed installer from the manufacture?	
Are there any warranties that would be voided if not installed by a licensed person or company?	
Do County employees always perform this function?	
If County employees do not normally perform the function, please specify why?	
If County employees normally perform the function why is DPW choosing to outsource?	
Is there associated risk liability that would necessitate outsourcing?	
Is the project paid via outside funding?	
Does the outside funding require outsourcing for it to be reimbursed?	

Approvals

Request Submitted	**Michael Kurpisz**	**02/06/2026 11:39 am**
Funding Added	**See Funding Source Tab**	
Capital Funding Approved	**James Woytysiak**	**02/09/2026 09:00 am**
AIM Entered	**Deanna Funk**	**02/09/2026 09:53 am**
Time Sheet Code	**26-0061**	
Commissioner Approved	**William Nimmo**	**02/10/2026 09:02 am**
DCE / Ops Approved	**Eleftherios Sempepos**	**02/17/2026 10:49 am**

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Michael Kurpisz, Unit Head, Traffic Signal Construction and Operations Unit

FROM: Office of the Commissioner

DATE: February 10, 2026

SUBJECT: CSEA Sub-Contracting Approval
C26-0061 Contract Number: T6225007M
Traffic Signal Maintenance Contract

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. The Department has determined that it will proceed with the above-referenced contract known as **C26-0061**.

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

Sean McBride
Deputy Commissioner

SM:jd
c: Michael Kwaschyn, Commissioner
Joseph G. Pecora, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS C25-0061

Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Kris Kalender, President

FROM: Department of Public Works

DATE: February 6, 2026

SUBJECT: CSEA Notification of a Proposed DPW Contract
Traffic Signal Maintenance Contract
Proposed Contract Number: T6225007M

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA Contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by the bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services: Traffic Signal Maintenance Contract.

2. The work involves the following: This contract will enable us to expedite and quickly repair any traffic signals, miscellaneous devices, and street lighting equipment owned and maintained by Nassau County. It involves twenty-four (24) hour a day service and maintenance, T&M repairs, modifications, device installations, and other related work. This work must be performed by properly trained, equipped, and experienced personnel with the proper vehicles in order to avoid legal liability, ensure public safety, move traffic efficiently and conform to current standards.

3. An estimate of the cost is $19,320,000.00

4. An estimate of the duration is Three (3) years.

5. Due to the nature and complexity of this work, historically, projects of this type have not been completed utilizing County work force.

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Sean McBride, Deputy Commissioner, telephone 1-6887, fax (516) 571-9657.

Sean McBride
Deputy Commissioner

SM:JGP:HTL:MRK:lmm
c: Melissa Gallucci, Commissioner, Human Resources
Ross Bratin, Deputy Director, Office of Labor Relations
Joseph G. Pecora, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Yansick, Unit Head, Financial Services Unit
Tracy Ritchie, Unit Head, Human Resources Unit
Harold T. Lutz, Director of Traffic Engineering
Michael R. Kurpisz, Unit Head, Traffic Signal Construction and Operations Unit
Elizabeth Cotton, Special Assistant, Office of Labor Relations
Michael R. Golio, Labor Relations Assistant, Office of Labor Relations

CONTRACT NO. T6225007M

ITEM NO.	APPROX. QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE BID DOLLARS CENTS	BID FACTOR	TOTAL DOLLARS CENTS
1	1,600 EACH	**TRAFFIC SIGNAL LIGHT INTERSECTIONS** For One hundred thirty-six dollars and no cents Dollars Cents	136.00	x 36	7,833,600.00
2	350 EACH	**MISCELLANEOUS DEVICES** For One hundred twenty-five dollars and no cents Dollars Cents	125.00	x 36	1,575,000.00
4A	124,000 EACH	**TRAFFIC SIGNAL LIGHT RELAMP** For Forty dollars and no cents Dollars Cents	40.00	x 1	4,960,000.00
419S-075	1,000 L.F.	**FURNISH & INSTALL 3/4" STEEL CONDUIT FOR LOOPS** For Two dollars and no cents Dollars Cents	2.00	x 1	2,000.00
422LX	16,000 L.F.	**FURNISH & INSTALL LOOP WIRE** For Four dollars and no cents Dollars Cents	4.00	x 1	64,000.00

NO TEXT ON THIS PAGE

CONTRACT NO. T6225007M

ITEM NO.	APPROX. QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE BID DOLLARS CENTS	BID FACTOR	TOTAL DOLLARS CENTS
422LSX	6,000 L.F.	**FURNISH & INSTALL SAWCUT FOR LOOP** For Twenty dollars and no cents Dollars Cents	20.00	x 1	120,000.00
5A	75 EACH	**PAINT - STRAIN POLE** For Thirty dollars and no cents Dollars Cents	30.00	x 1	2,250.00
5B	25 EACH	**PAINT - AUXILIARY POLE** For Forty dollars and no cents Dollars Cents	40.00	x 1	1,000.00
5C	50 EACH	**PAINT - POST** For Thirty dollars and no cents Dollars Cents	30.00	x 1	1,500.00
5D	5 EACH	**PAINT - MAST ARM** For Thirty dollars and no cents Dollars Cents	30.00	x 1	150.00

NO TEXT ON THIS PAGE

CONTRACT NO. T6225007M

ITEM NO.	APPROX. QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE BID DOLLARS CENTS	BID FACTOR	TOTAL DOLLARS CENTS
5E	150 EACH	**PAINT - MAST ARM & POLE** For Thirty dollars and no cents Dollars Cents	30.00	x 1	4,500.00
5F	600 EACH	**PAINT - SIGNAL HEAD** For Thirty dollars and no cents Dollars Cents	30.00	x 1	18,000.00
5G	160 EACH	**PAINT - PEDESTRIAN SIGNAL** For Thirty dollars and no cents Dollars Cents	30.00	x 1	4,800.00
5H	25 EACH	**PAINT - CONTROL BOX** For Twenty dollars and no cents Dollars Cents	20.00	x 1	500.00
5J	400 EACH	**PAINT - PUSHBUTTON** For Ten dollars and no cents Dollars Cents	10.00	x 1	4,000.00

NO TEXT ON THIS PAGE

CONTRACT NO. T6225007M

ITEM NO.	APPROX. QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE BID DOLLARS CENTS	BID FACTOR	TOTAL DOLLARS CENTS
5L	100 EACH	**PAINT - TRAFFIC SIGNAL NUMBER COMPLETE** For Five dollars and no cents Dollars Cents	5.00	x 1	500.00
5M	1 EACH	**PAINT - SIGN STRUCTURE COMPLETE** For Two hundred dollars and no cents Dollars Cents	200.00	x 1	200.00
5N	10 EACH	**REFURBISH SIGNAL SECTION** For Twenty-two dollars and no cents Dollars Cents	22.00	x 1	220.00
5P	10 EACH	**PAINT - TRAFFIC SIGNAL HARDWARE** For Twenty-two dollars and no cents Dollars Cents	22.00	x 1	220.00
6	$90,000 L.S.	**FURNISH EQUIPMENT-AS ORDERED (Forced Bid)** For Ninety-Thousand - and 00/100 Dollars Cents	$90,000 .00	x 1	$90,000 .00

NO TEXT ON THIS PAGE

CONTRACT NO. T6225007M

Bidders are hereby notified that the listing of all electrically operated traffic control devices and miscellaneous devices under the jurisdiction of the Department may be seen by contacting the Engineer.

Division 2, Section 3 - Time and Material

Material: **$262,500** x 10% Ten (Overhead and Profit Percentage + 100%) equals 110% One hundred ten percent — $ 288,750.00

Material RM: **$525,000** x 5% (Forced Bid) (Overhead and Profit — $ **551,250.00**

Time: **$3,000,000** x 30% Thirty (Overhead and Profit Percentage + 100%) equals 130% One hundred thirty percent — $ 3,900,000.00

(Note: The figures in both the Time and Material percentages are not indicative of an estimated price. This figure is merely inserted as a basis for bidding purposes. The County reserves the right to delete, increase or decrease the figures in both Time and Material and the estimated units, any time during the duration of the Contract. Note: Material supplied or provided under T&M RM will be paid at invoice plus 5%.

Total Maintenance Items	$ 14,682,440.00
Total Time and Material	$ 4,740,000.00
Total Bid	$ 19,422,440.00

TOTAL OR GROSS BID MUST BE WRITTEN IN WORDS:

For Nineteen million four hundred twenty-two thousand four hundred forty dollars and no cents

Dollars **Cents**

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 71 years

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 71 years

   b. as a Subcontractor 71 years

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer

See Attachment #2

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer	
[redacted]	TSL Maintenance	85%	NCDPW 1194 Prospect Ave	T62250-06M
	TSL Maintenance	100%	NCDPW 1194 Prospect Ave	T62250-05M
	TS Requirements	100%	NCDPW 1194 Prospect Ave	T62017-08E
	TS Ops, Phase VI	100%	NCDPW 1194 Prospect Ave	T62000-05ER

(use additional blank sheets if additional space is necessary)

5. Have you:
   a. ever failed to complete any work awarded to You? NO
      If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? NO
      If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

Welsbach Electric Corp. of L.I.
Job List

Job	Owner	Contract	Description	Est Revenue	Start Date	Original Comp Date	Est Comp Date	Project Mgr
			Transportation Division					
032	Broadway Maintenance		Broadway Maintenance	[redacted]	01/01/25	12/31/26	12/31/26	DK
080	Garage		Garage		01/01/25	12/31/26	12/31/26	
081	Warehouse		Warehouse		01/01/25	12/31/26	12/31/26	
349	Town of Islip	DPW 4-2019	S.L. Maint & Inst		07/17/19	07/17/22	08/31/25	DK
380	N.C.D.P.W.	T62250-06M	T.S. Maint & Inst		01/01/24	12/31/25	12/31/26	DK
385	N.C.D.P.W.	T62000-07E	T.S. System Operations Ph VI		01/20/24	01/19/27	01/19/27	DK
386	N.C.D.P.W.	T62017-09E	T.S. Requirements		04/01/24	03/31/26	03/31/27	DK
388	Town of Huntington	TTTS 2023-02	T.S. Maint & Inst		12/07/23	12/06/24	12/06/26	DK
400	American Traffic Solutions		Red Light Camera		01/01/24	12/31/24	12/31/26	DK
401	Eversource Energy Service Co	ICE648	Sunrise Wind Loops (Haugland)		12/01/23	06/30/25	06/30/25	DK
403	Carman Place Apartments, LLC	2371002.030	Carman Pl Apt TS Mod (Conifer Le-Chase)		06/01/24	12/01/24	12/01/24	DK
405	Town of Islip	DPW 3-2024	S.L. Maint & Inst		10/15/24	12/31/27	12/31/27	DK
406	City of Long Beach		The Walks S.L. Inst (Novelli)		02/01/25	12/17/25	12/17/25	DK
407	City of Long Beach		Heron St SL Inst (Novelli)		02/01/25	12/17/25	12/17/25	DK
409	N.C.D.P.W.		Franklin & Ferngate TS Inst (United Paving		02/01/25	12/31/25	12/31/25	DK
410	BMW Manhasset	23-022	T.S. Upgrade (Racanelli)		08/01/25	12/31/25	12/31/25	DK
411	Village of Amityville		S.L. Inst Ped/Bike Path under LIRR Viaduct (Laser)		09/01/25	06/30/26	06/30/26	DK
412	N.C.D.P.W.	H60045-04G	Beech St TS Improvements (GGG)		09/01/25	08/31/26	08/31/26	DK
414	N.C.D.P.W.	T62565-01G	Incident Mgmt, Phase V		01/20/26	01/16/28	01/16/28	DK
415	N.C.D.P.W.	T62457-01G	Long Beach Rd TS Exp, Phase IX		03/18/26	09/17/27	09/17/27	DK
416	Nassau County		S.L. LED Upgrade (Grant & Vine)		11/19/25	04/14/26	06/30/26	DP
417	N.Y.S.D.O.T.		Reg 10 Fixture Inspection (Grant & Vin		12/06/25	12/09/25	12/09/25	DP
418	Village of Cedarhurst	TI-2026-001	S.L. Maint Services		02/26/26	02/25/27	02/25/27	DK
419	Town of Brookhaven	PO# UBP07483	Wireless PEC Socket Repairs (Ubicquia		03/01/26	04/15/26	04/15/26	DK
420	N.Y.S.D.O.T.		Reg 10 Safety Cable Inst (Grant & Vine		03/16/26	05/15/26	05/15/26	DP
490	Misc Maint Contracts		Villages, Towns & Private		01/01/25	12/31/26	12/31/26	DK
491	Lump Sums and T&M		Villages, Towns & Private		01/01/25	12/31/26	12/31/26	DK/DP
			Industrial Division					
671	Port Washington Water District	2022-02, EC	Christopher Morely Park Facility	[redacted]	06/15/22	05/30/24	06/30/26	DP
678	Suffolk Regional OTB	Phase I	Jake's 58 PL Lighting (Laser)		11/27/23	02/29/24	02/29/24	DP
679	SUNY Farmingdale	SUNY 2023-05	Farmingdale College Site Ltg (Laser)		03/01/24	04/08/25	04/08/25	DP
680	Town of Hempstead	PW 5-24	East Meadow Wells 6 & 8		06/14/24	03/01/26	06/10/26	DP
682	Village of Malverne	24078	Pine Stream Extension Site Ltg (Laser)		06/07/24	12/31/24	12/31/24	DP
684	Mineola UFSD	MNSD2305	Mineola MS Softball Field Reno (Laser)		10/01/24	04/08/25	04/08/25	DP
688	Mineola UFSD		Mineola MS Baseball Field Reno (Laser		09/01/25	04/08/26	04/08/26	DP
689	Massapequa UFSD		Berner MS Softball Field Ltg (Musco)		01/13/26	04/01/26	04/01/26	DP
691	Port Washington Water PCD	136E	Admin Bldg & Lab Upgrade		05/08/26	08/31/27	08/31/27	DP
692	Syosset CSD	SYSD2413	HB Thompson MS Athletic Upg (Laser)		04/13/26	08/31/26	08/31/26	DP

NO TEXT ON THIS PAGE

c. ever been declared a non-responsible bidder by any municipality or public agency? ___NO___
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? __NO___
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? __NO___
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? __NO___
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? ___NO___
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

NO TEXT ON THIS PAGE

d. that has ever been barred from bidding municipal or public contracts? NO
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? NO
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

NONE

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

NONE

10. In what other lines of business are you financially interested?

None. Welsbach Electric Corp. of L.I. is indirectly owned by EMCOR Group, Inc. and wholly owned by its significant subsidiary, Emcor Mechanical/Electrical Services East, Inc.

NO TEXT ON THIS PAGE

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
Michele Valenti	President / C.E.O.	36 Years	Electrical Construction & Maintenance	Finance/Mgmt
Darlene Kummer	VP of Transportation	41 Years	"	Proj Mgmt/Estimating
Dan Piquette	VP of Comm/Indust	32 Years	"	Proj Mgmt/Estimating
Kevin Gmelin	Labor Super	30 Years	"	Electrician/Super

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
See Attachment #3			

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

N/A

(use additional blank sheets if additional space is necessary)

WELSBACH ELECTRIC CORP. of L.I.

Equipment and Vehicle List

Vehicle #	Description	Vehicle ID #
1	2010 FR UTIL, WH	[redacted]
2	2002 FORD PICK, RD	
6	1997 FORD SUBN, WH	
17	2000 FORD UTIL, WH	
21	1997 GMC UTIL, WH	
24	1997 FORD VAN, WH	
29	1992 FORD VAN, WH	
31	2002 FORD UTIL, WH	
32	1999 FORD UTIL, WH	
35	2002 FORD VAN, WH	
39	2003 FORD VAN, WH	
40	2010 FORD VAN, WH	
41	2004 FORD UTIL, WH	
42	1990 INTER UTIL, WH	
43	2002 FORD VAN, WH	
45	2008 INTNL UTIL, WH	
48	2001 FREIG UTIL, WH	
49	2002 FORD SUBN, WH	
51	2000 FORD VAN, WH	
53	2000 FORD VAN, WH	
54	1997 FORD FLAT, WH	
56	1995 GMC DUMP, WH	
58	1995 INTER UTIL, WH	
65	2001 FORD VAN, WH	
66	2001 FORD VAN, WH	
73	2001 FORD VAN, WH	
74	1998 WE/CA TRLR, WH	
76	1995 FORD FLAT, WH	
78	2004 FORD FLAT, WH	
79	1997 FORD SUBN, WH	
80	1983 CUSTO FLAT, YW	
81	2003 FORD VAN, WH	
83	2001 GMC UTIL, WH	
84	2008 FORD UTIL, WH	
85	1997 FORD UTIL, WH	
87	1998 INTER UTIL, WH	
91	1999 FORD UTIL, BK	
92	1999 INTER UTIL, WH	
93	2001 INTER UTIL, WH	
94	2001 INTER UTIL, WH	
95	1992 GMC RBM, WH	

WELSBACH ELECTRIC CORP. of L.I.

Equipment and Vehicle List

Vehicle #	Description	Vehicle ID #
96	2001 INTER UTIL, WH	[redacted]
97	1997 INTER UTIL, WH	
99	2000 FORD PICK, WH	
102	1997 FORD DUMP, WH	
103	1997 FORD DUMP, WH	
104	1997 FORD DUMP, WH	
105	2001 INTER UTIL, WH	
106	1988 CURTI FLAT, YW	
110	1999 FRHT UTIL, WH	
112	1966 TRUCO TRLR,YW	
115	1999 FORD VAN, WH	
118	2001 INTER UTIL, WH	
119	2008 FORD UTIL, WH	
120	1989 BELSH FLAT, YW	
121	2006 JTC TRLR, WH	
122	1988 CURTI TRLR, YW	
123	2000 SHERM TRLR, YW	
124	2006 JTCS TRLR, NO CL	
125	2001 INTER UTIL, WH	
126	1994 FORD UTIL, YW	
129	2001 INT UTIL, WH	
131	2006 FORD VAN, WH	
134	2002 FORD VAN, WH	
135	2004 FORD VAN, WH	
150	2004 FORD VAN, WH	
166	2016 FORD PICK, GR	
167	2016 FORD PICK, WH	
170	1985 BUTLE FLAT, YW	
171	1992 CUSTO TRLR, OR	
177	2003 FORD VAN, WH	
178	2003 FORD VAN, WH	
200	2013 TRAFF TRLR, WH	
201	2004 ISUZU FLAT, WH	
202	2004 FORD SUBN, WH	
203	2008 FORD UTIL, WH	
204	2013 CHEVY UTIL, WH	
205	2014 BE/EN TRLR, WH	
207	2011 DODGE UTIL, WH	
210	1999 FORD VAN, WH	
211	2004 FORD UTIL, WH	
212	1999 FORD UTIL, GY	

WELSBACH ELECTRIC CORP. of L.I.

Equipment and Vehicle List

Vehicle #	Description	Vehicle ID #
213	2014 MANCO TRLR, OR	[redacted]
214	2006 FORD DELV, WH	
215	2006 FORD UTIL, WH	
216	2007 FORD UTIL, YW	
217	2012 FORD VAN, WH	
218	2013 FORD VAN, WH	
219	2008 FORD UTIL, WH	
220	2012 FORD VAN, WH	
221	2019 FORD VAN, WH	
222	2019 FORD VAN, WH	
223	2009 FORD VAN, WH	
225	2019 JEEP SUBN, WH	
226	2020 FORD PICK, WH	
227	2011 FREIG UTIL, WH	
228	2020 FORD PICK, WH	
229	2021 FORD PICK, WH	
230	2021 FORD PICK, WH	
231	2021 FORD VAN, WH	
232	2016 FORD PICK, WH	
233	2023 FORD VAN, WH	
234	2023 FORD VAN, WH	
235	2023 FORD VAN, WH	
236	2023 FORD VAN, WH	

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14. In what manner have you inspected this proposed work? Explain in detail.

We currently maintain the Traffic Signal, Computer Maintenance and Traffic Signal Requirements contracts under T62250-06M, T62000-07E & T62017-09E.

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

All work to be done in accordance to the contract documents and the latest specifications included or available to the contractor at the time of bid.

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

To be provided upon award

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term

See Sample Attachment #4

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ***MARSH USA LLC 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036 Phone: 866-966-4664 Emcor.Certrequest@marsh.com / Fax: 203-229-6787 CN102796740-Welsb-CON-25-26 380	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED WELSBACH ELECTRIC CORP. OF L.I. 300 NEWTOWN ROAD PLAINVIEW, NY 11803	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Continental Casualty Company — 20443 **INSURER B :** American Casualty Company of Reading, PA — 20427 **INSURER C :** Transportation Insurance Co — 20494 **INSURER D :** Continental Insurance Company — 35289 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-010954790-09 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			[redacted]	10/01/2025	10/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	12,000,000 1,000,000 25,000 12,000,000 14,000,000 14,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			[redacted]	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Auto Physical Damage	$ $ $ $ $	12,000,000 Included
D	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			[redacted]	10/01/2025	10/01/2026	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
B D C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		[redacted]	10/01/2025 10/01/2025 10/01/2025	10/01/2026 10/01/2026 10/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	 1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: WEC LI JOB NO.380 - CONTRACT NO: T62250-06M - NASSAU COUNTY TRAFFIC SIGNAL MAINTENANCE THROUGHOUT NASSAU COUNTY

ADDITIONAL INSURED UNDER ALL POLICIES (EXCEPT WORKERS COMPENSATION & EMPLOYERS LIABILITY) WHERE REQUIRED BY CONTRACT: THE COUNTY OF NASSAU, ALL MUNICIPALITIES, MUNICIPAL SUB-DIVISIONS; AND FEE OWNERS OF PROPERTIES, CONSULTANTS

WHERE REQUIRED BY CONTRACT, COVERAGE PROVIDED TO THE ADDITIONAL INSUREDS IS PRIMARY & NON-CONTRIBUTORY.

WAIVER OF SUBROGATION AS REQUIRED BY CONTRACT AND WHERE NOT PROHIBITED BY LAW.

CERTIFICATE HOLDER

COUNTY OF NASSAU
DEPTARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NY 11590-2723

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

Marsh USA LLC

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18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

NO TEXT ON THIS PAGE

NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

Michele Valenti Being duly sworn, deposes and says:
That she resides at [redacted] Street,
in the City of [redacted] that she is the President/C.E.O. of
Welsbach Electric Corp. of L.I.
the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that she signed her ~~his~~ name thereto by like order; and that she has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
this 30th day of June , 2026 .

DARLENE KUMMER
Notary Public, State of New York
No. 01KU6096716
Qualified in Suffolk County
Commission Expires August 4, 2027

Notary

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says:
That he is a member of
the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says:
That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

NO TEXT ON THIS PAGE

JOINT APPRENTICESHIP
and
TRAINING COMMITTEE
for the

Electrical Industry
OF NASSAU
& SUFFOLK COUNTIES

370 Motor Parkway
Hauppauge, NY 11788
(631) 434-3939
Fax: (631) 434-3991
www.lijatc.org

June 29, 2026

Welsbach Electric Corp. Inc.
300 Newtown Road
Plainview, NY 11803
ATTN: MS. M. Valenti, President

RE: T62250-07M, NCDPW
Traffic Signal Maintenance

Dear: Ms. Valenti:

Please be advised that because you are signatory in good standing to the Collective Bargaining Agreement between Local Union No. 25, I.B.E.W. and the National Electrical Contractors Association you are entitled to hire apprentices through the Joint Apprenticeship and Training Committee electrical apprenticeship program.

Our apprenticeship program is registered with the New York State Department of Labor and is approved and recognized as such, we also comply with all provisions of Nassau and Suffolk County Law.

If you currently employ or have employed apprentices in the past and you need to provide proof that the apprentice(s) is, are or were a part of a New York State registered apprenticeship program, we will be happy to provide you with a copy of a current AT-401 (New York State Apprenticeship Agreement) or a New York State Department of Labor Certification of Completion of Apprenticeship Training.

Sincerely,

JOINT APPRENTICESHIP
AND TRAINING COMMITTEE

Jon Cleaver
Training Director

JC/ek

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Darlene Kummer, VP of Transportation — 06/30/2026

Name and Title of Authorized Representative — m/d/yy

Signature — 06/30/2026 (Date)

Welsbach Electric Corp. of L.I.

Name of Organization

300 Newtown Rd, Plainview, NY 11803

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	Welsbach Electric Corp. of L.I.
Address (street/city/state/zip code):	300 Newtown Rd, Plainview, NY 11803
Authorized Representative (name/title):	Darlene Kummer, VP of Transportation
Authorized Signature:	
Contract Number:	T62250-07M
Contract/Project Name:	Nassau County Traffic Signal Maintenance
Contract/Project Description:	Maintenance of the Nassau County owned traffic signal system as per Contract documents and specifications

Part 2- Projected MBE/WBE/SDVOB Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	19,422,440.00		
Total MBE Dollar Amount	50,000.00	MBE Contract Percentage	0.25%
Total WBE Dollar Amount	200,000.00	WBE Contract Percentage	1.02%
Total SDVOB Dollar Amount	50,000.00	SDVOB Contract Percentage	0.25%
Total Combined M/WBE/SDVOB Dollar Amount	300,000.00	Combined M/WBE/SDVOB Contract Percentage	1.52%

NO TEXT ON THIS PAGE

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: T&D Engineering & Supply Address: City: Howell Township State/Zip Code: NJ 07731 Authorized Representative: Roy Delgado Telephone No. (856) 532-0910	Provide electrical materials on an as needed basis.	Amount ($): $ 25,000.00 Award Date:	Start Date: 01/01/2027 Completion Date: 12/31/2029
Name: DBE Electrical Supply Address: 48 Cherry Lane City: Floral Park State/Zip Code: NY 11001 Authorized Representative: Janani Shah Telephone No. (516) 825-7878	Provide electrical materials on an as needed basis.	Amount ($): $ 25,000.00 Award Date:	Start Date: 01/01/2027 Completion Date: 12/31/2029
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

NO TEXT ON THIS PAGE

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Marbelite Equipment Corp Address: 1913 Atlantic Ave City: Manasquan State/Zip Code: NJ 08736 Authorized Representative: Melissa Verdoni Telephone No. (732) 292-2100	Provide traffic equipment to fulfill contractor spare requirements and as needed.	Amount ($): $ 150,000.00 Award Date:	Start Date: 01/01/2027 Completion Date: 12/31/2029
Name: Turtle & Hughs Address: 1000 Prime Place City: Hauppauge State/Zip Code: NY 11788 Authorized Representative: Jeff Smith Telephone No. (631) 860-1267	Provide electrical materials on an as needed basis.	Amount ($): $ 25,000.00 Award Date:	Start Date: 01/01/2027 Completion Date: 12/31/2029
Name: ACT Electrical & Data Supply Address: 43-73 9th Ave City: Long Island City State/Zip Code: NY 11101 Authorized Representative: Linda Gruman Telephone No. (718) 937-3902	Provide electrical materials on an as needed basis.	Amount ($): $ 25,000.00 Award Date:	Start Date: 01/01/2027 Completion Date: 12/31/2029

NO TEXT ON THIS PAGE

Part 5- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount ($) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Citadel Electrical Supply, Inc. Address: 21 Rockland Park Ave City: Tappan State/Zip Code: NY 10983 Authorized Representative: Jordan Telephone No. (646) 705-0333	Provide electrical materials on an as needed basis.	Amount ($): $ 25,000.00 Award Date:	Start Date: 01/01/2027 Completion Date: 12/31/2029
Name: Veterans Electrical Supply Address: 132-20 Jamaica Ave City: Richmond Hill State/Zip Code: NY 11418 Authorized Representative: Andrew Bauk Telephone No. (718) 355-8789	Provide electrical materials on an as needed basis.	Amount ($): $ 25,000.00 Award Date:	Start Date: 01/01/2027 Completion Date: 12/31/2029
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Certified: --

E-110-26

Filed with the Clerk of the Nassau County Legislature
September 4, 2026
11:44AM

NIFS ID: CQPD26000006

Capital:

Contract ID #: **CQPD26000006**

NIFS Entry Date: **07/14/2026**

Department: Police Dept.

Service: **Impound and Towing Services**

Term: **Date of Execution-five years**

Contract Delayed:

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue: **X**	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **C&R Automotive** DBA: **AAAA1 Auto Body & Towing**	ID#:**201970936**
Main Address: **112 Duffy Ave** **Hicksville, NY 11801**	
Main Contact: **Thomas Schmeltzer**	
Main Phone: **(516) 931-8303**	

Department:
Contact Name: **Karen Taggart**
Address: **1490 Franklin Avenue** **Mineola, New York 11501**
Phone: **(516) 573-7210**
Email: **ktaggart@pdcn.org**

Contract Summary

Purpose: This is a new contract to provide vehicle impound and towing services for the Nassau County Police Department. The Department requires these services to be available at the direction of the Department seven days a week/ 24 hours a day to tow, store and release vehicles as needed by the Department. This contract has been awarded pursuant to Bid Number 96890-06115-120.

Procurement History: Bid Number 96890-06115-120. Contactor was selected as the highest responsible bidder for Zones 7,8,9,12,13,17,21 and 22 (Nassau County Ordinance 175-14) meeting the specifications and qualifications contained in the bid.

Description of General Provisions: Contractor will provide towing and storage services for the Police Department. Vendor will charge the owners of vehicles towing and storage fees which are set pursuant to County Ordinance.

Impact on Funding / Price Analysis: Contractor agrees to pay for the franchises granted herein as outlined below:

Zone 7 Bid $43,873.11 per annum

Zone 8 Bid $37,873.11 per annum

Zone 9	Bid $39,873.11 per annum
Zone 12	Bid $34,873.11 per annum
Zone 13	Bid $37,873.11 per annum
Zone 17	Bid $28,873.11 per annum
Zone 21	Bid $44,873.11 per annum
Zone 22	Bid $24,873.11 per annum

TOTAL: $292,984.88 per annum to be paid in monthly installments to the County.

Although the contracts awarded pursuant to this bid are revenue contracts, the County is required to pay towing and storage when a vehicle is placed on a Departmental hold.

Change in Contract from Prior Procurement: N/A

Method of Source Selection:

☑ Formal Sealed Bid awarded to lowest, responsible bidder

Contract #: 96890-06115-120

Advertised On: 05/08/2025

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Publicly Opened On: 06/11/2025

Number of bids received: 12

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
PDH	10	1143	DE	PDPDH1143	DE500	PDPDH1143 DE500	01	$120,000.00
						TOTAL		**$120,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$120,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$120,000.00**

Routing Slip

Department			
NIFS Entry	Karen Taggart	07/21/2026 11:07AM	Approved
NIFS Final Approval	Karen Taggart	07/22/2026 09:16AM	Approved
Final Approval	Karen Taggart	07/22/2026 09:16AM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	07/22/2026 05:31PM	Approved
RE & Insurance Verification	Shannon Molloy	07/24/2026 03:03PM	Approved
NIFS Approval	Mary Nori	07/29/2026 03:23PM	Approved
Final Approval	Mary Nori	07/29/2026 03:23PM	Approved
OMB			
NIFS Approval	Jeffrey Nogid	07/22/2026 03:06PM	Approved
NIFA Approval	Irfan Qureshi	07/24/2026 09:30AM	Approved
Final Approval	Irfan Qureshi	07/24/2026 09:30AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	07/29/2026 03:56PM	Approved
DCE Compliance Approval	Andrew Levey	07/30/2026 09:57AM	Approved
Vertical DCE Approval	Arthur Walsh	09/03/2026 02:12PM	Approved
Final Approval	Arthur Walsh	09/03/2026 02:12PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	09/04/2026 11:34AM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND C&R AUTOMOTIVE

WHEREAS, the County has negotiated a personal services agreement with C&R Automotive, to provide professional towing services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an agreement with C&R Automotive.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Police Department having its principal office at 1490 Franklin Avenue, Mineola, NY 11501 (the "Department"), and **C&R Automotive Inc., d/b/a AAAA1 Auto & Towing** (the "Contractor"), a New York State corporation having its principal place of business at 34 Charlotte Avenue, Hicksville, NY 11801 (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement;

WHEREAS, the Contractor desires to perform the services described in this Agreement;

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1) **Terms and Conditions.**
   All terms, conditions, and the parties' obligations under this Agreement are identified within **EXHIBIT A** ("C&R Automotive Inc. Formal Sealed Bid Proposal"), which is hereby incorporated by reference.
2) **Services.**
   The Services to be provided by the Contractor under this Agreement shall consist of the items listed within **EXHIBIT A**. Contractor shall provide these services within Zone Seven (7), Zone Eight (8), Zone Nine (9), Zone Twelve (12), Zone Thirteen (13), Zone Seventeen (17), Zone Twenty-One (21) and Zone Twenty-Two (22) as delineated on page 40 of **EXHIBIT A**.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

C&R AUTOMOTIVE INC.

By: _____

Name: Thomas Schmeltze

Title: President

Date: 6/1/2026

NASSAU COUNTY

By: _____

Name: _____

Title:
Chief Deputy County Executive

Date: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 1st day of June in the year 2026 before me personally came Thomas M. Schmeltzer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of C&R Automotive Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

AMARJEET S MULTANI
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in NASSAU County
01MU6103749
MY COMMISSION EXPIRES 01/12/2028

NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____day of _____ in the year _____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

EXHIBIT A

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501
OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM

BID NUMBER
96890-06115-120

Dated: Ad. 05/08/2025

BID OPENING DATE
June 11, 2025
11:00 A.M. E.D.S.T.

BUYER	TELEPHONE	REQUISITION NUMBER
Timothy Funaro	516-571-7720	

OFFICE OF PURCHASING

JUN 11 2025

OPENED 11AM

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: County Tow and Impound Garage Contracts

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF _____ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:	GUARANTEED DELIVERY DATE
Nassau County Police Department Chief of Support 1490 Franklin Ave. Mineola, N.Y. 11501	_____ DAYS AFTER RECEIPT OF ORDER
	EMPLOYERS FEDERAL TAX ID NUMBER [redacted]

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER	C&R Automotive Inc DBA AAA1 Auto & Towing		
ADDRESS	34 Charlotte Ave		
CITY	Hicksville	STATE NY	ZIP CODE 11801
TELEPHONE	(516) 433-1011		
SIGNATURE OF AUTHORIZED INDIVIDUAL		PRINT OR TYPE NAME OF SIGNER AND TITLE	Thomas Schmeltzer

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to require successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.

7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

8. Awards will be made to the highest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperfonnance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director. Office of Purchasing

2. PRICES: The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson- Patman Act) do not apply to purchases made by the County.

3. SURETY: In the event that an award is made hereunder, The Department reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

4. AWARD: The Department reserves the right before making award to make investigations as to whether or not the items, qualifications facilities, services offered by the Bidder meet the requirements set forth herein and are sample and sufficient to ensure the proper performance in the event of awarded. The Bidder must be prepared, if requested by the Department, to present evidence of experience, ability and financial standing. If it is found that the conditions of the bids are not complied with or that articles, equipment or services proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Department may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Department to make any examinations before award: and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all the requirements and conditions of the bid.

5. The Department reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Department determines the best interests of the County of Nassau will be served. The Department, in its sole discretion, may accept or reject illegible, incomplete or vague bids and that decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Department reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

6. Awards will be made to the highest responsible Bidder. Consideration will be given to the reliability of the Bidder and ability to meet the specifications of this bid.

7. The Department reserves the right to reject all bids in whole or in part and to waive technical defects, irregularities and omissions if in its judgment the best interest of the County will be served.

8. All work/services performed by the Contractor pursuant to this contract are subject to inspection and approval by an authorized and designated member of the Department. The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the County of Nassau shall so notify the Contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, and the Contractor continues to omit or unsatisfactorily perform the required services, the County of Nassau will terminate this contract for cause as set forth in paragraph 18 below.

9. The bidder warrants that he is not in arrears to the county of Nassau upon dept or contract, and that he is not in default as surety, contractor, or otherwise, upon any obligation to the county.

10. Billing for any fees owed by the County to the Contractor pursuant to Paragraph O (Scope of Services) below must be submitted by the Contractor to the County using County voucher forms. Vouchers; Voucher Review, Approval and Audit. All payments shall be made in arrear and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor

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a. submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").
b. Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.
c. No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the county.
d. Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

11. GUARANTEES BY BIDDER: Bidder hereby guarantees:
    a. To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County In the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County.
    b. His services against defective material or workmanship and to repair any damages or marring occasioned in transit.
    c. To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
    d. To pay for all permits, licenses and fees and give all notices and comply with all law ordinances, rules and regulations of the city, village or town, and of the County of Nassau and the State of New York relating to the performance of the specifications set forth in this bid.
    e. <u>To carry Insurance as described below:</u>
        i. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense:
            1. One or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage.

2. If contracting in whole or part to provide personal services related to towing of automobiles, one or more policies for Automobile Liability Insurance for Any Auto, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage.
3. Workers compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law,
4. Such additional insurance as the County may from time to time specify a waiver of subrogation is granted in favor of the County of Nassau.

ii. Acceptability; Deductibles; Sub-Contractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be:

1. Written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County and which is (2) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any sub-contractor hired in connection with the Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

iii. Delivery; Coverage Change: No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material reach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and

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a. irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
b. That the services furnished shall conform to all provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished or services provided.

12. LABOR LAWS and ANTIDISCRIMINATION: Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220, 220a, 220b, 220d, 220e, and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered thereunder, and shall at all times observed and comply with said ordinances, laws and regulations at his sole cost and expense.

13. ASSIGNMENT: The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement and the rights and obligations hereunder without the prior written consent of the County.

14. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/designated representative.

15. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

16. GOVERNING LAW: Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to conflict of laws provisions thereof.

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17. All Contractor personnel assigned to any requirement of a contract established must be fully qualified to perform the services required as set forth herein and abide by all applicable laws.

18. TERMINATION: This Agreement may be terminated:
    a. i. For any reason by the County upon thirty (30) days' written notice to the Contractor ii. For "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination
        iii. Upon mutual written agreement of the County and the Contractor, and/or
        iv. In accordance with any other provisions of this Agreement expressly addressing termination,
    b. As used in this Agreement the word "Cause" includes:
        i. A breach of this Agreement,
        ii. The failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and
        iii. The termination or impending termination of federal or state funding for the services to be provided under this Agreement.
    c. By the Contractor: This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor' ability to perform its obligations and not to a judgement as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period of sixty days' notice is impossible), a notice stating:
        i. That the Contractor is terminating this Agreement in accordance with this subsection,
        ii. The date as of which this Agreement will terminate, and
        iii. The facts giving rise to the Contractor's right to terminate under the subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.
    d. Contractor Assistance Upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

19. CONFIDENTIALITY:

The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, evidence, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least

a. the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.
b. Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;
c. If applicable, Vendor and/or vendors employees/agents, subcontractors, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

20. LIMITATIONS ON ACTIONS AND SPECIAL PROCEEDINGS AGAINST THE COUNTY: No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
    a. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary 6 moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
    b. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: C & T Automotive Inc DBA AAAA 1 Auto & Towing

Address: 34 Charlotte Ave Hicksville NY 11801

Telephone No: (516) 433-1011 Email: Jrsok2@yahoo.com

1. State Whether: A Corporation ✓

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY. *IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

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BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

QUALIFICATION STATEMENT

BIDDER'S NAME: C & R Automotive Inc D/B/A AAAA1 Auto & Towing

ADDRESS:
34 Charlotte Ave Hicksville NY 11801

1. STATE WHETHER: CORPORATION ✓ INDIVIDUAL _____
PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
PRESIDENT Thomas Schmeltzer
VICE PRESIDENT
SECRETARY
TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes
IF SO, WHEN? 6/3/25

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 21

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO
IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? N/A

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUAL'S NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CITY
Thomas Schmeltzer	Pres	50	Auto Repair	Hicksville

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
I thoroughly read over contract it the same as previous contracts

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION
Richard Calvagno Manager

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10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: Brookville Police Dept
ADDRESS: 195 Brookville Rd Glen Head NY 11545
TELEPHONE: (516) 440-2300 CONTACT PERSON: Cheri Lack
CONTRACT DATE: 6-1-25

2. REFERENCE'S NAME: Westbury Jeep
ADDRESS: 111 Bond St Westbury NY 11590
TELEPHONE: (516) 333-2666 CONTACT PERSON: Randy Spoon
CONTRACT DATE: 11/25

3. REFERENCE'S NAME: Levittown Ford
ADDRESS: 980 S Broadway Hicksville NY 11801
TELEPHONE: (516) 719-4000 CONTACT PERSON: Keith Pennetty
CONTRACT DATE: 11/25

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correc. to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

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Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

Definitions:

As used in this Appendix EE the term **"Executive Director"** shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term **"Subcontract"** shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term **"Subcontractor"** shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

As used in this Appendix EE the term **"Best Efforts Checklist"** shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term **"County Contract"** shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term **"County Contractor"** means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE **"Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises"** shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is

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BIDDER SIGN HERE _____ _____
BIDDER TITLE

a. suggested to be included with the Best Effort Documentation

b. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

c. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

d. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

e. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

f. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

g. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

h. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

Rule:

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from

Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any

County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

Pursuant to General Municipal Law Section 103-g, which generally prohibits the County from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Bidder submits the following certification:

PLEASE CHECK ONE:

☑ By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

OR

☐ I am unable to certify that the Bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: 6/9/25

(Signature of Bidder)

Print Name: Thomas Schmelzer

Print Title: Pres

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** Pres **TITLE**

Procurement Lobbying Law

Pursuant to State Finance Law §§139-j and 139-k, this Bid includes and imposes certain restrictions on communications between a Governmental Entity and an Offeror/bidder during the procurement process. An Offeror is restricted from making contacts from the earliest posting, on a Governmental Entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with article four-C of the economic development law of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from Offerors intending to result in a Procurement Contract with a Governmental Entity through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, the Office of the State Comptroller ("Restricted Period") to other than the Designated Contacts for the Governmental Procurement unless it is a Contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The Designated Contact(s) for this Governmental Procurement, as of the date hereof, are identified on the first page of this solicitation. County employees also are required to obtain certain information when Contacted during the Restricted Period and make a determination of the responsibility of the Offeror pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offeror is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the County's website. All questions or concerns regarding this Bid must be directed to the designated contact person named on the first page of the bid.

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BIDDER **TITLE**

OFFEROR'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(3) and §139-j(6)(b)

Offeror Certification:

Offeror affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

Date: 6/9/25

Signature: Thomas Schmeltzer

Name: Thomas Schmeltzer

Title: Pres.

Contractor Name: C&R Automotive Inc DBA AAAA1 Tommy

Contractor Address: 34 Charlotte Ave Hicksville NY 11801

Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse.

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child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

a) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.
b) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
c) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

a) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
b) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
c) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
d) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
e) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement;
f) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any sub-contractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and
g) The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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BIDDER TITLE

INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Department" as used herein, shall be deemed as a reference to the Nassau County Police Department.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment and services in its entirety, as listed in the contract documents, and is to include everything necessary and/or required to execute all the work as herein specified.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

M/WBE, SDVOB and DBE Participation: The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their bid. For more information regarding the County's DSVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website.

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BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M.** LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

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BIDDER TITLE

INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing TOW and MOTOR VEHICLE STORAGE services for the Nassau County Police Department in order that they may enjoy uninterrupted service in consideration for payment of the highest prices bid for each zone.

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under contracts.

PERIOD COVERED: Shall be for five (5) years from the effective date of the contract. The County of Nassau reserves the right to extend the contract up to an additional two (2) year(s), at up to one (1) year options. However, the termination of the contract may be further extended up to two (2) months beyond the stated termination date. The maximum period of any contract as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months. The decision to renew the contract will be at the sole discretion of the County and may be exercised by written notice thereof to the Contractor.

AWARD: If any, will be made to the highest responsible bidder for each zone who in the judgment of the Police Department, meets the specifications and qualifications stated herein. The award(s) will be granted when approved by the Nassau County Legislature and executed by the County Executive. The awarding of a bid will enable the successful bidder to perform the services under the terms specified herein for the period indicated and at the prices bid upon.

******BID SECURITY:** Each bidder shall submit with their bid offer at the date and time scheduled for the bid opening, a **CERTIFIED CHECK OR BID BOND, payable** to the County of Nassau for: **ONE THOUSAND DOLLARS ($1,000.00).** Upon the issuance and consummation of any Purchase Order by the Office of Purchase issued hereunder, the bid security will be returned. The bid security of unsuccessful bidders will be returned after an award is made.

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

REQUIRED VENDOR DISCLOSURE FORMS

Prior to the bid opening, the following disclosure forms (the "Disclosure Forms") must be submitted in the Nassau County Vendor Portal at

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627:

a) A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.
b) All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.
c) The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form
d) Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

PLEASE NOTE:

- If a bidder has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the bidder must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the bid opening date. The bidder must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration.

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BIDDER **TITLE**

REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the Department in writing prior to the bid opening. The failure of the bidder to notify the Department, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the Department **receives** a notification from a bidder of an inconsistency, ambiguity, omission or error in the Contract documents, the Department **will**, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the Department, and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

Please note that all bidder requests for information or clarification must be received by the Department at least seven days prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.

Ordinance # 153-2018

Pursuant to Ordinance# 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

Value of Contract	Administrative Fee
$0-$10,000	$0
Over $10,000-$50,000	$160
Over $50,000-$100,000	$266
Over $100,000	$533

After an award, the successful bidder(s) will be notified by the Police Department or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to waive the fee.

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

1. The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

This 9 day of June, 20 25 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: CTL Automotive Inc DBA AAAA1 Auto & Towing

Address: 34

Street: Charlotte Ave

City, Town, etc: Hicksville NY 11801

Telephone: (516) 433-1011 Title: Pres

Email Address: Jmk2@yahoo.com

If applicable, responsible Corporate Officer:

Name Thomas Schmeltzer Title Pres

Signature: Thomas Schmeltzer

Sign Here

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BIDDER SIGN HERE Thomas Schmeltzer Pres

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FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE MAY RESULT IN AUTOMATIC REJECTION OF THE BID.

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT, CROSS-OUTS OR LIFT-OFF TAPE MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid price in the appropriate column on bid pages or forms attached hereto. I. Bidders shall submit one (1) original bid document and all applicable attachments.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: [redacted] **State Exemption Number:** [redacted]

Bid document must be signed by proprietor, partner or corporate officer.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Department will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 8 for further details

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

NOTICE TO ALL BIDDERS:

Bids are hereby solicited for the services specified herein which are to be performed at the locations indicated, and in strict accordance with all specifications, terms and conditions as set forth herein and made part hereof.

SPECIFICATIONS/SCOPE OF SERVICES

The purpose of this bid is to establish a yearly price to be paid by the successful bidder for the designation as a County Tow and Impound Garage; and, who shall thereafter have the exclusive right within the specific geographic zone(s) awarded to the bidder to provide towing services and storage facilities within the specific geographic zone as described below in pages 30-35 at the direction of the Nassau County Police Department on a twenty-four (24) hour, seven (7) day a week, three hundred sixty-five (365) days a year basis; store motor vehicles on the Contractor's property for an unspecified period; and perform necessary work at the scene of an automobile accident and at storage facility when directed by the Department.

In submitting his/her bid, the bidder declares and affirms that he understands and agrees to the following:

A. To make services available on a twenty-four (24) hour, seven (7) day a week, three hundred sixty-five (365) days a year basis within the geographic area of the zone(s) awarded to the bidder
B. Contractor must provide towing services and storage to the zones adjacent to the assigned zones when the vendor servicing said adjacent zone is unavailable.
C. Contractor must agree to provide towing services at mutually convenient times from his/her premises to a COUNTY owned storage facility, or from one COUNTY owned storage facility to another COUNTY owned storage facility including circumstances when the COUNTY owned storage facility is outside his assigned zone or zones.
D. Contractor will be required to own or have at his immediate disposal at the time of the bid opening and continuously throughout the term of the CONTRACT the facilities, tow trucks and other equipment sufficient to serve the zone(s) for which he/she has bid based on the average number of impounds for that zone as set forth below in "MINIMUM REQUIREMENTS" Section, page 29.
E. Contractor shall own or lease premises within the boundaries of the zone assigned or an adjacent zone in the County of Nassau. The premises shall be fenced, secured and utilize security cameras, lighted and sufficient to store the number of vehicles set forth in the minimum requirements for the zone(s) awarded as set forth below in MINIMUM REQUIREMENTS Section, page 29, .
F. Successful bidder agrees to respond to calls from the DEPARTMENT immediately and to arrive at the scene as quickly as "time of day" traffic will permit and in no event longer than one (1) hour from the time of the call.
G. Contractor agrees to be available during regular business hours Mondays through Fridays for vehicle owners to pick up their vehicles, provided, however, that if Contractor is closed on weekends and a vehicle owner attempts to pick up their vehicle CONTRACTOR may not charge for storage for those days.
H. Contractor shall, at all times during the term of this Agreement, be licensed to operate tow car services in the municipalities within the zone or zones assigned.
I. The successful bidder shall not delegate towing services to any other agency without the express approval of the Office of Purchasing and the Nassau County Police Department.
J. In the event of an accident requiring the removal of large or extremely heavy vehicles, including but not limited to trailer trucks, vans, and tank trucks, from the streets, roads, places and highways of the zone or zones assigned, and the Contractor assigned Zone 23 (which encompasses the entirety of Nassau County for the purposes of heavy duty towing) is unable to perform such services, Contractor may in such cases, and only in such cases, call upon a tow company possessing equipment capable of doing such work. Contractor shall furnish to the DEPARTMENT the name of the company to be engaged for this purpose together with proof that such company has agreed to respond as called by the DEPARTMENT seven (7) days a week, twenty-four (24) hours a day. The tow company engaged for this purpose must be licensed to operate tow car services in the municipalities within the zone or zones. CONTRACTOR shall notify the DEPARTMENT of any change in the company CONTRACTOR engages for such work. CONTRACTOR agrees that the tow company engaged for this purpose shall maintain Workers' Compensation Insurance and Liability Insurance as set forth in above in Terms and Conditions Section, page 3, paragraph 11(e) of this Agreement, or such other insurance that the COUNTY may reasonably require. CONTRACTOR further agrees that the tow company engaged for this purpose shall provide insurance certificates to COUNTY as a condition precedent to undertaking any work for or on behalf of CONTRACTOR.
K. CONTRACTOR agrees to employ at his premises at all times during the life of the Agreement and any renewals or extensions thereto, a mechanic of sufficient ability and experience to make brake examinations of impounded vehicles during business hours and to give testimony as to the condition of the brakes of the impounded vehicles so examined when requested by the DEPARTMENT.
L. CONTRACTOR agrees to submit to an initial inspection by personnel of the Nassau County Office of Purchasing and the DEPARTMENT as well as to periodic inspections by authorized members of the DEPARTMENT to assure his continued ability to perform this Agreement as specified herein. CONTRACTOR further agrees to notify the DEPARTMENT when a new employee is hired and agrees to require that the new hire submit to a background investigation by the DEPARTMENT.
M. CONTRACTOR, upon removing a wrecked or damaged vehicle from the roadway and/or highway, agrees to remove any glass or other injurious substance dropped upon the highway from such vehicle as required by section 1219 of the New York State Vehicle and Traffic Law.
N. CONTRACTOR agrees to abide by all lawful instructions, directions and requests of the member of the DEPARTMENT at the scene or incident to which he is called to perform the services specified herein.
O. CONTRACTOR must abide by the following impound rates on fixed-sum basis as follows, provide however, if these fees are amended by county ordinance the Contractor upon thirty days' notice, must abide by any relevant amended ordinance:

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

IMPOUND RATES (MAXIMUM ALLOWABLE)

Tow Rates

i. Towing to a Contractor's premises

a. Passenger cars, taxis and motorcycles $125.00
b. Commercial vehicles up to 8,000 pounds unladen $200.00
c. Commercial vehicles over 8,000 (plus $15.00 per each additional 4,000 pounds or part thereof) $200.00
d. Commercial vehicles that require a tow truck with a gross vehicle weight rating of over 30,000 pounds $300.00

ii. Towing from a Contractor's premises to a County-owned storage facility

a. Passenger cars, taxis and motorcycles $125.00
b. Commercial vehicles $200.00

NO MILEAGE CHARGE IS PERMITTED

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

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BIDDER **TITLE**

Storage Rates (other than County Storage Rates)

i. Storage for each 24-hour period or part thereof for the first seven days
   a. Passenger cars, taxis and motorcycles ..... $20.00 per day
   b. Commercial vehicles up to 30 feet in length ..... $30.00 per day
   c. Commercial vehicles exceeding 30 feet in length ..... $35.00 per day

ii. Storage for each 24-hour period or part thereof for each day after the first seven days up to the 30th day
   a. Passenger cars, taxis and motorcycles ..... $25.00 per day
   b. Commercial vehicles up to 30 feet in length ..... $35.00 per day
   c. Commercial vehicles exceeding 30 feet in length ..... $40.00 per day

iii. Storage for each 24-hour period or part thereof for each day after the 30th day
   a. Passenger cars, taxis and motorcycles ..... $30.00 per day
   b. Commercial vehicles up to 30 feet in length ..... $40.00 per day
   c. Commercial vehicles exceeding 30 feet in length ..... $45.00 per day

iv. Storage in a County-owned storage facility for each 24-hour period or part thereof
   a. Passenger cars, taxis and motorcycles ..... $20.00 per day
   b. Commercial vehicles ..... $20.00 per day

County Storage Rate

i. Motor Vehicles directed by the Department to be held for evidence or other reasons shall be charged a reduced total charge of $2.50 per day ONLY ("County Storage Rate") from the date of the official notification and remain in effect until the Contractor has been notified that the vehicle is officially released.

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

Brake Test

i. Brake test
   a. Passenger cars, taxis and motorcycles $60.00
   b. Commercial vehicles $80.00

P. When a vehicle is impounded by the DEPARTMENT pursuant to its duties under the provisions of the Nassau County Administrative Code and the New York State Vehicle and Traffic Law and delivered to the custody of Contractor, Contractor will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated above in "Paragraph O". The DEPARTMENT will notify Contractor when the vehicle is released from impound. If the owner of said vehicle or other authorized person fails to claim the vehicle, the department will release the vehicle from impound to the Contractor and it shall be the responsibility of Contractor to proceed in accordance with NYS Lien Law to dispose of the vehicle and to obtain payment of its fees.

Contractor shall not charge (except as otherwise indicated in this paragraph) the owner of the vehicle, or other authorized person claiming the vehicle, as provided above in "Paragraph O", when the DEPARTMENT advises Contractor that the vehicle is being held for evidence or other reasons, and the DEPARTMENT advises Contractor that the County will be responsible for the applicable charges as follows. Upon release of the hold on the vehicle, County shall pay the towing charge, the brake test charge (if requested by the DEPARTMENT) and the County Storage Rate ($2.50 per day) covering the period from the date of impound to the date of the next business day after the DEPARTMENT'S notification that the hold has been removed. In cases where the vehicle owner or other authorized person fails to claim the vehicle or fails to obtain release and the County releases the vehicle directly

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BIDDER **TITLE**

Q. to the Contractor for purpose of obtaining payment of its fees in accordance with the provisions of the Lien Law of the State of New York, the Contractor is not entitled to payment of any towing or storage fees from the County and Contractor agrees to accept such vehicle in lieu of any consideration and proceed under the Lien Law. When vehicle is held pending resolution of a criminal case which involves Section 511 of the Vehicle and Traffic Law, or, where pursuant to statute, the registered owner of the vehicle is responsible for such payment, upon resolution of said case, the vehicle owner and not the County, shall be liable for all towing and storage fees, regardless of the existence or non-existence of a hold on the vehicle. Contractor shall be entitled to charge the vehicle's owner for any storage after the next business day after the DEPARTMENT'S notification that the hold has been removed beginning with the rate for the first seven (7) days.

R. Contractor shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the DEPARTMENT without written authorization of the DEPARTMENT.

S. Contractor shall be responsible for any and all damage occurring to an impounded vehicle while the vehicle is in its possession. Contractor shall also be responsible for all equipment and miscellaneous items impounded with the vehicle as listed on the "Motor Vehicle Impound Worksheet/Invoice" which Contractor will sign to acknowledge (P.D.C.N. Form 94A). During the time Contractor is in possession of an impounded vehicle, Contractor shall report any damage to the impounded vehicle including damage to the equipment and miscellaneous items therein to the local precinct immediately. Contractor shall also report any missing items to the local precinct immediately. CONTRACTOR, in a timely fashion, will cause the damage to be fixed, the item to be replaced or reimburse the owner of the vehicle (or other authorized person claiming the possession of the vehicle) in order that the damage may be fixed or the item replaced. However, CONTRACTOR will not take any action regarding any vehicle which is being held as evidence by the DEPARTMENT without first contacting DEPARTMENT and getting approval for said action in writing from an authorized member of the DEPARTMENT. CONTRACTOR shall cause an insurance claim to be filed with their insurance company if necessary to pay a claim.

T. Contractor shall allow and permit the owner of the impounded vehicle (or other authorized person claiming the possession of the vehicle) access to the impounded vehicle for the purpose of taking possession of any personal property found within the vehicle and obtaining proof of registration, financial security, title or documentation in support thereof, as required by section 511-b (7) of the New York State Vehicle and Traffic Law. Contractor shall notify the DEPARTMENT, by contacting the Precinct Impound Clerk ("Impound Clerk"), of a request by the owner (or other authorized person claiming the possession of the vehicle) for access to the impounded vehicle. CONTRACTOR shall identify and document (i) name, address, and phone number of any person accessing vehicle, (ii) date and time of access, (iii) vehicle being accessed, (iv) brief description of property removed from vehicle, and (v) signature of person accessing vehicle acknowledging the information documented. CONTRACTOR shall keep and maintain all such records, information, and data obtained as set forth above, in a logbook and pursuant to Paragraph U below. Contractor will not permit access to any vehicle being held as evidence by the Department to any individual without written approval to do so by an authorized member of the Department.

U. Contractor shall be responsible for the accurate preparation and maintenance of records relating to this contract in a ledger or binder in a neat and legible manner, arranged by precinct and impound number clearly denoting all details pertinent to the impound including but not limited to vehicle information including year, make, model, VIN number, date, time and location of impound, date of release, all fees and charges and any relevant communications with the DEPARTMENT or the vehicle owner. Contractor shall be responsible for the accurate preparation and maintenance of records consistent with acceptable bookkeeping procedures. Contractor shall provide copies of these records to the DEPARTMENT upon the expiration or termination of this Agreement.

V. Once each month, but not later than the 10th of the month, Contractor shall provide by e-mail a list of vehicles which they have on their premises to the email address designated by the Department. The notice shall include vehicle year, make, model, VIN number, date, time and location of impound. Failure to provide such notice may, in the County's sole discretion, result in Contractor's waiving their right to any outstanding charges due for storage of said vehicles.

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BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

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MINIMUM EQUIPMENT REQUIREMENT:

If the zone bid upon has an average number of impounds per month of twenty-five (25) or LESS, bidder must possess space for the storage of a minimum of twelve (12) vehicles and have a minimum of one (1) tow truck. The storage space must meet the specifications listed in Term and Conditions above.

If the zone bid upon has an average number of impounds per month of twenty-five (25) or MORE, bidder must possess space for the storage of a minimum of thirty (30) vehicles and have a minimum of two (2) tow trucks. The storage space must meet the specifications listed in the Terms and Conditions above

The minimum requirements to bid on Zone 23 (Heavy duty towing) are as follows: the minimum number of tow trucks required shall be – TWO (2) with such trucks having a capable of towing a vehicle with the gross vehicle weight of 10,001 pounds or more. The Nassau County Police Department will call upon the successful bidder for the zone which encompasses the entirety of Nassau County for the purpose of heavy duty towing to perform ALL the necessary work irrespective of which zone this work is located. Heavy duty towing shall mean towing any vehicle with a gross vehicle weight of 10,001 pounds or more.

NOTE: The historical number of impounds per month are attached to this bid and are based upon Police Department records.

Bid document must be signed by proprietor, partner or corporate officer.

Qualification statement must be completed and submitted with bid.

METHOD OF BIDDING: Bidders may bid on one or more zones as designated herein provided that the bidder owns or leases premises as described in the Terms and Conditions above in or adjacent to the zone bid, and as keyed on the map attached hereto and made part hereof. Moreover, a minimum number of required tow truck and storage spaces is required for each zone and is not to be deemed collective in nature.

METHOD OF AWARD: It is the intent of the County to award to the highest bidder meeting the requirements set forth in this bid. The County reserves the right to award by zone, by combination of zones, as a whole, or not at all, whichever the Deputy Director, Office of Purchasing, deems to be in the best interests of the County.

CHANGES IN ANNUAL PAYMENT: Should the County approve an increase or decrease in the maximum allowable charges as set forth in Paragraph 0 above (Specifications/Scope of Services) , the annual fee will be increased by the average percentage increase in the passenger towing and first seven days storage (using a 50/50 weighting). The percentage increase will be applied to the current monthly billing amount on the first day of the month following County approval of the increase on the maximum.

METHOD OF PAYMENT: Payment shall be made to the County of Nassau monthly in advance at the rate of 1/12 of the annual price as determined by the award of this bid.

CONTRACT ADMINISTRATION: The Fiscal Administration of any contracts resulting from this bid will be performed by the Personnel and Accounting Bureau of the Police Department; i.e., collection of monies, notices of amounts due, etc.

The Operational Administration will be performed by the Nassau County Police Department.

SPECIAL NOTICE TO BIDDERS:

Nothing in this bid, nor in any documents issued as a result of this bid, shall supersede or abridge the authority of the Police Departments of the several local governments, except by their own request.

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BIDDER **TITLE**

A criminal background investigation check will be conducted of all bidders and their employees. This investigation will be used to evaluate the bidders' qualifications to perform the services required.

This bid and any Contract awarded hereunder is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-42 of the Administrative Code of the County of Nassau and provisions of the Anti-Discrimination Order of the County of Nassau.

SECURITY: The Vendor shall obtain and file with the County of Nassau within seven (7) days, security in the minimum amount of ten thousand ($10,000) dollars, or in the event the annual contractual amount due exceeds ten thousand ($10,000) dollars, an amount equal to that annual sum, and shall be entrusted to the County of Nassau as reflected in the award. The security will guarantee the faithful performance of the contract, with the understanding that the whole, or any part hereof, may be used by the County of Nassau to supply any deficiency that may arise from the default of the vendor.

NOTICE TO BIDDERS:

Any contract awarded hereunder shall be subject to the Bid Terms and Conditions, Form No. PUR-4926D. 5/67. Rev. 2/83, to the extent not in conflict with the terms thereof.

ACCESS CLAUSE: If any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health & Human Services, or by the Controller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto, documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of four (4) years after the furnishing of any of the services described in this contract

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BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

SPECIAL NOTICE TO BIDDERS

The bidders must submit copies of the following documents with their bid:

1. DMV Registration of tow vehicle(s).
2. Required Towing License(s).
3. Driver's License(s) of Operator(s).
4. Copy of Deed, or a Lease that covers the period of any contract that may be issued as a result of any award for this service.

Bidders must also be prepared to provide additional documents upon request, including but not limited to authorizations to conduct background investigations and site inspections.

FAILURE TO SUBMIT THESE DOCUMENTS MAY RESULT IN THE REJECTION OF THIS BID.

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BIDDER **TITLE**

In addition to the above prerequisites, bidders must cooperate with the Inspection Team, at the time specified by the Nassau County Police Department, as provided in the Terms and Conditions and Specifications/Scope of Services above, and be prepared to show the Inspection Team the following:

1. The required Towing Vehicles.
2. The required fenced, secured and lighted premises.

FAILURE TO COOPERATE WITH THE INSPECTION TEAM MAY RESULT IN DISQUALIFICATION.

BIDDERS SHALL ENTER THEIR BID OFFER IN THE SPACE PROVIDED AFTER EACH ZONE DESCRIPTION. PLEASE READ THE ZONE DESCRIPTION CAREFULLY AND REFER TO THE MAP FOR GENERAL LOCATION. IF BIDDING ON MORE THAN ONE ZONE, PLEASE BEAR IN MIND THAT YOU MUST DEMONSTRATE YOUR ABILITY TO MEET STORAGE AND TOWING REQUIREMENTS FOR THE TOTAL AREA BID. A CONTRACT WILL BE AWARDED TO ONLY ONE (1) CONTRACTOR PER ZONE.

REQUESTS FOR INFORMATION CONCERNING THIS BID MUST BE MADE TO THE DEPARTMENT

ATTN: Kara Guy
EMAIL: Kguy@pdcn.org

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

COUNTY TOW ZONES

For the purpose of towing and/or storage of vehicles, the territory within the County of Nassau has been divided into twenty-three (23) zones. For each zone a competent and responsible garage owner will be selected and designated the County Franchise Tow and Impound Garage Contractor for that zone whereby such Contractor will be the exclusive franchisee and have the exclusive right to tow and store vehicles on behalf of the Department within the specified geographic zone. Each Contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage as specified in "Minimum Equipment Requirements Section" above, page 29 and be able to provide such services on a twenty-four (24) hour-a-day, seven (7) day a week basis. Each Contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as listed above in "Paragraph O"

NOTE: PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED THAT BID OFFERS WILL ONLY BE CONSIDERED IF YOUR MAIN PLACE OF BUSINESS IS LOCATED IN THE ZONE BEING BID OR THAT OF AN ADJOINING ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/DESCRIPTION.

NOTE: ZONES 1 & 4 MUST BE BID AS A UNIT.

ZONE 1

All the territory within the following boundaries: Beginning at a point where the northern boundary line of the Incorporated Village of Plandome Manor meets Manhasset Bay, then northerly along the eastern coast of Manhasset Bay to Barker's Point, then northeasterly along the Long Island Sound Coast to the western coast of Hempstead Bay to the northern boundary line of the Incorporated Village of Flower Hill, then westerly along the northern boundary line of the Incorporated Village of Flower Hill, and following said boundary to the northeast boundary line of the Incorporated Village of Plandome Manor, and westerly along said boundary to the point of beginning.

ZONE 4

All the territory within the following boundaries: Beginning at a point where Valley Road (New Hyde Park Road) meets the northern extremity of the westbound Long Island Expressway service road, then northerly along the eastern extremity of Valley Road to a point where the northern boundary line of the Incorporated Village of Plandome Manor meets the east coast line of Manhasset Bay, then easterly along the northern boundary line of the Incorporated Village of Plandome Manor, to the northern boundary line of the Incorporated Village of Flower Hill, and following the boundary line of the Incorporated Village of Flower Hill to Hempstead Harbor, then northerly along the east coast of Hempstead Bay to the town line of the Townships of North Hempstead and Oyster Bay, then southeasterly along said lines to the southeastern boundary of the Incorporated Village of East Hills, then westerly along the southern boundary of the Incorporated Village of East Hills to the northern extremity of the westbound Long Island Expressway service road, then westerly along the northern extremity of the westbound Long Island Expressway service road to the point of beginning.

ZONES 1 and 4 **BID OFFER** $ 28,734.11 ANNUALLY

NOTE: ZONES 2 & 5 MUST BE BID AS A UNIT.

ZONE 2

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the eastern shore line of Hempstead Harbor and Hempstead Bay following the shore line of the Long Island Sound easterly and southerly to a point where the Nassau-Suffolk County lines meet in Cold Spring Harbor then southerly along said county lines to North Hempstead Turnpike (Northern Boulevard) then westerly along the northern extremity of North Hempstead Turnpike (Northern Boulevard) to the town line of the Townships of North Hempstead and Oyster Bay, then north westerly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

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BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

ZONE 5

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the northern extremity of Northern Boulevard (North Hempstead Turnpike), then easterly along the northern extremity of Northern Boulevard (North Hempstead Turnpike) to the Nassau-Suffolk County Line, then southerly along the Nassau County Line to Jericho Turnpike, then westerly along the southern extremity of Jericho Turnpike to the town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONES 2 and 5 BID OFFER $ 28,873 11 ANNUALLY

ZONE 3

All the territory within the following boundaries: Beginning at a point where the New York City Line meets the eastern shore line of Little Neck Bay, then northerly along the eastern shore of Little Neck Bay to Kings Point, then southerly along the western shore line of Manhasset Bay to Valley Road (New Hyde Park Road), then southerly along the eastern extremity of Valley Road (New Hyde Park Road) to the northern extremity of the westbound Long Island Expressway service road, then westerly along the northern extremity of the westbound Long Island Expressway service road to the New York City Line, then northwesterly along the New York City Line to the point of beginning.

ZONE 3 BID OFFER $ 12,873 11 ANNUALLY

ZONE 6

All the territory within the following boundaries: Beginning at a point where the southern extremity of the eastbound Long Island Expressway service road meets the New York City Line, then easterly along the southern extremity of the eastbound Long Island Expressway service road to Willis Avenue, then southerly along the eastern extremity of Willis Avenue to Old Country Road, then westerly along the southern extremity of Old Country Road to Herricks Road, then westerly along the boundary lines of the Townships of Hempstead and North Hempstead to the New York City Line, then northerly along the New York City Line to the point of beginning.

ZONE 6 BID OFFER $ 28,000. 11 ANNUALLY

ZONE 7

All the territory within the following boundaries: Beginning at a point where Willis Avenue meets the eastbound Long Island Expressway service road, then easterly along the southern extremity of the eastbound Long Island Expressway service road to the southeast boundary line of the Incorporated Village of East Hills, then following the eastern boundary line of the Incorporated Village of East Hills to the boundary lines of the Townships of North Hempstead and Oyster Bay. Then southeasterly and southerly along said town lines to Old Country Road, then westerly along the southern extremity of Old Country Road to Willis Avenue, then northerly along the eastern extremity of Willis Avenue to the point of beginning.

ZONE 7 BID OFFER $ 43,873 11 ANNUALLY

ZONE 8

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the town line of the Townships of North Hempstead and Oyster Bay; then easterly along the southern extremity of Jericho Turnpike to the Nassau-Suffolk County line; then southerly along the Nassau-Suffolk County line to Old Country Road; then westerly along the southern extremity of Old Country Road to South Oyster Bay Road; then northerly along the eastern extremity of South Oyster Bay Road to the Northern State Parkway; then westerly along the southern extremity of the Northern State Parkway to the town line of the Townships of North Hempstead and Oyster Bay; then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONE 8 BID OFFER $ 37,873 11 ANNUALLY

ZONE 9

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BIDDER SIGN HERE _____ Pres
BIDDER **TITLE**

All the territory within the following boundaries: Beginning at a point where the Townships of North Hempstead and Oyster Bay meet the Northern State Parkway then easterly along the southern extremity of the Northern State Parkway to South Oyster Bay Road then southerly along the eastern extremity of South Oyster Bay Road to the boundary line of the Townships of Hempstead and Oyster Bay then southerly along the boundary line of the Townships of Hempstead and Oyster Bay to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the Wantagh State Parkway then northwesterly along the eastern extremity of the Wantagh State Parkway to the point of beginning.

ZONE 9 BID OFFER $ 39,873 11 ANNUALLY

ZONE 10

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the New York City Line, then easterly along the southern extremity of Jericho Turnpike to the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along the boundary lines of the Townships of Hempstead and North Hempstead to Nassau Boulevard, then southerly along the eastern extremity of Nassau Boulevard to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the New York City Line, then northerly along the New York City Line to the point of beginning.

ZONE 10 BID OFFER $ 28,000 4 ANNUALLY

ZONE 11

All the territory within the following boundaries: Beginning at a point where Nassau Boulevard meets the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along said boundaries to Old Country Road and easterly along the southern extremity of Old Country Road to Merrick Avenue, then southerly along the eastern extremity of Merrick Avenue to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to Nassau Boulevard, then northerly along the eastern extremity of Nassau Boulevard to the point of beginning.

ZONE 11 BID OFFER $ 44,873 11 ANNUALLY

ZONE 12

All the territory within the following boundaries: Beginning at a point where Merrick Avenue meets Old Country Road, then easterly along the southern extremity of Old Country Road to Wantagh State Parkway, then southerly along the western extremity of Wantagh State Parkway to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to Merrick Avenue then northwesterly along the eastern extremity of Merrick Avenue to the point of beginning.

ZONE 12 BID OFFER $ 34,873 11 ANNUALLY

ZONE 13

All the territory within the following boundaries: Beginning at a point where Old Country Road meets South Oyster Bay Road, then easterly along the southern extremity of Old Country Road to the Nassau-Suffolk County Line, then southerly along the Nassau-Suffolk County Line to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the boundary lines of the Townships of Hempstead and Oyster Bay, then northerly along the boundary lines of the Townships of Hempstead and Oyster Bay, and northerly along the eastern extremity of South Oyster Bay Road to the point of beginning.

ZONE 13 BID OFFER $ 37,873 11 ANNUALLY

ZONE 14

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ Pres
BIDDER **TITLE**

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets the New York City Line, easterly along the southern extremity of the Southern State Parkway to the western boundary line of the Incorporated Village of Rockville Centre, south along the western boundary line of the Incorporated Village of Rockville Center to the southern boundary line of the Incorporated Village of Lynbrook and westerly along the southern boundary line of the Incorporated Village of Lynbrook and the southern boundary line of the Incorporated Village of Valley Stream to the New York City Line then northerly along the New York City Line to the point of beginning.

ZONE 14 BID OFFER $ 20,000.11 ANNUALLY

ZONE 15

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway and the northwest boundary of the Incorporated Village of Rockville Centre meet, then easterly along the southern extremity of the Southern State Parkway to the eastern extremity of Brookside Avenue, then southerly along the eastern extremity of Brookside Avenue to Freeport Bay, then following an imaginary line south which intersects Freeport Bay, Baldwin Bay, Middle Bay and Lido Beach to the Atlantic Coast Line, then westerly along the Atlantic Coast Line to the western boundary line of the City of Long Beach, then northerly to the center point of Reynolds Channel, easterly along Reynolds Channel to Broad Channel, then northerly through Broad Channel, East Rockaway Channel, the eastern boundary line of the Incorporated Village of East Rockaway to the western boundary line of the Incorporated Village of Rockville Centre, then northerly to the point of beginning.

ZONE 15 BID OFFER $ 20,000 11 ANNUALLY

ZONE 16

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets Brookside Avenue, then easterly along the southern extremity of the Southern State Parkway to Newbridge Road, then southerly along the eastern extremity of Newbridge Road to Baldwin Creek and southerly through East Bay, Broad Creek Channel, towards the Meadowbrook Parkway and Jones Inlet (at Point Lookout), then westerly along the Atlantic Coast Line to Lido Beach, then northerly following an imaginary line intersecting Middle Bay and Baldwin Bay, to the northern extremity of Freeport Bay, then northerly along the eastern extremity of Brookside Avenue, to the point of beginning.

ZONE 16 BID OFFER $ 29,873 11 ANNUALLY

ZONE 17

All the territory within the following boundaries: Beginning at a point where Newbridge Road meets the Southern State Parkway, then easterly along the southern extremity of the Southern State Parkway to the boundary lines of the Townships of Hempstead and Oyster Bay, then southerly along the boundary lines of the Townships of Hempstead and Oyster Bay to the Atlantic Coast (East Jones Beach), then westerly along then Atlantic Coast to Jones Inlet (Short Beach), then northeasterly through Jones Bay, then northerly through Broad Creek Channel and Baldwin Creek to Newbridge Road, then northerly along the eastern extremity of Newbridge Road to the point of beginning.

ZONE 17 BID OFFER $ 28,873 11 ANNUALLY

ZONE 18

All the territory within the following boundaries: Beginning at a point where the boundary lines of the Townships of Hempstead and Oyster Bay meet the Southern State Parkway, then easterly along the southern extremity of the Southern State Parkway to the Nassau-Suffolk County line, then southerly along the Nassau- Suffolk County Line to the Atlantic Coast, then westerly along the Atlantic Coast to the boundary lines of the Townships of Hempstead and Oyster Bay, then northerly along said boundaries to the point of beginning.

ZONE 18 BID OFFER $ 29,873 11 ANNUALLY

ZONE 19

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ Pres
BIDDER **TITLE**

All the territory within the following boundaries: Beginning at a point where Ocean Boulevard and the New York City Line meet and easterly following the southerly boundary line of the Incorporated Village of Valley Stream and the southern boundary line of the Incorporated Village of Lynbrook to the boundary line of the Incorporated Village of Rockville Centre then southerly following the eastern boundary line of the Incorporated Village of East Rockaway (Mill River) through East Rockaway Channel to Broad Channel to a point where an imaginary line drawn from Woodmere Boulevard meets Broad Channel then northwesterly through the imaginary line drawn from Woodmere Boulevard to the New York City Line, then northeasterly and north along the New York City Line to the point of beginning.

ZONE 19 BID OFFER $ 20,000 11 ANNUALLY

ZONE 20

All the territory within the following boundaries: Beginning at a point where an imaginary line drawn from the northwest end of Woodmere Boulevard intersects the New York City Line and the Nassau County line, then southeast along this imaginary line through and including all of Woodmere Boulevard and along an imaginary line drawn from the southeast end of Woodmere Boulevard to the center line of Broad Channel, south along the center line of Broad Channel to Reynolds Channel; west along Reynolds Channel to the western boundary line of the City of Long Beach ; south on this boundary line to the Atlantic Coast, then west along the Atlantic Coast to point in Reynolds Channel to the New York City Line then following the northerly to the point of beginning.

ZONE 20 BID OFFER $ 20,000 11 ANNUALLY

ZONE 21

Notwithstanding the description of any other zone to the contrary, **the entirety of the Long Island Expressway, from the New York City Line to the Nassau-Suffolk County line,** including the east and westbound service roads and all underpasses and overpasses connecting to one or both of the service roads and all exits and entrances.

ZONE 21 BID OFFER $ 44,873 11 ANNUALLY

ZONE 22

Notwithstanding the description of any other zone to the contrary, **the entirety of the Seaford-Oyster Bay Expressway,** from its beginning to its end, including all entrances and exits.

ZONE 22 BID OFFER $ 24,873 11 ANNUALLY

ZONE 23

Notwithstanding the description of any other zone to the contrary, **the entirety of Nassau County for the purpose of heavy-duty towing.**

ZONE 23 BID OFFER $ 42,873 11 ANNUALLY

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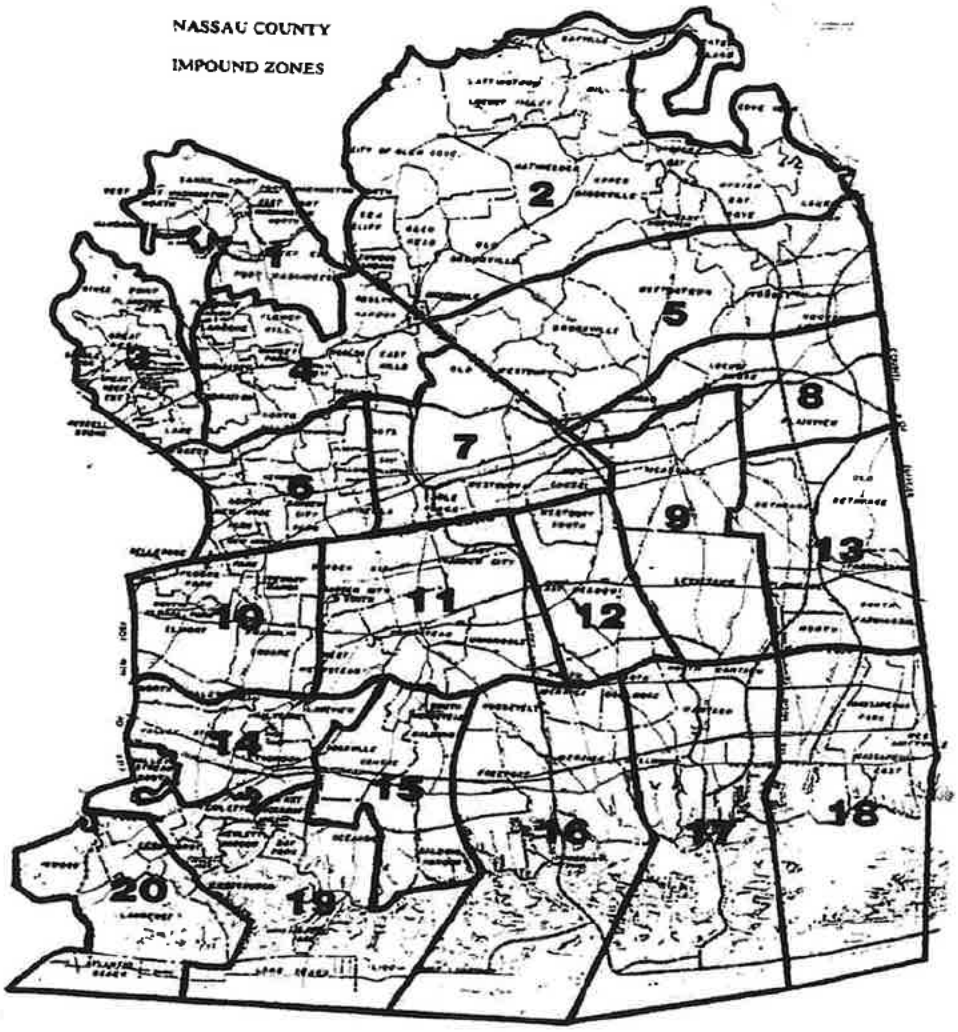
BIDDER SIGN HERE _____ **BIDDER** PRES **TITLE**

2022	
ZONE	TOTAL IMPOUNDS
1	1
2	18
3	25
4	53
5	64
6	97
7	126
8	19
9	174
10	276
11	392
12	110
13	106
14	159
15	147
16	124
17	175
18	145
19	129
20	140
21	36
22	6
23	11

2023	
ZONE	TOTAL IMPOUNDS
1	1
2	21
3	37
4	64
5	62
6	155
7	162
8	20
9	184
10	383
11	434
12	88
13	99
14	176
15	112
16	88
17	30
18	170
19	254
20	123
21	52
22	2
23	18

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ _____
BIDDER TITLE



ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

Non-Disclosure Agreement (NDA)
(If Applicable)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made effective as of this 9 day of June, 2025 by and between the County of Nassau acting by and through its Department of Nassau County Police ("Disclosing Party" or "County") and C2C Automotive ("Recipient" or "Contractor"), including each of their subsidiaries, successors and assigns.

WHEREAS, County and Contractor have entered into Nassau County contract number _____, for 7yrs ("Agreement"); and

WHEREAS, County require that the Contractor assigned to work on County projects acknowledges the obligations of confidentiality and non-disclosure applicable to the Contractor pursuant to the Agreement.

NOW, THEREFORE, the Contractor acknowledges the following:

Term.
The confidentiality obligations set forth herein shall survive (i) termination of the Agreement.

Confidential Information.
(a) The Contractor acknowledges and understand that all records, reports, information, and data as further identified below ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Contract or as required by Law.
(b) The Contractor acknowledges and understand that in connection with performance under Agreement Contractor may have access to and/or be in possession of confidential information of County ("Confidential Information"). Confidential Information shall mean all information both tangible and intangible information and materials belonging to the County or in the County's possession that are of a confidential or proprietary nature, whether or not marked or identified as such, and are disclosed or made accessible to the Contractor, including, but not limited to:
(i) trade secrets, processes, business, financial information and technical information and data, disclosed orally, visually, in writing, electronic media or by any other means;
(ii) all non-public information concerning the programs, processes, statistics, research, development, strategic plans, or the like with respect to the operations and activities of the County;
(ii) all information concerning the County's computer systems and technology, including, but not limited to, information concerning current and future hardware, software, configurations, operations, networks, computing facilities and locations, processes, research, projects, designs, and specifications;

(iv) all non-public information concerning current and/or former County employees, contractors and/or vendors, and members of the public;
(v) all information that the County receives from third parties if the County is subject to a duty to keep such information confidential;
(vi) all original and copied notes, memoranda, or other records and documentation of the Contractor to the extent relating to, derived from, and/or incorporating any County Confidential Information;
(viii) all information marked or identified as "confidential" or "proprietary" in written or electronic form when disclosed and/or made accessible to the Contractor or its designee.

Non-Disclosure

(a) The Contractor shall maintain all County Confidential Information in strict confidence and cause Contractor employees, agents, and subcontractors to maintain County Confidential Information in strict confidence. The Contractor acknowledges and understand that Contractor is obligated to hold in confidence, in the same manner as Contractor holds Contractor's own confidential information of like kind, all Confidential Information to which Contractor may have access under the Agreement; provided that in no event shall the Contractor exercise less than reasonable care to protect the Confidential Information. If necessary to provide services under the Agreement, Contractor may disclose Confidential Information received under this Agreement to employees, subcontractors or agents with a need to know, provided that any Contractor employee, subcontractor or agent is bound to protect such Confidential Information from unauthorized use and disclosure under the terms of a written agreement that is at least as stringent as those of the Contractor's obligations under the Agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the County.

(b) The Contractor acknowledges and understand that Contractor shall not use the Confidential Information for Contractor's own benefit or for the benefit of any third party, except as expressly permitted or directed by authorized County management.

(c) Except as specifically agreed in writing by the County or agency head, the Contractor shall not disclose any County Confidential Information to any entity outside the United States, or store or transmit any County Confidential Information outside the United States, other than County Confidential Information that is in electronic form and is transmitted or stored on a momentary basis as may be inherent in electronic transmission between locations within the United States.

Compliance with Laws

The Contractor shall comply with all applicable Federal, State and local Laws governing the confidentiality and privacy of Information. As used in this Non-Disclosure Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. In the event of any inconsistency or conflict between the provisions of this NDA and the provisions of applicable Laws governing the confidentiality and privacy of Information (e.g. personal information of County employees), the provisions of applicable Laws shall take precedence.

Exclusions

Excluding that information required by law to be protected, the foregoing shall not prohibit or limit Contractor's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a

third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of the Agreement.

Reporting
Contractor shall notify the County of any request for Information or access to Information that is unrelated to the performance or administration of the Agreement.

Ownership
All Information, except the Contractor's proprietary information, to which the Contractor has access is at all times the sole property of the County. The Contractor shall not have any right, title or interest to such material and shall not sell, transfer or otherwise make available to third parties except as provided in this NDA or the Agreement. All reports, notes, memoranda, notebooks, drawings and any other Information developed, received, compiled or delivered to the Contractor, regardless of the source of Information, shall be maintained only for the time necessary to provide services under the Agreement and shall be returned to the County at the termination of the Agreement or destroyed at the direction of the County. Destruction shall be deemed to include the purging of all Information from all equipment and media storage created or used in performance of the Agreement.

Performance
(a) Except to the extent necessary to provide services under the Agreement and with the consent of the County, the Contractor shall attach or load any additional hardware or software to County equipment. The Contractor shall use only those access rights and shall access only Information authorized by the County.

(b) The Contractor acknowledges and understand that Contractor shall comply with County's published computer and information security policies and practices which are made available to Contractor.

Assignment.
The Contractor shall not assign or subcontract its obligations under this NDA.

Breach.

The Contractor acknowledges that breach of this NDA shall give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. Additionally, the Contractor shall indemnify and hold harmless the County and its officers, agents and employees from all suits, actions, damages and costs of every name and description arising out of the acts or omissions of the Contractor and/or Contractor's employees, agents or subcontractors in violation of the terms and conditions of this NDA.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ _____
BIDDER TITLE

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date set forth below.

CONTRACTOR: CH Automotive Inc DBA AAAA1 Auto & Towing

By: _____
Name: Thomas Schmeltze
Title: Pres
Date: 6/9/25

COUNTY OF NASSAU

By: _____
Name: _____
Title: _____
Date: _____

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ Pres
BIDDER **TITLE**

Confidentiality Agreement
(If applicable)

I Thomas Schmeltzer (insert name), am a (please circle one) subcontractor / agent / employee / director / (officer) / other _____ of the Contractor C&T Automotive Inc DBA AAAA 1 Auto & Towing (the "Contractor"). I understand that I will be performing services in furtherance of an agreement between the Contractor and Nassau County (the "County") related to cybersecurity consulting services (the "Agreement"). I understand, acknowledge, and agree that all records, information, and data ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. I agree to reasonably safeguard any Information as to prevent disclosure to any unauthorized person. I understand and agree that the terms of this Confidentiality Agreement shall continue after I am no longer performing services related to the Agreement, and I shall continue to abide by such terms of this Confidentiality Agreement in perpetuity. I understand that failure to comply with these requirements may result in disciplinary action, termination, civil liability, and/or criminal prosecution, as well as any other penalties provided by law. This Confidentiality Agreement shall be governed and construed in accordance with the Laws of New York State.

(Individual's Signature)

Thomas Schmeltzer
(Individual's Printed Name)

C&T Automotive Inc DBA AAAA 1 Auto & Towing
(Entity for which Individual is an employee or agent)

6/9/25
(Date)

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BIDDER SIGN HERE _____ **BIDDER** Pres **TITLE**

Department of Taxation and Finance

New York State and Local Sales and Use Tax

Resale Certificate

ST-120 (6/18)

Name of seller	Name of purchaser
Nassau County Police	C & R AUTOMOTIVE DBA AAAA-1 AUTOBODY
Street address: 1490 Franklin Ave	Street address: 112 DUFFY AVENUE
City: Mineola; State: NY; ZIP code: 11501	City: HICKSVILLE; State: NY; ZIP code: 11801

Mark an *X* in the appropriate box: ☒ Single-use certificate ☐ Blanket certificate

Temporary vendors must issue a single-use certificate.

To the purchaser:

You may not use this certificate to purchase items or services that are not for resale. If you purchase tangible personal property or services for resale, but use or consume the tangible personal property or services yourself in New York State, you must report and pay the unpaid tax directly to New York State. Any misuse of this certificate will result in tax liabilities and substantial penalty and interest.

Purchaser information – *please type or print*

I am engaged in the business of AUTO and principally sell VEHICLES

(Contractors may not use this certificate to purchase materials and supplies.)

Part 1 – To be completed by registered New York State sales tax vendors

I certify that I am:

☐ a New York State vendor (including a hotel operator or a dues or admissions recipient), show vendor or entertainment vendor. My valid *Certificate of Authority* number is _____

☐ a New York State temporary vendor. My valid *Certificate of Authority* number is _____ and expires on _____

I am purchasing:

☒ **A.** Tangible personal property (other than motor fuel or diesel motor fuel)
- for resale in its present form or for resale as a physical component part of tangible personal property;
- for use in performing taxable services where the property will become a physical component part of the property upon which the services will be performed, or the property will actually be transferred to the purchaser of the taxable service in conjunction with the performance of the service; or

☐ **B.** A service for resale, including the servicing of tangible personal property held for sale.

☐ **C.** Restaurant-type food, heated food, or heated drink for resale.

Part 2 – To be completed by non-New York State purchasers

I certify that I am not registered nor am I required to be registered as a New York State sales tax vendor. I am registered to collect sales tax or value added tax (VAT) in the following state/jurisdiction _____ and have been issued the following registration number [redacted] (If sales tax or VAT registration is not required and a registration number is not issued by your home jurisdiction, indicate the location of your business and write ***not applicable*** on the line requesting the registration number.)

I am purchasing:

☐ **D.** Tangible personal property (other than motor fuel or diesel motor fuel) for resale, and it is being delivered directly by the seller to my customer or to an unaffiliated fulfillment services provider in New York State.

☐ **E.** Tangible personal property for resale that will be resold from a business located outside New York State.

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1838 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department is authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

Type or print name and title of owner, partner, or authorized person of purchaser	
MICHAEL SCHMELTZER	
Signature of owner, partner, or authorized person of purchaser	Date prepared: 6/3/25

Substantial penalties will result from misuse of this certificate.

Commercial Gross Lease

1. Names. This lease is made by 34 Charlotte Ave LLC, Landlord, and AAAA 1 Towing, Tenant.

2. Premises Being Leased. Landlord is leasing to Tenant and Tenant is leasing from Landlord the following premises:
34 Charlotte Ave Hicksville NY 11801.

3. Term of Lease. This lease begins on 1/1/19 and ends on 12/31/29.

4. Rent. Tenant will pay rent in advance on the 1 day of each month. Tenant's first rent payment will be on 1/1/19 in the amount of $5000.00. Tenant will pay rent of $5000.00 per month thereafter.

☐ Tenant will pay this rental amount for the entire term of the lease.

☐ Rent will increase each year, on the anniversary of the starting date in paragraph 3, as follows: _____.

5. Option to Extend Lease

☑ First Option. Landlord grants Tenant the option to extend this lease for an additional 10 years. To exercise this option, Tenant must give Landlord written notice on or before _____. Tenant may exercise this option only if Tenant is in substantial compliance with the terms of this lease. Tenant will lease the premises on the same terms as in this lease except as follows: _____.

☐ Second Option. If Tenant exercises the option granted above, Tenant will then have the option to extend this lease for _____ years beyond the first option period. To exercise this option, Tenant must give Landlord written notice on or before _____. Tenant may exercise this option only if Tenant is in substantial compliance with the terms of this lease. Tenant will lease the premises on the same terms as in this lease except as follows: _____.

6. Security Deposit. Tenant has deposited $10000 with Landlord as security for Tenant's performance of this lease. Landlord will refund the full security deposit to Tenant within 14 days following the end of the lease if Tenant returns the premises to Landlord in good condition (except for reasonable wear and tear) and Tenant has paid Landlord all sums due under this lease. Otherwise, Landlord may deduct any amounts required to place the premises in good condition and to pay for any money owed to Landlord under the lease.

7. Improvements by Landlord

☐ Before the lease term begins, Landlord (at Landlord's expense) will make the repairs and improvements listed in Attachment 1 to this contract.

☑ Tenant accepts the premises in "as is" condition. Landlord need not provide any repairs or improvements before the lease term begins.

8. Improvements by Tenant. Tenant may make alterations and improvements to the premises after obtaining the Landlord's written consent, which will not be unreasonably withheld. At any time before this lease ends, Tenant may remove any of Tenant's alterations and improvements, as long as Tenant repairs any damage

caused by attaching the items to or removing them from the premises.

9. Tenant's Use of Premises. Tenant will use the premises for the following business purposes: Towing & Storage Facility.
Tenant may also use the premises for purposes reasonably related to the main use.

10. Landlord's Representations. Landlord represents that:
A. At the beginning of the lease term, the premises will be properly zoned for Tenant's stated use and will be in compliance with all applicable laws and regulations.
B. The premises have not been used for the storage or disposal of any toxic or hazardous substance, and Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substance from the property.

11. Utilities and Services. Landlord will pay for the following utilities and services:
☐ Water
☐ Electricity
☐ Gas
☐ Heat
☐ Air-Conditioning
Any items not checked will be the responsibility of Tenant.

12. Maintenance and Repairs
A. Landlord will maintain and make all necessary repairs to: (1) the roof, structural components, exterior walls, and interior common walls of the premises, and (2) the plumbing, electrical, heating, ventilating, and air-conditioning systems.
B. Landlord will regularly clean and maintain (including snow removal) the parking areas, yards, common areas, and exterior of the building and remove all litter so that the premises will be kept in an attractive condition.
C. Tenant will clean and maintain Tenant's portion of the building so that it will be kept in an attractive condition.

13. Insurance
A. Landlord will carry fire and extended coverage insurance on the building.
B. Tenant will carry public liability insurance; this insurance will include Landlord as an insured party and will be primary to any liability insurance maintained by landlord. The public liability coverage for personal injury will be in at least the following amounts:
- $_____ per occurrence.
- $_____ in any one year.

C. Landlord and Tenant release each other from any liability to the other for any property loss, property damage, or personal injury to the extent covered by insurance carried by the party suffering the loss, damage, or injury.
D. Tenant will give Landlord a copy of all insurance policies that this lease requires Tenant to obtain.

14. Taxes
A. Landlord will pay all real property taxes levied and assessed against the premises.
B. Tenant will pay all personal property taxes levied and assessed against Tenant's personal property.

15. Subletting and Assignment. Tenant will not assign this lease or sublet any part of the premises without the written consent of Landlord. Landlord will not unreasonably withhold such consent.

16. Damage to Premises

A. If the premises are damaged through fire or other cause not the fault of Tenant, Tenant will owe no rent for any period during which Tenant is substantially deprived of the use of the premises.

B. If Tenant is substantially deprived of the use of the premises for more than 90 days because of such damage, Tenant may terminate this lease by delivering written notice of termination to Landlord.

17. Notice of Default. Before starting a legal action to recover possession of the premises based on Tenant's default, Landlord will notify Tenant in writing of the default. Landlord will take legal action only if Tenant does not correct the default within ten days after written notice is given or mailed to Tenant.

18. Quiet Enjoyment. As long as Tenant is not in default under the terms of this lease, Tenant will have the right to occupy the premises peacefully and without interference.

19. Eminent Domain. This lease will become void if any part of the leased premises or the building in which the leased premises are located are taken by eminent domain. Tenant has the right to receive and keep any amount of money that the agency taking the premises by eminent domain pays for the value of Tenant's lease, its loss of business, and for moving and relocation expenses.

20. Holding Over. If Tenant remains in possession after this lease ends, the continuing tenancy will be from month to month.

22. Disputes

☐ Litigation. If a dispute arises, either party may take the matter to court.

☐ Mediation and Possible Litigation. If a dispute arises, the parties will try in good faith to settle it through mediation conducted by

☐ _____.

☐ a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

☐ Mediation and Possible Arbitration. If a dispute arises, the parties will try in good faith to settle it through mediation conducted by

☐ _____.

☐ a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by

☐ _____.

☐ an arbitrator to be mutually selected.

Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

Landlord need not participate in mediation or arbitration of a dispute unless Tenant has paid the rent called for by this lease or has placed any unpaid rent in escrow with an agreed upon mediator or arbitrator.

22. Additional Agreements. Landlord and Tenant additionally agree that: _____

_____.

23. Entire Agreement. This is the entire agreement between the parties. It replaces and supersedes any and

all oral agreements between the parties, as well as any prior writings.

24. Successors and Assignees. This lease binds and benefits the heirs, successors, and assignees of the parties.

25. Notices. All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- ☐ in person
- ☐ via email, at the addresses provided below
- ☑ by certified mail, or
- ☐ by overnight courier.

26. Governing Law. This lease will be governed by and construed in accordance with the laws of the state of New York.

27. Counterparts. The parties may sign several identical counterparts of this lease. Any fully signed counterpart shall be treated as an original.

28. Modification. This lease may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

29. Waiver. If one party waives any term or provision of this lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.

30. Severability. If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this lease invalid or unenforceable, and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

Dated: _____

LANDLORD	**TENANT**
Name of Business: 34 Charlotte Ave LLC	Name of Business: AAA Towing
at 112 Duffy Ave Hicksville NY 11801	at 34 Charlotte Ave Hicksville NY 11801
By: _____	By: _____
Printed Name: Thomas Schmeltzer	Printed Name: Thomas Schmeltzer
Title: _____	Title: _____
Address: _____	Address: _____
Email: _____	Email: _____

☐ GUARANTOR

By signing this lease, I personally guarantee the performance of all financial obligations of _____ under this lease.

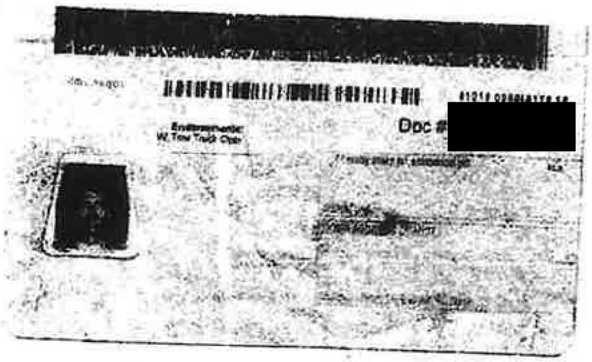
Dated: _____

Printed Name: _____ Title: _____

Address: _____

Email: _____


DRIVER LICENSE
[redacted]
SCHMELTZER
[redacted]
Class C
[redacted]
E W
B NONE
JUN 68
EXCELSIOR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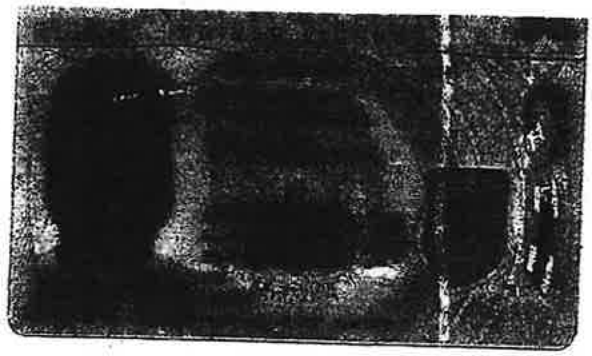
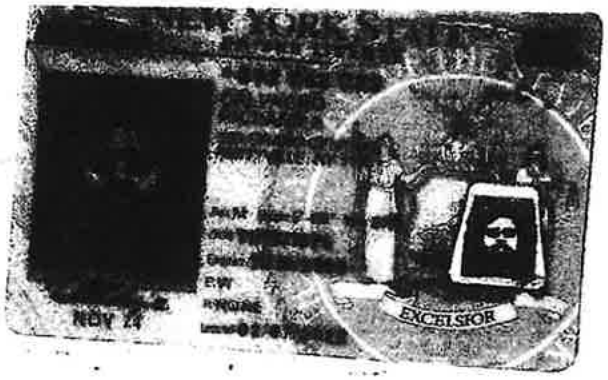
Environmental
W. Tow Truck Opr

[redacted]


NEW YORK STATE
DRIVER LICENSE
[redacted]
Class C
NATOLI
THOMAS ANTHONY
[redacted]
NOV
89



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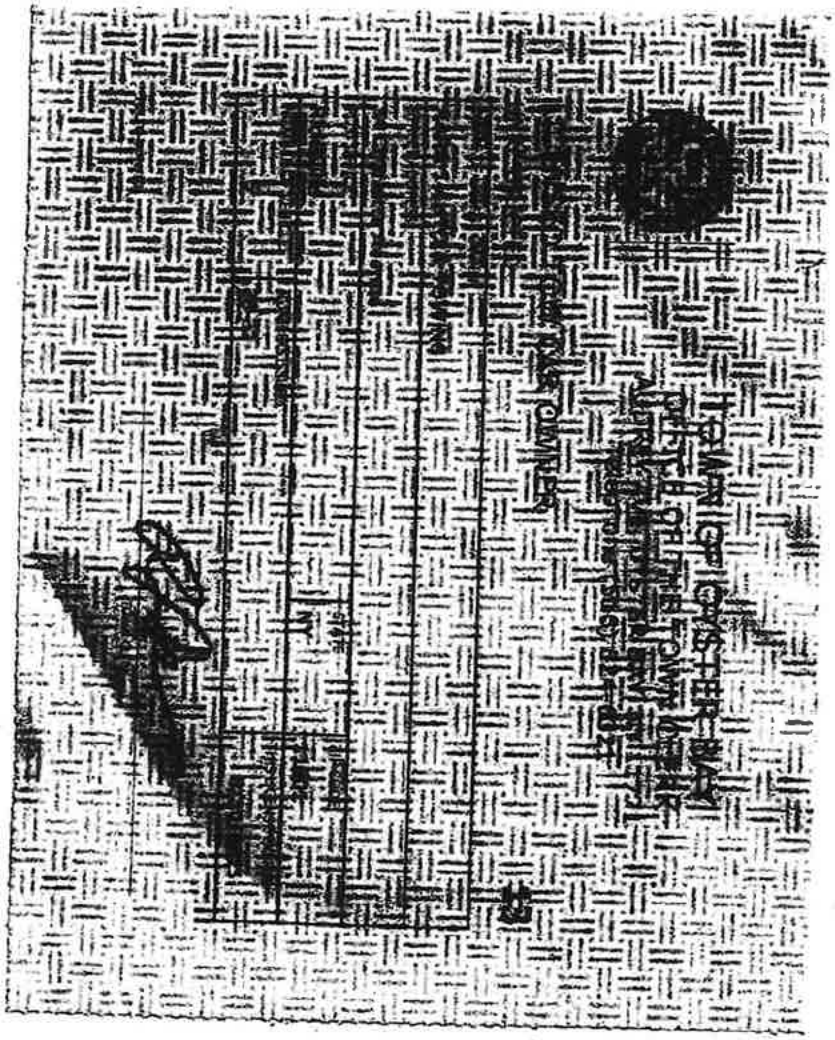

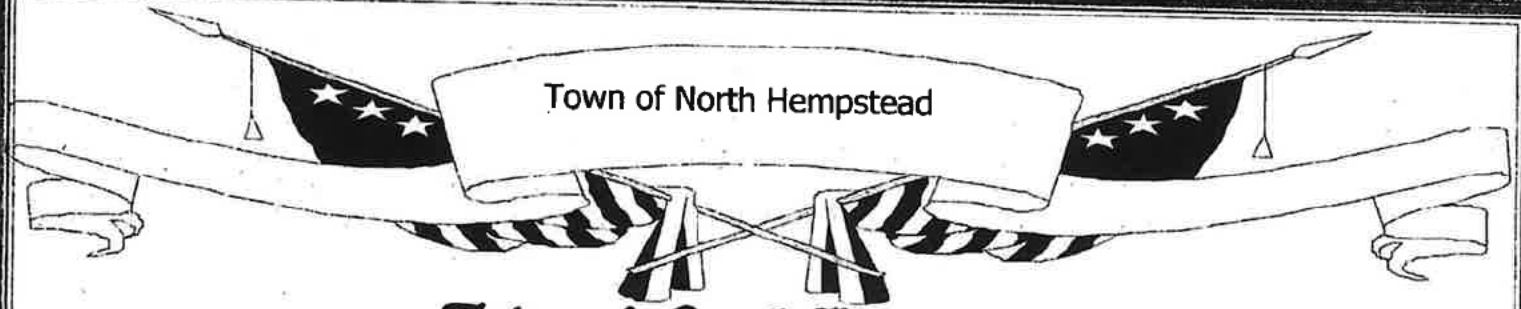

Jennifer S. DeSena
Supervisor

Town of North Hempstead

County of Nassau - State of New York

Ragini Srivastava
Town Clerk

LICENSED TOW TRUCK OWNER

This is to certify that having fulfilled qualifications pursuant to the provisions of Chapter 55, of the Code of the Town of North Hempstead, entitled "Tow Trucks" and compliance with all related laws and statutes of the State of New York; the County of Nassau, is hereby granted a license to perform Tow Truck operations within the Town of North Hempstead; for the term herein described.

Company Name : C & R Automotive Inc. d/b/a AAAA-1 Auto & Towing

Office/Terminal Located : 34 Charlotte Ave, Hicksville, NY 11801

Storage Facility Located: 34 Charlotte Ave, Hicksville, NY11801

License No: 68

Expires: June 30, 2025

Issued By: KR

06/30/2024

Date

THE TOWN OF NORTH HEMPSTEAD · NASSAU COUNTY, NEW YORK · 1784

By Direction of:

Ragini Srivastava

Ragini Srivastava, Town Clerk

DON'T PEEL STICKER FROM FRONT - SEE BACK!

Keep this document to show to the police and courts.

147639EN

>DEMA< HD 10/31/25
1FDXF46P57EA86729
2007 FORD TOW
32190TW TOW 0 E

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MV-856CR (9/21) **NEW YORK STATE REGISTRATION DOCUMENT**

E TOW
32190TW
2007 FORD NONTRANSFERABLE
TOW BK 1FDXP46P57EA86729
19500 D 8 I7768900 SEP 04 2024
WT/Seats Fuel Cyl WEB WEBCDA

Expires 10/31/25
C&R AUTOMOTIVE INC >DEMA<
34 CHARLOTTE AVE 116.00
HICKSVILLE NY 11801 ANNUAL CHG
147639EN VOID IF ALTERED EXCEPT FOR ADDRESS AMT PAID (INCL ADD CHG)
181.00

X0000287

4

C&R AUTOMOTIVE INC
34 CHARLOTTE AVE
HICKSVILLE NY 11801

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MV-455CR (8/21) NEW YORK STATE REGISTRATION DOCUMENT

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TOW BK 1FD4F46R38EA78747
19500 D 8 I7768739 SEP 04 2024
Wt Seats Fuel Cyl
WEB WEBCDA

Expires 10/31/25
C&R AUTOMOTIVE INC >DEMA<
34 CHARLOTTE AVE 116.00
HICKSVILLE NY 11801 ANNUAL CHG
147638EN VOID IF ALTERED EXCEPT FOR ADDRESS AMT PAID (INCL ADD CHG)
181.00

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C&R AUTOMOTIVE INC
34 CHARLOTTE AVE
HICKSVILLE NY 11801

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15250TT TOW 7 G

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MV-639CR (9/21) **NEW YORK STATE REGISTRATION DOCUMENT**

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15250TT
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TOW BK 3FRXF75G29V133538
26000 D 6 I2223522 JAN 28 2025
Wt/Seats Fuel Cyl WEB WEBCDA

Expires 03/31/26
AA-1 RECOVERY INC >DEMA<
112 DUFFY AVE 154.75
HICKSVILLE NY 11801 ANNUAL CHG
AMT PAID (INCL ADD CHG)
661144EP VOID IF ALTERED EXCEPT FOR ADDRESS 219.75

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AA-1 RECOVERY INC
112 DUFFY AVE
HICKSVILLE NY 11801

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Keep this document to show to the police and courts.

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MV-63/CR (8/21) NEW YORK STATE REGISTRATION DOCUMENT

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2011 DODGE NONTRANSFERABLE
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26500 D 6 I6460713 MAY 29 2025
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Expires 07/31/25
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HICKSVILLE NY 11801 ANNUAL CHG
AMT PAID (INCL ADD CHG)
211874ER VOID IF ALTERED EXCEPT FOR ADDRESS 222.50

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C&R AUTOMOTIVE INC
112 DUFFY AVE
HICKSVILLE NY 11801

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MV-856CR (8/21) **NEW YORK STATE REGISTRATION DOCUMENT**

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15420TT
2014 RAM NONTRANSFERABLE
TOW BK 3C7WRNDL3EG265258
18000 D 6 I2825562 FEB 18 2025
Wt/Seats Fuel/Cyl WEB WEBCDA

Expires 02/28/27
C&R AUTOMOTIVE INC >DEMA<
34 CHARLOTTE AVE 107.00
HICKSVILLE NY 11801 ANNUAL CHG
AMT PAID (INCL ADD CHG)
892807EP VOID IF ALTERED EXCEPT FOR ADDRESS 344.00

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C&R AUTOMOTIVE INC
34 CHARLOTTE AVE
HICKSVILLE NY 11801

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19834TT TOW 0 G

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MV-436CR (8/21) **NEW YORK STATE REGISTRATION DOCUMENT**

G TOW
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2015 RAM NONTRANSFERABLE
TOW BK 3C7WRNDLXFG594721
19500 D 6 I6412396 MAY 28 2025
Wt/Seats Fuel/Cyl WEB WEBCDA

Expires 05/31/26
C&R AUTOMOTIVE INC >DEMA<
34 CHARLOTTE AVE 116.00
HICKSVILLE NY 11801 ANNUAL CHG
AMT PAID (INCL ADD CHG)
194934ER VOID IF ALTERED EXCEPT FOR ADDRESS 181.00

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C&R AUTOMOTIVE INC
34 CHARLOTTE AVE
HICKSVILLE NY 11801

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NEW YORK STATE REGISTRATION DOCUMENT

X TOW
17013TV
2015 RAM NONTRANSFERABLE
TOW BK 3C7WRNDL3FG594723
19500 D 6 I7768570 SEP 04 2024
Wt Sents Fuel Cyl WEB WEBCDA

Expires 10/31/25
C&R AUTOMOTIVE INC >DEMA<
34 CHARLOTTE AVE 116.00
HICKSVILLE NY 11801 ANNUAL CHG
AMT PAID (INCL ADD CHG)
147637EN VOID IF ALTERED EXCEPT FOR ADDRESS 181.00

C&R AUTOMOTIVE INC
34 CHARLOTTE AVE
HICKSVILLE NY 11801

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NEW YORK STATE REGISTRATION DOCUMENT

E TOW
33952TW
2017 PETER NONTRANSFERABLE
TOW BK 1NPXH47X2HD408658
33000 D 6 I7768415 SEP 04 2024
Wt/Seats Fuel Cyl WEB WEBCDA

Expires 08/31/25
C&R AUTOMOTIVE INC >DEMA<
34 CHARLOTTE AVE 196.25
HICKSVILLE NY 11801 ANNUAL CHG
AMT PAID (INCL ADD'L CHG)
147640EN VOID IF ALTERED EXCEPT FOR ADDRESS 261.25

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C&R AUTOMOTIVE INC
34 CHARLOTTE AVE
HICKSVILLE NY 11801

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JJ841310

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MV-82BTR (4/21) NEW YORK STATE REGISTRATION DOCUMENT

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18570TV
2024 FORD NONTRANSFERABLE
TOW BK 1FDUF5HT3RED68910
019500 D 8 JJ841310 MAY 15 2025
Wt/Seats Fuel/Cyl DAH NSBA6A

C&R AUTOMOTIVE INC Expires 05/31/26
112 DUFFY AVE >DEMA<
HICKSVILLE NY 11801 116.00

ANNUAL CHG
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2022 RAM TOW
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Keep this document to show to the police and courts.

NEW YORK STATE REGISTRATION DOCUMENT

X TOW
15690TV
2022 RAM NONTRANSFERABLE
TOW BK 3C7WRMDL7NG157557
19500 D 6 I7344989 AUG 16 2024
Wt Seats Fuel Cyl WEB WEBCDA

Expires 07/31/25
C&R AUTOMOTIVE INC >DEMA<
112 DUFFY AVE 116.00
HICKVILLE NY 11801 ANNUAL CHG
AMT PAID (INCL ADD CHG)
921228EM VOID IF ALTERED EXCEPT FOR ADDRESS 181.00

Keep this document to show to the police and courts.

NEW YORK STATE REGISTRATION DOCUMENT

X TOW
15690TV
2022 RAM NONTRANSFERABLE
TOW BK 3C7WRMDL7NG157557
19500 D 6 I7344989 AUG 16 2024
Wt Seats Fuel Cyl WEB WEBCDA

Expires 07/31/25
C&R AUTOMOTIVE INC >DEMA<
112 DUFFY AVE 116.00
HICKVILLE NY 11801 ANNUAL CHG
AMT PAID (INCL ADD CHG)
921228EM VOID IF ALTERED EXCEPT FOR ADDRESS 181.00

C&R AUTOMOTIVE INC
112 DUFFY AVE
HICKVILLE NY 11801

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MV-82CR (9/21) NEW YORK STATE REGISTRATION DOCUMENT

G TOW
21055TT
2020 INTER NONTRANSFERABLE
TOW BK 1HTEUMML8LH563733
26000 D 6 I8815395 OCT 18 2024
WEB WEBCDA

C&R AUTOMOTIVE INC
34 CHARLOTTE AVE
HICKSVILLE NY 11801

Expires 11/30/25
>DEMA<
154.75
ANNUAL CHG.
VOID IF ALTERED EXCEPT FOR ADDRESS
219.75

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C&R AUTOMOTIVE INC
34 CHARLOTTE AVE
HICKSVILLE NY 11801

DON'T PEEL STICKER FROM FRONT - SEE BACK!

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NEW YORK STATE REGISTRATION DOCUMENT

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TOW BK 1FDUF5HT9HEC48205
19500 D 8 I7768323 SEP 04 2024
Wt.Scale Fuel(Cyl)
WEB WEBCDA

Expires 08/31/25
C&R AUTOMOTIVE INC >DEMA<
112 DUFFY AVE 116.00
HICKSVILLE NY 11801 ANNUAL CHG
AMT PAID (INCL ADD CHG)
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C&R AUTOMOTIVE INC
112 DUFFY AVE
HICKSVILLE NY 11801

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MV-890TR (4/21) NEW YORK STATE REGISTRATION DOCUMENT

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2017 PETER NONTRANSFERABLE
TOW BK 1NPXX4EX9HD388205
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Wt/Seats Fuel/Cyl SJI NDO297

Expires 05/31/26
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34 CHARLOTTE AVE 353.75
HICKSVILLE NY 11801

ANNUAL CHG
AMT PAID (INCL ADD'L CHG.)
418.75

JK175127 VOID IF ALTERED EXCEPT FOR ADDRESS

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AMEX 1003 809075 418.75

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2017 FORD TOW
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24360TT TOW 8

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MV-453TR (4/21) **NEW YORK STATE REGISTRATION DOCUMENT**

X TOW 24360TT TOW
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2017 FORD NONTRANSFERABLE
TOW BK 1FDUF5HT6HEC04629
019500 D 8 JK175126 MAY 28 2025
Wt/Seats Fuel/Cyl SJI ND0297

Expires 05/31/26

C&R AUTOMOTIVE INC >DEMA<
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HICKSVILLE NY 11801

ANNUAL CHG AMT PAID (REG. ADD CHG)

JK175126 VOID IF ALTERED EXCEPT FOR ADDRESS 206.00

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418.75

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C&R AUTOMOTIVE INC
34 CHARLOTTE AVE
HICKSVILLE NY 11801

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NY 852CR (9/21) NEW YORK STATE REGISTRATION DOCUMENT

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23655TT
2017 PETER NONTRANSFERABLE
TOW BK 2NP2HM6XXHM431854
21000 D 6 I8815505 OCT 18 2024
WEB WEBCDA

C&R AUTOMOTIVE INC
34 CHARLOTTE AVE
HICKSVILLE NY 11801

Expires 12/31/25
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125.00
ANNUAL FEE
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C&R AUTOMOTIVE INC
34 CHARLOTTE AVE
HICKSVILLE NY 11801

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

Definitions:

As used in this Appendix EE the term **"Executive Director"** shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term **"Subcontract"** shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term **"Subcontractor"** shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

As used in this Appendix EE the term **"Best Efforts Checklist"** shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term **"County Contract"** shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term **"County Contractor"** means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not

include any Subcontractor.

As used in this Appendix EE **"Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises"** shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County

Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

Rule:

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(b) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(c) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(d) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(e) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(f) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(g) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

(h) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(i) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(j) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(k) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(l) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(m) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal

government is not required.

Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Thomas Schmeltzer (Name)

[redacted] (Address)

_____ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ (HAS) ✓ (HAS NOT) not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____
_____
_____
_____
_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ (HAS) ✓ (HAS NOT) been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____
_____
_____
_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

6/1/26
Dated

Signature of Chief Executive Officer

Thomas Schmeltzer
Name of Chief Executive Officer

Sworn to before me this

1 day of June, 2026.

Notary Public

AMARJEET S MULTANI
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in NASSAU County
01MU6103749
MY COMMISSION EXPIRES 01/12/2028

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: C&R Automotive

2. Amount requiring NIFA approval: $120,000.00

Amount to be encumbered: $120,000.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to Date of Execution-five years
Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is a new contract to provide vehicle impound and towing services for the Nassau County Police Department. The Department requires these services to be available at the direction of the Department seven days a week/ 24 hours a day to tow, store and release vehicles as needed by the Department. This contract has been awarded pursuant to Bid Number 96890-06115-120.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 07/24/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Thomas Schmeltzer [JRROK2@YAHOO.COM]

Dated: 03/19/2026 10:26:49 am

Vendor: C&R Automotive Inc

Title: Pres.

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 03/19/2026

1) Proposer's Legal Name: C&R Automotice INC D/B/A AAAA1 Auto & Towing

2) Address of Place of Business: 112 duffy ave

City: Hicksville State/Province/ Territory: NY Zip/Postal Code: 11801

Country: US

3) Mailing Address (if different): 112 duffy ave

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone: (516) 433-1011

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: n/a

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

We would contact the County should any potential conflict arise to be guided accordingly.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;
10/16/2020

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.
Thomas Schmeltzer

iii) Name, address and position of all officers and directors of the company. If none, explain.
Thomas Schmeltzer Pres

iv) State of incorporation (if applicable);
NY

v) The number of employees in the firm;
12

vi) Annual revenue of firm;
3750000

vii) Summary of relevant accomplishments
Sucessfull Companies

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.
17

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
Manager

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Grand Prix Subaru		
Contact Person	Dan Ross		
Address	500 S. Broadway		
City	Hicksville	State/Province/Territory	NY
Country	US		
Telephone	(516) 822-6800		
Fax #	(516) 932-3375		
E-Mail Address	dross@grandprixsubaru.com		

Company	South Shore Subaru		
Contact Person	Randy Sporn		
Address	305 Sunrise Hwy		
City	Lindenhurst	State/Province/Territory	NM
Country	US		

Telephone	(516) 333-2666
Fax #	(516) 622-3099
E-Mail Address	rsporn@westburyjeep.com

Company	Westbury Jeep		
Contact Person	Tim Doyle		
Address	111 Bond St		
City	Westbury	State/Province/Territory	NY
Country	US		
Telephone	(516) 333-2666		
Fax #			
E-Mail Address	tdoyle@westburyjeep.com		

I, Thomas Schmeltzer , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Thomas Schmeltzer , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: C&R Automotive Inc

Electronically signed and certified at the date and time indicated by:
Thomas Schmeltzer JRROK2@YAHOO.COM

Pres
Title

03/19/2026 10:25:36 am
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Thomas Schmetzter
Date of birth: [redacted]
Home address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 34 Charlotte Ave

City: Hicksville State/Province/ Territory: NY Zip/Postal Code: 11801
Country: US
Telephone: (516) 433-1011

Other present address(es):

City: Hicksville State/Province/ Territory: NY Zip/Postal Code: 11801
Country: US
Telephone: 5169318303

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	12/01/2004	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Thomas Schmeltzer , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Thomas Schmeltzer , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

C&R Automotive In.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Thomas Schmeltzer JRROK2@YAHOO.COM

Pres.

Title

03/19/2026 10:22:20 am

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: C&R Automotive INC D/B/A AAAA 1 Auto & Towing

Address: 112 duffy ave

City: Hicksville State/Province/Territory: NY Zip/Postal Code: 11801

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Ltd. Liability Co (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

none

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

none

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):
112 duffy ave

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Thomas Schmeltzer [JRROK2@YAHOO.COM]

Dated: 03/19/2026 10:23:54 am

Title: Pres

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

NEW YORK STATE Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
C & R AUTOMOTIVE INC
34 CHARLOTTE AVENUE
HICKSVILLE, NY 11801

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number
[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Nassau County Police Department
1490 Franklin Ave
Mineola, NY 11501

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
[redacted]

3c. Policy effective period
07/29/2024 to 07/28/2026

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 6/6/2025 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Leston Welsh,Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/09/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

InFocus Insurance Agency
8035 Oswego Road
Liverpool NY 13090

CONTACT NAME: Erin Chapa
PHONE (A/C, No, Ext): (315) 622-3333 FAX (A/C, No): (315) 652-4595
E-MAIL ADDRESS: certs@infocusinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ERIO - ERIE INSURANCE CO	26263
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

C&R Automotive Inc.
112 DUFFY AVE
HICKSVILLE NY 11801-3640

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			[redacted]	02/14/2026	02/14/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			[redacted]	02/14/2026	02/14/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			[redacted]	02/14/2026	02/14/2027	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Garage Keepers			[redacted]	02/14/2026	02/14/2027	Limit Deductible	Actual Loss $500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insureds: C&R Automotive Inc DBA AAAA 1 Auto Body & Towing; C&R Automotive Inc DBA AAAA 1 of Farmingdale; C&R Automotive Inc DBA AAAA 1 Auto & Towing; C&R Automotive Inc DBA Hicksville Collision & Towing; AA-1 Recovery Inc DBA A-112 Auto & Towing

2007 FORD F4501FDXF46P57EA86729
2008 FORD F4501FD4F46R38EA78747
2009 FORD F7503FRXF75G29V133538

CERTIFICATE HOLDER

Nassau County Police Department
1490 Franklin Ave
Mineola NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/23/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER InFocus Insurance Agency 8035 Oswego Road Liverpool NY 13090	**CONTACT NAME:** Erin Chapa **PHONE (A/C, No, Ext):** (315) 622-3333 **FAX (A/C, No):** (315) 652-4595 **E-MAIL ADDRESS:** Certs@infocusinsurance.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** ERI0 - ERIE INSURANCE CO / 26263
INSURED C & R AUTOMOTIVE INC DBA AAAA 1 AUTO BODY TOWING 112 DUFFY AVE HICKSVILLE NY 11801-3640	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR [X] Garage Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			[redacted]	02/14/2026	02/14/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Garage Liability	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ Actual Loss Sust.
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			[redacted]	02/14/2026	02/14/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $			[redacted]	02/14/2026	02/14/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A				[redacted]	02/14/2026	02/14/2027	Limit Deductible	Actual Loss Sustained $500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insureds: C&R Automotive Inc DBA AAAA 1 Auto Body & Towing; C&R Automotive Inc DBA AAAA 1 of Farmingdale; C&R Automotive Inc DBA AAAA 1 Auto & Towing; C&R Automotive Inc DBA Hicksville Collision & Towing; AA-1 Recovery Inc DBA A-112 Auto & Towing

Nassau County, it's officials, employees, volunteers, agents, volunteers and representatives are listed as additional insured where required by written contract. Policies are primary and non-contributory. Waiver of subrogation applies.

CERTIFICATE HOLDER	**CANCELLATION**
Nassau County 240 Old Country Rd Mineola NY 11501	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE**

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
InFocus Insurance Agency	C&R Automotive Inc.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

2014 RAM 5500 3C7WRNDL3EG265258
2015 RAM 55003C7WRNDLXFG594721
2015 RAM 55003C7WRNDL3FG594723
2017 PETE 3372NP2HM6XXHM431854
2020 INTL TOW TRK1HTEUMML8LH563733
2017 FORD F5501FDUF5HT4HEC04628
2017 FORD F5501FDUF5HT6HEC04629
2017 PETE 3891NPXX4EX9HD388205
2017 FORD F5501FDUF5HT9HEC48205
2017 PETE 3891NPXH47X2HD408658
2003 MACK TRCTR 1M1AA18Y83W150800
2011 DODG TOW TRUCK 3D6WU7EL7BG524121
2020 FORD PU1FT7X2B69LEE79548
2022 RAM 55003C7WRMDL7NG157557
2024 RAM TOW TRUCK 3C7WRMDLXRG111985
2024 FORD TOW TRUCK 1FDUF5HT3RED68910
TRANSPORTER TAGS - 2104869 2104868

Nassau County, it's officials, employees, volunteers, agents, volunteers and representatives are listed as additional insured.

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NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^^^^^^ 201970936
WALTER P GEOGHAN AGENCY INC
870 MONTAUK HIGHWAY
P O BOX 818
BAYPORT NY 11705-0818

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
C & R AUTOMOTIVE INC. AAA-1 AUTO & TOWING 32-34 CHARLOTTE AVE HICKSVILLE NY 11801	NASSAU COUNTY POLICE DEPT 1490 FRANKLIN AVE MINEOLA NY 11501

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
[redacted]	[redacted]	09/01/2025 TO 09/01/2026	12/2/2025

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2198 703-7, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
MICHAEL SCHMELTZER
C & R AUTOMOTIVE INC.
1 OF 1

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 830044931

U-26.3

Certified: --

E-111-26

NIFS ID: CQPD26000007

Capital:

Contract ID #: **CQPD26000007**

NIFS Entry Date: **07/14/2026**

Department: Police Dept.

Service: **Impound and Towing Services**

Term: **Date of Execution -five years**

Contract Delayed:

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue: **X**	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Pitty Pitty Bang Bang Inc** DBA: **Grand Auto Body**	ID#:**834515034**
Main Address: **94 Denton Ave** **New Hyde Park, NY 11040**	
Main Contact: **Kerry Thornton**	
Main Phone: **(516) 294-3333**	

Department:
Contact Name: **karen taggart**
Address: **1490 Franklin Avenue** **Mineola, New York 11501**
Phone: **(516) 573-7210**
Email: **ktaggart@pdcn.org**

Contract Summary

Purpose: This is a new contract to provide vehicle impound and towing services for the Nassau County Police Department. The Department requires these services to be available at the direction of the Department seven days a week/ 24 hours a day, to tow, store and release vehicles as needed by the Department. This contract has been awarded pursuant to Bid Number 96890-06115-120.

Procurement History: Bid Number 96890-06115-120. Contractor was selected as the highest responsible bidder for Zones 1, 4, 3 and 6 (Nassau County Ordinance 175-14) meeting the specifications and qualifications contained in the bid.

Description of General Provisions: Contractor will provide towing and storage services for the Police Department. Vendor will charge the owners of the vehicles towing and storage fees which are set pursuant to County Ordinance.

Impact on Funding / Price Analysis: Contractor agrees to pay for the franchises granted herein as outlined below:

Zones 1 & 4 Bid $500.00 per annum

Zone 3 Bid $100.00 per annum

Zone 6 Bid $ 24,400.00 per annum

TOTAL: $25,000.00 per annum

To be paid in monthly installments to the County.

Although the contracts awarded by way of this bid are revenue contracts, the County is required to pay towing and storage when a vehicle is placed on a Departmental hold.

Change in Contract from Prior Procurement: N/A

Method of Source Selection:

☑ Formal Sealed Bid awarded to lowest, responsible bidder

Contract #: 96890-06115-120

Advertised On: 05/08/2025

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Publicly Opened On: 06/11/2025

Number of bids received: 12

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
PDH	10	1143	DE	PDPDH1143	DE500	PDPDH1143 DE500	01	$45,000.00
						TOTAL		**$45,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$45,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$45,000.00**

Routing Slip

Department			
NIFS Entry	Daniel Bonanno	07/16/2026 09:22AM	Approved
NIFS Final Approval	Karen Taggart	07/22/2026 09:18AM	Approved
Final Approval	Karen Taggart	07/22/2026 09:18AM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	07/22/2026 05:22PM	Approved
RE & Insurance Verification	Shannon Molloy	07/23/2026 11:57AM	Approved
NIFS Approval	Mary Nori	07/29/2026 03:22PM	Approved
Final Approval	Mary Nori	07/29/2026 03:22PM	Approved
OMB			
NIFS Approval	Jeffrey Nogid	07/22/2026 03:03PM	Approved
NIFA Approval	Irfan Qureshi	07/27/2026 11:09AM	Approved
Final Approval	Irfan Qureshi	07/27/2026 11:09AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	07/29/2026 03:41PM	Approved
DCE Compliance Approval	Andrew Levey	07/30/2026 09:56AM	Approved
Vertical DCE Approval	Arthur Walsh	09/03/2026 02:12PM	Approved
Final Approval	Arthur Walsh	09/03/2026 02:12PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	09/04/2026 11:46AM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND PITTY PITTY BANG BANG INC

WHEREAS, the County has negotiated a personal services agreement with Pitty Pitty Bang Bang Inc, to provide professional towing services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an agreement with Pitty Pitty Bang Bang Inc.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, NY 11501 (the "Department"), and **Pitty Pitty Bang Bang Inc., D/B/A Grand Auto Body** (the "Contractor"), a New York State corporation having its principal place of business at 94 Denton Avenue New Hyde Park New York 11040 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement;

WHEREAS, the Contractor desires to perform the services described in this Agreement;

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1) **Terms and Conditions.**
   All terms, conditions, and the parties' obligations under this Agreement are identified within **EXHIBIT A** ("Pitty Pitty Bang Bang Inc. Formal Sealed Bid Proposal"), which is hereby incorporated by reference.
2) **Services.**
   The Services to be provided by the Contractor under this Agreement shall consist of the items listed within **EXHIBIT A**. Contractor shall provide these services within Zones One (1), Three (3), Four (4) and Six (6) as delineated on page 40 of **EXHIBIT A**.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

Pitty Pitty Bang Bang Corp.

By: Kerry Thornton

Name: Kerry Thornton

Title: President

Date: 6/5/2026

NASSAU COUNTY

By: _____

Name: _____

Title:
Chief Deputy County Executive

Date: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 5th day of June in the year 2026 before me personally came Kerry Thornton to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Evan Paget
NOTARY PUBLIC
STATE OF NEW YORK
Registration No. 01PA0017817
Qualified in Nassau County
My Commission Expires
December 05, 2027

_____
NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____day of _____ in the year _____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

EXHIBIT A

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK **COUNTY OF NASSAU** BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM	BID NUMBER 96890-06115-120 Dated: Ad. 05/08/2025 BID OPENING DATE June 11,2025 11:00 A.M. E.D.S.T.
	BUYER Timothy Funaro TELEPHONE 516-571-7720	REQUISITION NUMBER OFFICE OF PURCHASING

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: County Tow and Impound Garage Contracts

JUN 11 2025
OPENED 11AM

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF _____ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO: Nassau County Police Department Chief of Support 1490 Franklin Avenue Mineola, N.Y. 11501	GUARANTEED DELIVERY DATE _____ DAYS AFTER RECEIPT OF ORDER EMPLOYERS FEDERAL TAX ID NUMBER [redacted]

TOLL FREE TELEPHONE NUMBER:
BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER	Pitty Pitty Bang Bang Inc	(DBA Grand Auto Body)		
ADDRESS	94 Denton Ave			
CITY	New Hyde Park	STATE NY	ZIP CODE 11040	TELEPHONE 516-294-3333
Kerry Thornton SIGNATURE OF AUTHORIZED INDIVIDUAL		Kerry Thornton (President.) PRINT OR TYPE NAME OF SIGNER AND TITLE		

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any

3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.

deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.

7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

2. PRICES: The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson- Patman Act) do not apply to purchases made by the County.

3. SURETY: In the event that an award is made hereunder, The Department reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

4. AWARD: The Department reserves the right before making award to make investigations as to whether or not the items, qualifications facilities, services offered by the Bidder meet the requirements set forth herein and are sample and sufficient to ensure the proper performance in the event of awarded. The Bidder must be prepared, if requested by the Department, to present evidence of experience, ability and financial standing. If it is found that the conditions of the bids are not complied with or that articles, equipment or services proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Department may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Department to make any examinations before award: and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all the requirements and conditions of the bid.

5. The Department reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Department determines the best interests of the County of Nassau will be served. The Department, in its sole discretion, may accept or reject illegible, incomplete or vague bids and that decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Department reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

6. Awards will be made to the highest responsible Bidder. Consideration will be given to the reliability of the Bidder and ability to meet the specifications of this bid.

7. The Department reserves the right to reject all bids in whole or in part and to waive technical defects, irregularities and omissions if in its judgment the best interest of the County will be served.

8. All work/services performed by the Contractor pursuant to this contract are subject to inspection and approval by an authorized and designated member of the Department. The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the County of Nassau shall so notify the Contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, and the Contractor continues to omit or unsatisfactorily perform the required services, the County of Nassau will terminate this contract for cause as set forth in paragraph 18 below.

9. The bidder warrants that he is not in arrears to the county of Nassau upon dept or contract, and that he is not in default as surety, contractor, or otherwise, upon any obligation to the county.

10. Billing for any fees owed by the County to the Contractor pursuant to Paragraph O (Scope of Services) below must be submitted by the Contractor to the County using County voucher forms.

a. Vouchers; Voucher Review, Approval and Audit. All payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

b. Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

c. No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the county.

d. Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

11. GUARANTEES BY BIDDER: Bidder hereby guarantees:
    a. To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County.
    b. His services against defective material or workmanship and to repair any damages or marring occasioned in transit.
    c. To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
    d. To pay for all permits, licenses and fees and give all notices and comply with all law ordinances, rules and regulations of the city, village or town, and of the County of Nassau and the State of New York relating to the performance of the specifications set forth in this bid.
    e. <u>To carry Insurance as described below:</u>
        i. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense:
            1. One or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not

less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage.

2. If contracting in whole or part to provide personal services related to towing of automobiles, one or more policies for Automobile Liability insurance for Any Auto, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage.
3. Workers compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law,
4. Such additional insurance as the County may from time to time specify a waiver of subrogation is granted in favor of the County of Nassau.

ii. Acceptability; Deductibles; Sub-Contractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be:

1. Written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County and which is (2) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any sub-contractor hired in connection with the Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

iii. Delivery; Coverage Change: No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material reach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

f. That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all

Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

g. That the services furnished shall conform to all provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished or services provided.

12. LABOR LAWS and ANTIDISCRIMINATION: Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220, 220a, 220b, 220d, 220e, and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered thereunder, and shall at all times observed and comply with said ordinances, laws and regulations at his sole cost and expense.

13. ASSIGNMENT: The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement and the rights and obligations hereunder without the prior written consent of the County.

14. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/designated representative.

15. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

16. GOVERNING LAW: Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under,

and shall be governed and construed in accordance with, the Laws of New York State, without regard to conflict of laws provisions thereof.

17. All Contractor personnel assigned to any requirement of a contract established must be fully qualified to perform the services required as set forth herein and abide by all applicable laws.

18. TERMINATION: This Agreement may be terminated:
    a. i. For any reason by the County upon thirty (30) days' written notice to the Contractor ii. For "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination
        iii. Upon mutual written agreement of the County and the Contractor, and/or
        iv. In accordance with any other provisions of this Agreement expressly addressing termination,
    b. As used in this Agreement the word "Cause" includes:
        i. A breach of this Agreement,
        ii. The failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and
        iii. The termination or impending termination of federal or state funding for the services to be provided under this Agreement.
    c. By the Contractor: This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor' ability to perform its obligations and not to a judgement as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period of sixty days' notice is impossible), a notice stating:
        i. That the Contractor is terminating this Agreement in accordance with this subsection,
        ii. The date as of which this Agreement will terminate, and
        iii. The facts giving rise to the Contractor's right to terminate under the subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.
    d. Contractor Assistance Upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

19. CONFIDENTIALITY:
    a. The Contractor agrees to hold confidential, both during and after the completion or

termination of this Agreement, all of the reports, evidence, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.

b. Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;

c. If applicable, Vendor and/or vendors employees/agents, subcontractors, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

20. LIMITATIONS ON ACTIONS AND SPECIAL PROCEEDINGS AGAINST THE COUNTY: No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

a. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary 6 moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

b. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: Pitty Pitty Bang Bang Inc (DBA Grand Auto Body) / Kerry Thornton President

Address: 94 Denton Ave New Hyde Park, NY 11040 / [redacted]

Telephone No: 516-294-3333 Email: PittyPittyBangBang@Gmail.com

1. State Whether: A Corporation Corp

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY. *IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Kerry Thornton
BIDDER

Kerry Thornton President.
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

QUALIFICATION STATEMENT

BIDDER'S NAME: Pitty Pitty Bang Bang Inc (DBA Grand Auto Body)

ADDRESS:
94 Denton Ave Nyw Hyde Park, NY 11040

1. STATE WHETHER: CORPORATION Corp INDIVIDUAL _____
PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)

PRESIDENT Kerry Thornton

VICE PRESIDENT

SECRETARY

TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes

IF SO, WHEN? On the Portal

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 6

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? No

IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? Towing and Auto Body

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUAL'S NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CITY
Kerry Thornton	President / Towing	over 30 years		

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
Currently in contract working with Nassau County

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION
Kerry Thornton President.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Kerry Thornton
BIDDER

Kerry Thornton President.
TITLE

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: Van Buick GMC Buick. Garden City Park
ADDRESS:

TELEPHONE: 516-741-5060 CONTACT PERSON: Ken Wills.
CONTRACT DATE:

2. REFERENCE'S NAME: Albert Kempley. Paint supply.
ADDRESS:

TELEPHONE: 516-872-3200 CONTACT PERSON: Jr
CONTRACT DATE:

3. REFERENCE'S NAME: Form solutions
ADDRESS: New Hyde Park

TELEPHONE: 917-418-7040 CONTACT PERSON: Adam
CONTRACT DATE:

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Kerry Thornton
BIDDER

Kerry Thornton President.
TITLE

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

Definitions:

As used in this Appendix EE the term **"Executive Director"** shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term **"Subcontract"** shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term **"Subcontractor"** shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

As used in this Appendix EE the term **"Best Efforts Checklist"** shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term **"County Contract"** shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term **"County Contractor"** means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE **"Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises"** shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is

suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

Rule:

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from

Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any

County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

Pursuant to General Municipal Law Section 103-g, which generally prohibits the County from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Bidder submits the following certification:

PLEASE CHECK ONE:

[X] By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

OR

[ ] I am unable to certify that the Bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: 6-9-2025

(Signature of Bidder)

Print Name: Kerry Thornton

Print Title: President.

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Procurement Lobbying Law

Pursuant to State Finance Law §§139-j and 139-k, this Bid includes and imposes certain restrictions on communications between a Governmental Entity and an Offeror/bidder during the procurement process. An Offeror is restricted from making contacts from the earliest posting, on a Governmental Entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with article four-C of the economic development law of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from Offerors intending to result in a Procurement Contract with a Governmental Entity through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, the Office of the State Comptroller ("Restricted Period") to other than the Designated Contacts for the Governmental Procurement unless it is a Contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The Designated Contact(s) for this Governmental Procurement, as of the date hereof, are identified on the first page of this solicitation. County employees also are required to obtain certain information when Contacted during the Restricted Period and make a determination of the responsibility of the Offeror pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offeror is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the County's website. All questions or concerns regarding this Bid must be directed to the designated contact person named on the first page of the bid.

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TITLE

OFFEROR'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(3) and §139-j(6)(b)

Offeror Certification:

Offeror affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

Date: 6-9-2025

Signature:

Name: Kerry Thornton

Title: President.

Contractor Name: Pitty Pitty Bang Bang Inc (DBA Grand Auto Body)

Contractor Address: 94 Denton Ave New Hyde Park, Ny 11040

Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse,

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Kerry Thornton President.
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child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

a) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.
b) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
c) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

a) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
b) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
c) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
d) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
e) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement;
f) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any sub-contractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and
g) The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)

INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Department" as used herein, shall be deemed as a reference to the Nassau County Police Department.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment and services in its entirety, as listed in the contract documents, and is to include everything necessary and/or required to execute all the work as herein specified.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

M/WBE, SDVOB and DBE Participation: The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their bid. For more information regarding the County's DSVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website.

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BIDDER

Kerry Thornton President.
TITLE

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY**. **THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M**. LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

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TITLE

INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing TOW and MOTOR VEHICLE STORAGE services for the Nassau County Police Department in order that they may enjoy uninterrupted service in consideration for payment of the highest prices bid for each zone.

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under contracts.

PERIOD COVERED: Shall be for five (5) years from the effective date of the contract. The County of Nassau reserves the right to extend the contract up to an additional two (2) year(s), at up to one (1) year options. However, the termination of the contract may be further extended up to two (2) months beyond the stated termination date. The maximum period of any contract as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months. The decision to renew the contract will be at the sole discretion of the County and may be exercised by written notice thereof to the Contractor.

AWARD: If any, will be made to the highest responsible bidder for each zone who in the judgment of the Police Department, meets the specifications and qualifications stated herein. The award(s) will be granted when approved by the Nassau County Legislature and executed by the County Executive. The awarding of a bid will enable the successful bidder to perform the services under the terms specified herein for the period indicated and at the prices bid upon.

******BID SECURITY**: Each bidder shall submit with their bid offer at the date and time scheduled for the bid opening, a **CERTIFIED CHECK OR BID BOND, payable** to the County of Nassau for: **ONE THOUSAND DOLLARS ($1,000.00).** Upon the issuance and consummation of any Purchase Order by the Office of Purchase issued hereunder, the bid security will be returned. The bid security of unsuccessful bidders will be returned after an award is made.

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Kerry Thornton President. — **TITLE**

REQUIRED VENDOR DISCLOSURE FORMS

Prior to the bid opening, the following disclosure forms (the "Disclosure Forms") must be submitted in the Nassau County Vendor Portal at

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627:

a) A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.
b) All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.
c) The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form
d) Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

PLEASE NOTE:

- If a bidder has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the bidder must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the bid opening date. The bidder must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration.

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REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the Department in writing prior to the bid opening. The failure of the bidder to notify the Department, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the Department **receives** a notification from a bidder of an inconsistency, ambiguity, omission or error in the Contract documents, the Department **will**, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the Department, and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

Please note that all bidder requests for information or clarification must be received by the Department at least seven days prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.

Ordinance # 153-2018

Pursuant to Ordinance# 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

Value of Contract	Administrative Fee
$0-$10,000	$0
Over $10,000-$50,000	$160
Over $50,000-$100,000	$266
Over $100,000	$533

After an award, the successful bidder(s) will be notified by the Police Department or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to waive the fee.

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BIDDER

Kerry Thornton President.
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

1. The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

This 10 day of June, 20 25 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: Pitty Pitty Bang Bang Inc (DBA Grand Auto Body)

Address: 94 Denton Ave

Street:

City, Town, etc: New Hyde Park, Ny 11040

Telephone: 516-294-3333 Title: President.

Email Address: PittyPittyBangBang@gmail.com

If applicable, responsible Corporate Officer:

Name Kerry Thornton Title President.

Signature: Kerry Thornton

Sign Here

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Kerry Thornton **BIDDER** Kerry Thornton President. **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE MAY RESULT IN AUTOMATIC REJECTION OF THE BID.

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT**, **CROSS-OUTS OR LIFT-OFF TAPE MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid price in the appropriate column on bid pages or forms attached hereto. I. Bidders shall submit one (1) original bid document and all applicable attachments.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: [redacted] **State Exemption Number:** [redacted]

Bid document must be signed by proprietor, partner or corporate officer.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Department will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 8 for further details

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Kerry Thornton
BIDDER

Kerry Thornton President.
TITLE

NOTICE TO ALL BIDDERS:

Bids are hereby solicited for the services specified herein which are to be performed at the locations indicated, and in strict accordance with all specifications, terms and conditions as set forth herein and made part hereof.

SPECIFICATIONS/SCOPE OF SERVICES

The purpose of this bid is to establish a yearly price to be paid by the successful bidder for the designation as a County Tow and Impound Garage; and, who shall thereafter have the exclusive right within the specific geographic zone(s) awarded to the bidder to provide towing services and storage facilities within the specific geographic zone as described below in pages 30-35 at the direction of the Nassau County Police Department on a twenty-four (24) hour, seven (7) day a week, three hundred sixty-five (365) days a year basis; store motor vehicles on the Contractor's property for an unspecified period; and perform necessary work at the scene of an automobile accident and at storage facility when directed by the Department.

In submitting his/her bid, the bidder declares and affirms that he understands and agrees to the following:

A. To make services available on a twenty-four (24) hour, seven (7) day a week, three hundred sixty-five (365) days a year basis within the geographic area of the zone(s) awarded to the bidder
B. Contractor must provide towing services and storage to the zones adjacent to the assigned zones when the vendor servicing said adjacent zone is unavailable.
C. Contractor must agree to provide towing services at mutually convenient times from his/her premises to a COUNTY owned storage facility, or from one COUNTY owned storage facility to another COUNTY owned storage facility including circumstances when the COUNTY owned storage facility is outside his assigned zone or zones.
D. Contractor will be required to own or have at his immediate disposal at the time of the bid opening and continuously throughout the term of the CONTRACT the facilities, tow trucks and other equipment sufficient to serve the zone(s) for which he/she has bid based on the average number of impounds for that zone as set forth below in "MINIMUM REQUIREMENTS" Section, page 29.
E. Contractor shall own or lease premises within the boundaries of the zone assigned or an adjacent zone in the County of Nassau. The premises shall be fenced, secured and utilize security cameras, lighted and sufficient to store the number of vehicles set forth in the minimum requirements for the zone(s) awarded as set forth below in MINIMUM REQUIREMENTS Section, page 29, .
F. Successful bidder agrees to respond to calls from the DEPARTMENT immediately and to arrive at the scene as quickly as "time of day" traffic will permit and in no event longer than one (1) hour from the time of the call.
G. Contractor agrees to be available during regular business hours Mondays through Fridays for vehicle owners to pick up their vehicles, provided, however, that if Contractor is closed on weekends and a vehicle owner attempts to pick up their vehicle CONTRACTOR may not charge for storage for those days.
H. Contractor shall, at all times during the term of this Agreement, be licensed to operate tow car services in the municipalities within the zone or zones assigned.
I. The successful bidder shall not delegate towing services to any other agency without the express approval of the Office of Purchasing and the Nassau County Police Department.
J. In the event of an accident requiring the removal of large or extremely heavy vehicles, including but not limited to trailer trucks, vans, and tank trucks, from the streets, roads, places and highways of the zone or zones assigned, and the Contractor assigned Zone 23 (which encompasses the entirety of Nassau County for the purposes of heavy duty towing) is unable to perform such services, Contractor may in such cases, and only in such cases, call upon a tow company possessing equipment capable of doing such work. Contractor shall furnish to the DEPARTMENT the name of the company to be engaged for this purpose together with proof that such company has agreed to respond as called by the DEPARTMENT seven (7) days a week, twenty-four (24) hours a day. The tow company engaged for this purpose must be licensed to operate tow car services in the municipalities within the zone or zones. CONTRACTOR shall notify the DEPARTMENT of any change in the company CONTRACTOR engages for such work. CONTRACTOR agrees that the tow company engaged for this purpose shall maintain Workers' Compensation Insurance and Liability Insurance as set forth in above in Terms and Conditions Section, page 3, paragraph 11(e) of this Agreement, or such other insurance that the COUNTY may reasonably require. CONTRACTOR further agrees that the tow company engaged for this purpose shall provide insurance certificates to COUNTY as a condition precedent to undertaking any work for or on behalf of CONTRACTOR.
K. CONTRACTOR agrees to employ at his premises at all times during the life of the Agreement and any renewals or extensions thereto, a mechanic of sufficient ability and experience to make brake examinations of impounded vehicles during business hours and to give testimony as to the condition of the brakes of the impounded vehicles so examined when requested by the DEPARTMENT.
L. CONTRACTOR agrees to submit to an initial inspection by personnel of the Nassau County Office of Purchasing and the DEPARTMENT as well as to periodic inspections by authorized members of the DEPARTMENT to assure his continued ability to perform this Agreement as specified herein. CONTRACTOR further agrees to notify the DEPARTMENT when a new employee is hired and agrees to require that the new hire submit to a background investigation by the DEPARTMENT.
M. CONTRACTOR, upon removing a wrecked or damaged vehicle from the roadway and/or highway, agrees to remove any glass or other injurious substance dropped upon the highway from such vehicle as required by section 1219 of the New York State Vehicle and Traffic Law.
N. CONTRACTOR agrees to abide by all lawful instructions, directions and requests of the member of the DEPARTMENT at the scene or incident to which he is called to perform the services specified herein.
O. CONTRACTOR must abide by the following impound rates on fixed-sum basis as follows, provide however, if these fees are amended by county ordinance the Contractor upon thirty days' notice, must abide by any relevant amended ordinance:

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BIDDER SIGN HERE Kerry Thornton — **BIDDER**

Kerry Thornton President. — **TITLE**

IMPOUND RATES (MAXIMUM ALLOWABLE)

Tow Rates

i. Towing to a Contractor's premises

a. Passenger cars, taxis and motorcycles $125.00
b. Commercial vehicles up to 8,000 pounds unladen $200.00
c. Commercial vehicles over 8,000 (plus $15.00 per each additional 4,000 pounds or part thereof) $200.00
d. Commercial vehicles that require a tow truck with a gross vehicle weight rating of over 30,000 pounds $300.00

ii. Towing from a Contractor's premises to a County-owned storage facility

a. Passenger cars, taxis and motorcycles $125.00
b. Commercial vehicles $200.00

NO MILEAGE CHARGE IS PERMITTED

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

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Kerry Thornton President
TITLE

Storage Rates (other than County Storage Rates)

i.Storage for each 24-hour period or part thereof for the first seven days
- a. Passenger cars, taxis and motorcycles ..... $20.00 per day
- b. Commercial vehicles up to 30 feet in length ..... $30.00 per day
- c. Commercial vehicles exceeding 30 feet in length ..... $35.00 per day

ii.Storage for each 24-hour period or part thereof for each day after the first seven days up to the 30th day
- a. Passenger cars, taxis and motorcycles ..... $25.00 per day
- b. Commercial vehicles up to 30 feet in length ..... $35.00 per day
- c. Commercial vehicles exceeding 30 feet in length ..... $40.00 per day

iii.Storage for each 24-hour period or part thereof for each day after the 30th day
- a. Passenger cars, taxis and motorcycles ..... $30.00 per day
- b. Commercial vehicles up to 30 feet in length ..... $40.00 per day
- c. Commercial vehicles exceeding 30 feet in length ..... $45.00 per day

iv.Storage in a County-owned storage facility for each 24-hour period or part thereof
- a. Passenger cars, taxis and motorcycles ..... $20.00 per day
- b. Commercial vehicles ..... $20.00 per day

County Storage Rate

i.Motor Vehicles directed by the Department to be held for evidence or other reasons shall be charged a reduced total charge of $2.50 per day ONLY ("County Storage Rate") from the date of the official notification and remain in effect until the Contractor has been notified that the vehicle is officially released.

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

Brake Test

i.Brake test
- a. Passenger cars, taxis and motorcycles $60.00
- b. Commercial vehicles $80.00

P. When a vehicle is impounded by the DEPARTMENT pursuant to its duties under the provisions of the Nassau County Administrative Code and the New York State Vehicle and Traffic Law and delivered to the custody of Contractor, Contractor will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated above in "Paragraph O". The DEPARTMENT will notify Contractor when the vehicle is released from impound. If the owner of said vehicle or other authorized person fails to claim the vehicle, the department will release the vehicle from impound to the Contractor and it shall be the responsibility of Contractor to proceed in accordance with NYS Lien Law to dispose of the vehicle and to obtain payment of its fees.

Q. Contractor shall not charge (except as otherwise indicated in this paragraph) the owner of the vehicle, or other authorized person claiming the vehicle, as provided above in "Paragraph O", when the DEPARTMENT advises Contractor that the vehicle is being held for evidence or other reasons, and the DEPARTMENT advises Contractor that the County will be responsible for the applicable charges as follows. Upon release of the hold on the vehicle, County shall pay the towing charge, the brake test charge (if requested by the DEPARTMENT) and the County Storage Rate ($2.50 per day) covering the period from the date of impound to the date of the next business day after the DEPARTMENT'S notification that the hold has been removed. In cases where the vehicle owner or other authorized person fails to claim the vehicle or fails to obtain release and the County releases the vehicle directly

to the Contractor for purpose of obtaining payment of its fees in accordance with the provisions of the Lien Law of the State of New York, the Contractor is not entitled to payment of any towing or storage fees from the County and Contractor agrees to accept such vehicle in lieu of any consideration and proceed under the Lien Law. When vehicle is held pending resolution of a criminal case which involves Section 511 of the Vehicle and Traffic Law, or, where pursuant to statute, the registered owner of the vehicle is responsible for such payment, upon resolution of said case, the vehicle owner and not the County, shall be liable for all towing and storage fees, regardless of the existence or non-existence of a hold on the vehicle. Contractor shall be entitled to charge the vehicle's owner for any storage after the next business day after the DEPARTMENT'S notification that the hold has been removed beginning with the rate for the first seven (7) days.

R. Contractor shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the DEPARTMENT without written authorization of the DEPARTMENT.

S. Contractor shall be responsible for any and all damage occurring to an impounded vehicle while the vehicle is in its possession. Contractor shall also be responsible for all equipment and miscellaneous items impounded with the vehicle as listed on the "Motor Vehicle Impound Worksheet/Invoice" which Contractor will sign to acknowledge (P.D.C.N. Form 94A). During the time Contractor is in possession of an impounded vehicle, Contractor shall report any damage to the impounded vehicle including damage to the equipment and miscellaneous items therein to the local precinct immediately. Contractor shall also report any missing items to the local precinct immediately. CONTRACTOR, in a timely fashion, will cause the damage to be fixed, the item to be replaced or reimburse the owner of the vehicle (or other authorized person claiming the possession of the vehicle) in order that the damage may be fixed or the item replaced. However, CONTRACTOR will not take any action regarding any vehicle which is being held as evidence by the DEPARTMENT without first contacting DEPARTMENT and getting approval for said action in writing from an authorized member of the DEPARTMENT. CONTRACTOR shall cause an insurance claim to be filed with their insurance company if necessary to pay a claim.

T. Contractor shall allow and permit the owner of the impounded vehicle (or other authorized person claiming the possession of the vehicle) access to the impounded vehicle for the purpose of taking possession of any personal property found within the vehicle and obtaining proof of registration, financial security, title or documentation in support thereof, as required by section 511-b (7) of the New York State Vehicle and Traffic Law. Contractor shall notify the DEPARTMENT, by contacting the Precinct Impound Clerk ("Impound Clerk"), of a request by the owner (or other authorized person claiming the possession of the vehicle) for access to the impounded vehicle. CONTRACTOR shall identify and document (i) name, address, and phone number of any person accessing vehicle, (ii) date and time of access, (iii) vehicle being accessed, (iv) brief description of property removed from vehicle, and (v) signature of person accessing vehicle acknowledging the information documented. CONTRACTOR shall keep and maintain all such records, information, and data obtained as set forth above, in a logbook and pursuant to Paragraph U below. Contractor will not permit access to any vehicle being held as evidence by the Department to any individual without written approval to do so by an authorized member of the Department.

U. Contractor shall be responsible for the accurate preparation and maintenance of records relating to this contract in a ledger or binder in a neat and legible manner, arranged by precinct and impound number clearly denoting all details pertinent to the impound including but not limited to vehicle information including year, make, model, VIN number, date, time and location of impound, date of release, all fees and charges and any relevant communications with the DEPARTMENT or the vehicle owner. Contractor shall be responsible for the accurate preparation and maintenance of records consistent with acceptable bookkeeping procedures. Contractor shall provide copies of these records to the DEPARTMENT upon the expiration or termination of this Agreement.

V. Once each month, but not later than the 10th of the month, Contractor shall provide by e-mail a list of vehicles which they have on their premises to the email address designated by the Department. The notice shall include vehicle year, make, model, VIN number, date, time and location of impound. Failure to provide such notice may, in the County's sole discretion, result in Contractor's waiving their right to any outstanding charges due for storage of said vehicles.

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BIDDER

Kerry Thornton President.
TITLE

MINIMUM EQUIPMENT REQUIREMENT:

If the zone bid upon has an average number of impounds per month of twenty-five (25) or LESS, bidder must possess space for the storage of a minimum of twelve (12) vehicles and have a minimum of one (1) tow truck. The storage space must meet the specifications listed in Term and Conditions above.

If the zone bid upon has an average number of impounds per month of twenty-five (25) or MORE, bidder must possess space for the storage of a minimum of thirty (30) vehicles and have a minimum of two (2) tow trucks. The storage space must meet the specifications listed in the Terms and Conditions above

The minimum requirements to bid on Zone 23 (Heavy duty towing) are as follows: the minimum number of tow trucks required shall be – TWO (2) with such trucks having a capable of towing a vehicle with the gross vehicle weight of 10,001 pounds or more. The Nassau County Police Department will call upon the successful bidder for the zone which encompasses the entirety of Nassau County for the purpose of heavy duty towing to perform ALL the necessary work irrespective of which zone this work is located. Heavy duty towing shall mean towing any vehicle with a gross vehicle weight of 10,001 pounds or more.

NOTE: The historical number of impounds per month are attached to this bid and are based upon Police Department records.

Bid document must be signed by proprietor, partner or corporate officer.

Qualification statement must be completed and submitted with bid.

METHOD OF BIDDING: Bidders may bid on one or more zones as designated herein provided that the bidder owns or leases premises as described in the Terms and Conditions above in or adjacent to the zone bid, and as keyed on the map attached hereto and made part hereof. Moreover, a minimum number of required tow truck and storage spaces is required for each zone and is not to be deemed collective in nature.

METHOD OF AWARD: It is the intent of the County to award to the highest bidder meeting the requirements set forth in this bid. The County reserves the right to award by zone, by combination of zones, as a whole, or not at all, whichever the Deputy Director, Office of Purchasing, deems to be in the best interests of the County.

CHANGES IN ANNUAL PAYMENT: Should the County approve an increase or decrease in the maximum allowable charges as set forth in Paragraph 0 above (Specifications/Scope of Services) , the annual fee will be increased by the average percentage increase in the passenger towing and first seven days storage (using a 50/50 weighting). The percentage increase will be applied to the current monthly billing amount on the first day of the month following County approval of the increase on the maximum.

METHOD OF PAYMENT: Payment shall be made to the County of Nassau monthly in advance at the rate of 1/12 of the annual price as determined by the award of this bid.

CONTRACT ADMINISTRATION: The Fiscal Administration of any contracts resulting from this bid will be performed by the Personnel and Accounting Bureau of the Police Department; i.e., collection of monies, notices of amounts due, etc.

The Operational Administration will be performed by the Nassau County Police Department.

SPECIAL NOTICE TO BIDDERS:

Nothing in this bid, nor in any documents issued as a result of this bid, shall supersede or abridge the authority of the Police Departments of the several local governments, except by their own request.

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TITLE

A criminal background investigation check will be conducted of all bidders and their employees. This investigation will be used to evaluate the bidders' qualifications to perform the services required.

This bid and any Contract awarded hereunder is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-42 of the Administrative Code of the County of Nassau and provisions of the Anti-Discrimination Order of the County of Nassau.

SECURITY: The Vendor shall obtain and file with the County of Nassau within seven (7) days, security in the minimum amount of ten thousand ($10,000) dollars, or in the event the annual contractual amount due exceeds ten thousand ($10,000) dollars, an amount equal to that annual sum, and shall be entrusted to the County of Nassau as reflected in the award. The security will guarantee the faithful performance of the contract, with the understanding that the whole, or any part hereof, may be used by the County of Nassau to supply any deficiency that may arise from the default of the vendor.

NOTICE TO BIDDERS:

Any contract awarded hereunder shall be subject to the Bid Terms and Conditions, Form No. PUR-4926D. 5/67. Rev. 2/83, to the extent not in conflict with the terms thereof.

ACCESS CLAUSE: If any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health & Human Services, or by the Controller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto, documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of four (4) years after the furnishing of any of the services described in this contract

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Kerry Thornton President.
TITLE

SPECIAL NOTICE TO BIDDERS

The bidders must submit copies of the following documents with their bid:

1. DMV Registration of tow vehicle(s).
2. Required Towing License(s).
3. Driver's License(s) of Operator(s).
4. Copy of Deed, or a Lease that covers the period of any contract that may be issued as a result of any award for this service.

Bidders must also be prepared to provide additional documents upon request, including but not limited to authorizations to conduct background investigations and site inspections.

FAILURE TO SUBMIT THESE DOCUMENTS MAY RESULT IN THE REJECTION OF THIS BID.

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TITLE

In addition to the above prerequisites, bidders must cooperate with the Inspection Team, at the time specified by the Nassau County Police Department, as provided in the Terms and Conditions and Specifications/Scope of Services above, and be prepared to show the Inspection Team the following:

1. The required Towing Vehicles.
2. The required fenced, secured and lighted premises.

FAILURE TO COOPERATE WITH THE INSPECTION TEAM MAY RESULT IN DISQUALIFICATION.

BIDDERS SHALL ENTER THEIR BID OFFER IN THE SPACE PROVIDED AFTER EACH ZONE DESCRIPTION. PLEASE READ THE ZONE DESCRIPTION CAREFULLY AND REFER TO THE MAP FOR GENERAL LOCATION. IF BIDDING ON MORE THAN ONE ZONE, PLEASE BEAR IN MIND THAT YOU MUST DEMONSTRATE YOUR ABILITY TO MEET STORAGE AND TOWING REQUIREMENTS FOR THE TOTAL AREA BID. A CONTRACT WILL BE AWARDED TO ONLY ONE (1) CONTRACTOR PER ZONE.

REQUESTS FOR INFORMATION CONCERNING THIS BID MUST BE MADE TO THE DEPARTMENT

ATTN: Kara Guy
EMAIL: Kguy@pdcn.org

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COUNTY TOW ZONES

For the purpose of towing and/or storage of vehicles, the territory within the County of Nassau has been divided into twenty-three (23) zones. For each zone a competent and responsible garage owner will be selected and designated the County Franchise Tow and Impound Garage Contractor for that zone whereby such Contractor will be the exclusive franchisee and have the exclusive right to tow and store vehicles on behalf of the Department within the specified geographic zone. Each Contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage as specified in "Minimum Equipment Requirements Section" above, page 29 and be able to provide such services on a twenty-four (24) hour-a-day, seven (7) day a week basis. Each Contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as listed above in "Paragraph O"

NOTE: PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED THAT BID OFFERS WILL ONLY BE CONSIDERED IF YOUR MAIN PLACE OF BUSINESS IS LOCATED IN THE ZONE BEING BID OR THAT OF AN ADJOINING ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/DESCRIPTION.

NOTE: ZONES 1 & 4 MUST BE BID AS A UNIT.

ZONE 1

All the territory within the following boundaries: Beginning at a point where the northern boundary line of the Incorporated Village of Plandome Manor meets Manhasset Bay, then northerly along the eastern coast of Manhasset Bay to Barker's Point, then northeasterly along the Long Island Sound Coast to the western coast of Hempstead Bay to the northern boundary line of the Incorporated Village of Flower Hill, then westerly along the northern boundary line of the Incorporated Village of Flower Hill, and following said boundary to the northeast boundary line of the Incorporated Village of Plandome Manor, and westerly along said boundary to the point of beginning.

ZONE 4

All the territory within the following boundaries: Beginning at a point where Valley Road (New Hyde Park Road) meets the northern extremity of the westbound Long Island Expressway service road, then northerly along the eastern extremity of Valley Road to a point where the northern boundary line of the Incorporated Village of Plandome Manor meets the east coast line of Manhasset Bay, then easterly along the northern boundary line of the Incorporated Village of Plandome Manor, to the northern boundary line of the Incorporated Village of Flower Hill, and following the boundary line of the Incorporated Village of Flower Hill to Hempstead Harbor, then northerly along the east coast of Hempstead Bay to the town line of the Townships of North Hempstead and Oyster Bay, then southeasterly along said lines to the southeastern boundary of the Incorporated Village of East Hills, then westerly along the southern boundary of the Incorporated Village of East Hills to the northern extremity of the westbound Long Island Expressway service road, then westerly along the northern extremity of the westbound Long Island Expressway service road to the point of beginning.

ZONES 1 and 4 BID OFFER $ 500.00 ANNUALLY

NOTE: ZONES 2 & 5 MUST BE BID AS A UNIT.

ZONE 2

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the eastern shore line of Hempstead Harbor and Hempstead Bay following the shore line of the Long Island Sound easterly and southerly to a point where the Nassau-Suffolk County lines meet in Cold Spring Harbor then southerly along said county lines to North Hempstead Turnpike (Northern Boulevard) then westerly along the northern extremity of North Hempstead Turnpike (Northern Boulevard) to the town line of the Townships of North Hempstead and Oyster Bay, then north westerly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

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TITLE

ZONE 5

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the northern extremity of Northern Boulevard (North Hempstead Turnpike), then easterly along the northern extremity of Northern Boulevard (North Hempstead Turnpike) to the Nassau-Suffolk County Line, then southerly along the Nassau County Line to Jericho Turnpike, then westerly along the southern extremity of Jericho Turnpike to the town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONES 2 and 5 BID OFFER $ 100.00 ANNUALLY

ZONE 3

All the territory within the following boundaries: Beginning at a point where the New York City Line meets the eastern shore line of Little Neck Bay, then northerly along the eastern shore of Little Neck Bay to Kings Point, then southerly along the western shore line of Manhasset Bay to Valley Road (New Hyde Park Road), then southerly along the eastern extremity of Valley Road (New Hyde Park Road) to the northern extremity of the westbound Long Island Expressway service road, then westerly along the northern extremity of the westbound Long Island Expressway service road to the New York City Line, then northwesterly along the New York City Line to the point of beginning.

ZONE 3 BID OFFER $ 100.00 ANNUALLY

ZONE 6

All the territory within the following boundaries: Beginning at a point where the southern extremity of the eastbound Long Island Expressway service road meets the New York City Line, then easterly along the southern extremity of the eastbound Long Island Expressway service road to Willis Avenue, then southerly along the eastern extremity of Willis Avenue to Old Country Road, then westerly along the southern extremity of Old Country Road to Herricks Road, then westerly along the boundary lines of the Townships of Hempstead and North Hempstead to the New York City Line, then northerly along the New York City Line to the point of beginning.

ZONE 6 BID OFFER $ 24,400.00 ANNUALLY

ZONE 7

All the territory within the following boundaries: Beginning at a point where Willis Avenue meets the eastbound Long Island Expressway service road, then easterly along the southern extremity of the eastbound Long Island Expressway service road to the southeast boundary line of the Incorporated Village of East Hills, then following the eastern boundary line of the Incorporated Village of East Hills to the boundary lines of the Townships of North Hempstead and Oyster Bay. Then southeasterly and southerly along said town lines to Old Country Road, then westerly along the southern extremity of Old Country Road to Willis Avenue, then northerly along the eastern extremity of Willis Avenue to the point of beginning.

ZONE 7 BID OFFER $ 28,998.00 ANNUALLY

ZONE 8

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the town line of the Townships of North Hempstead and Oyster Bay; then easterly along the southern extremity of Jericho Turnpike to the Nassau-Suffolk County line; then southerly along the Nassau-Suffolk County line to Old Country Road; then westerly along the southern extremity of Old Country Road to South Oyster Bay Road; then northerly along the eastern extremity of South Oyster Bay Road to the Northern State Parkway; then westerly along the southern extremity of the Northern State Parkway to the town line of the Townships of North Hempstead and Oyster Bay; then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONE 8 BID OFFER $ 100.00 ANNUALLY

ZONE 9

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Kerry Thornton President.
TITLE

All the territory within the following boundaries: Beginning at a point where the Townships of North Hempstead and Oyster Bay meet the Northern State Parkway then easterly along the southern extremity of the Northern State Parkway to South Oyster Bay Road then southerly along the eastern extremity of South Oyster Bay Road to the boundary line of the Townships of Hempstead and Oyster Bay then southerly along the boundary line of the Townships of Hempstead and Oyster Bay to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the Wantagh State Parkway then northwesterly along the eastern extremity of the Wantagh State Parkway to the point of beginning.

ZONE 9 BID OFFER $ 100.00 ANNUALLY

ZONE 10

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the New York City Line, then easterly along the southern extremity of Jericho Turnpike to the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along the boundary lines of the Townships of Hempstead and North Hempstead to Nassau Boulevard, then southerly along the eastern extremity of Nassau Boulevard to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the New York City Line, then northerly along the New York City Line to the point of beginning.

ZONE 10 BID OFFER $ 35,300.00 ANNUALLY

ZONE 11

All the territory within the following boundaries: Beginning at a point where Nassau Boulevard meets the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along said boundaries to Old Country Road and easterly along the southern extremity of Old Country Road to Merrick Avenue, then southerly along the eastern extremity of Merrick Avenue to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to Nassau Boulevard, then northerly along the eastern extremity of Nassau Boulevard to the point of beginning.

ZONE 11 BID OFFER $ 38,400.00 ANNUALLY

ZONE 12

All the territory within the following boundaries: Beginning at a point where Merrick Avenue meets Old Country Road, then easterly along the southern extremity of Old Country Road to Wantagh State Parkway, then southerly along the western extremity of Wantagh State Parkway to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to Merrick Avenue then northwesterly along the eastern extremity of Merrick Avenue to the point of beginning.

ZONE 12 BID OFFER $ 100.00 ANNUALLY

ZONE 13

All the territory within the following boundaries: Beginning at a point where Old Country Road meets South Oyster Bay Road, then easterly along the southern extremity of Old Country Road to the Nassau-Suffolk County Line, then southerly along the Nassau-Suffolk County Line to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the boundary lines of the Townships of Hempstead and Oyster Bay, then northerly along the boundary lines of the Townships of Hempstead and Oyster Bay, and northerly along the eastern extremity of South Oyster Bay Road to the point of beginning.

ZONE 13 BID OFFER $ 100.00 ANNUALLY

ZONE 14

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Kerry Thornton
BIDDER

Kerry Thornton President.
TITLE

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets the New York City Line, easterly along the southern extremity of the Southern State Parkway to the western boundary line of the Incorporated Village of Rockville Centre, south along the western boundary line of the Incorporated Village of Rockville Center to the southern boundary line of the Incorporated Village of Lynbrook and westerly along the southern boundary line of the Incorporated Village of Lynbrook and the southern boundary line of the Incorporated Village of Valley Stream to the New York City Line then northerly along the New York City Line to the point of beginning.

ZONE 14 BID OFFER $ 100.00 ANNUALLY

ZONE 15

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway and the northwest boundary of the Incorporated Village of Rockville Centre meet, then easterly along the southern extremity of the Southern State Parkway to the eastern extremity of Brookside Avenue, then southerly along the eastern extremity of Brookside Avenue to Freeport Bay, then following an imaginary line south which intersects Freeport Bay, Baldwin Bay, Middle Bay and Lido Beach to the Atlantic Coast Line, then westerly along the Atlantic Coast Line to the western boundary line of the City of Long Beach, then northerly to the center point of Reynolds Channel, easterly along Reynolds Channel to Broad Channel, then northerly through Broad Channel, East Rockaway Channel, the eastern boundary line of the Incorporated Village of East Rockaway to the western boundary line of the Incorporated Village of Rockville Centre, then northerly to the point of beginning.

ZONE 15 BID OFFER $ 100.00 ANNUALLY

ZONE 16

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets Brookside Avenue, then easterly along the southern extremity of the Southern State Parkway to Newbridge Road, then southerly along the eastern extremity of Newbridge Road to Baldwin Creek and southerly through East Bay, Broad Creek Channel, towards the Meadowbrook Parkway and Jones Inlet (at Point Lookout), then westerly along the Atlantic Coast Line to Lido Beach, then northerly following an imaginary line intersecting Middle Bay and Baldwin Bay, to the northern extremity of Freeport Bay, then northerly along the eastern extremity of Brookside Avenue, to the point of beginning.

ZONE 16 BID OFFER $ 100.00 ANNUALLY

ZONE 17

All the territory within the following boundaries: Beginning at a point where Newbridge Road meets the Southern State Parkway, then easterly along the southern extremity of the Southern State Parkway to the boundary lines of the Townships of Hempstead and Oyster Bay, then southerly along the boundary lines of the Townships of Hempstead and Oyster Bay to the Atlantic Coast (East Jones Beach), then westerly along then Atlantic Coast to Jones Inlet (Short Beach), then northeasterly through Jones Bay, then northerly through Broad Creek Channel and Baldwin Creek to Newbridge Road, then northerly along the eastern extremity of Newbridge Road to the point of beginning.

ZONE 17 BID OFFER $ 100.00 ANNUALLY

ZONE 18

All the territory within the following boundaries: Beginning at a point where the boundary lines of the Townships of Hempstead and Oyster Bay meet the Southern State Parkway, then easterly along the southern extremity of the Southern State Parkway to the Nassau-Suffolk County line, then southerly along the Nassau- Suffolk County Line to the Atlantic Coast, then westerly along the Atlantic Coast to the boundary lines of the Townships of Hempstead and Oyster Bay, then northerly along said boundaries to the point of beginning.

ZONE 18 BID OFFER $ 100.00 ANNUALLY

ZONE 19

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Kerry Thornton
BIDDER

Kerry Thornton President.
TITLE

All the territory within the following boundaries: Beginning at a point where Ocean Boulevard and the New York City Line meet and easterly following the southerly boundary line of the Incorporated Village of Valley Stream and the southern boundary line of the Incorporated Village of Lynbrook to the boundary line of the Incorporated Village of Rockville Centre then southerly following the eastern boundary line of the Incorporated Village of East Rockaway (Mill River) through East Rockaway Channel to Broad Channel to a point where an imaginary line drawn from Woodmere Boulevard meets Broad Channel then northwesterly through the imaginary line drawn from Woodmere Boulevard to the New York City Line, then northeasterly and north along the New York City Line to the point of beginning.

ZONE 19 BID OFFER $ 100.00 ANNUALLY

ZONE 20

All the territory within the following boundaries: Beginning at a point where an imaginary line drawn from the northwest end of Woodmere Boulevard intersects the New York City Line and the Nassau County line, then southeast along this imaginary line through and including all of Woodmere Boulevard and along an imaginary line drawn from the southeast end of Woodmere Boulevard to the center line of Broad Channel, south along the center line of Broad Channel to Reynolds Channel; west along Reynolds Channel to the western boundary line of the City of Long Beach ; south on this boundary line to the Atlantic Coast, then west along the Atlantic Coast to point in Reynolds Channel to the New York City Line then following the northerly to the point of beginning.

ZONE 20 BID OFFER $ 100.00 ANNUALLY

ZONE 21

Notwithstanding the description of any other zone to the contrary, **the entirety of the Long Island Expressway, from the New York City Line to the Nassau-Suffolk County line**, including the east and westbound service roads and all underpasses and overpasses connecting to one or both of the service roads and all exits and entrances.

ZONE 21 BID OFFER $ 500.00 ANNUALLY

ZONE 22

Notwithstanding the description of any other zone to the contrary, **the entirety of the Seaford-Oyster Bay Expressway**, from its beginning to its end, including all entrances and exits.

ZONE 22 BID OFFER $ 500.00 ANNUALLY

ZONE 23

Notwithstanding the description of any other zone to the contrary, **the entirety of Nassau County for the purpose of heavy-duty towing.**

ZONE 23 BID OFFER $ 500.00 ANNUALLY

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BIDDER SIGN HERE Kerry Thornton
BIDDER

Kerry Thornton President.
TITLE

2022	
ZONE	TOTAL IMPOUNDS
1	1
2	18
3	25
4	53
5	64
6	97
7	126
8	19
9	174
10	276
11	392
12	110
13	106
14	159
15	147
16	124
17	175
18	145
19	129
20	140
21	36
22	6
23	11

2023	
ZONE	TOTAL IMPOUNDS
1	1
2	21
3	37
4	64
5	62
6	155
7	162
8	20
9	184
10	383
11	434
12	88
13	99
14	176
15	112
16	88
17	30
18	170
19	254
20	123
21	52
22	2
23	18

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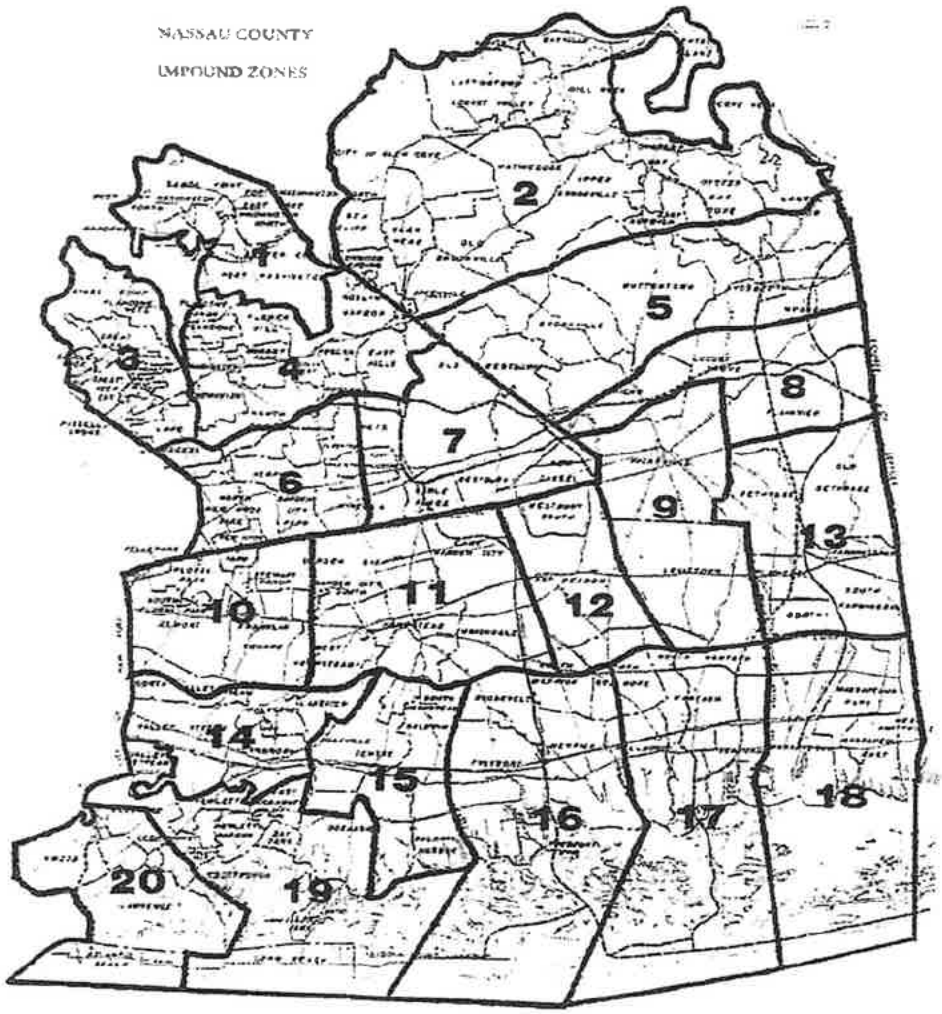
BIDDER SIGN HERE Kerry Thornton
BIDDER

Kerry Thornton President.
TITLE



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BIDDER SIGN HERE Kerry Thornton
BIDDER

Kerry Thornton President.
TITLE

Non-Disclosure Agreement (NDA)
(If Applicable)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made effective as of this 9 day of 6, 2025 by and between the County of Nassau acting by and through its Department of _____ ("Disclosing Party" or "County") and _____ ("Recipient" or "Contractor"), including each of their subsidiaries, successors and assigns.

WHEREAS, County and Contractor have entered into Nassau County contract number _____, for _____("Agreement"); and

WHEREAS, County require that the Contractor assigned to work on County projects acknowledges the obligations of confidentiality and non-disclosure applicable to the Contractor pursuant to the Agreement.

NOW, THEREFORE, the Contractor acknowledges the following:

Term.
The confidentiality obligations set forth herein shall survive (i) termination of the Agreement.

Confidential Information.
(a) The Contractor acknowledges and understand that all records, reports, information, and data as further identified below ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Contract or as required by Law.
(b) The Contractor acknowledges and understand that in connection with performance under Agreement Contractor may have access to and/or be in possession of confidential information of County ("Confidential Information"). Confidential Information shall mean all information both tangible and intangible information and materials belonging to the County or in the County's possession that are of a confidential or proprietary nature, whether or not marked or identified as such, and are disclosed or made accessible to the Contractor, including, but not limited to:
(i) trade secrets, processes, business, financial information and technical information and data, disclosed orally, visually, in writing, electronic media or by any other means;
(ii) all non-public information concerning the programs, processes, statistics, research, development, strategic plans, or the like with respect to the operations and activities of the County;
(ii) all information concerning the County's computer systems and technology, including, but not limited to, information concerning current and future hardware, software, configurations, operations, networks, computing facilities and locations, processes, research, projects, designs, and specifications;

(iv) all non-public information concerning current and/or former County employees, contractors and/or vendors, and members of the public;
(v) all information that the County receives from third parties if the County is subject to a duty to keep such information confidential;
(vi) all original and copied notes, memoranda, or other records and documentation of the Contractor to the extent relating to, derived from, and/or incorporating any County Confidential Information;
(viii) all information marked or identified as "confidential" or "proprietary" in written or electronic form when disclosed and/or made accessible to the Contractor or its designee.

Non-Disclosure

(a) The Contractor shall maintain all County Confidential Information in strict confidence and cause Contractor employees, agents, and subcontractors to maintain County Confidential Information in strict confidence. The Contractor acknowledges and understand that Contractor is obligated to hold in confidence, in the same manner as Contractor holds Contractor's own confidential information of like kind, all Confidential Information to which Contractor may have access under the Agreement; provided that in no event shall the Contractor exercise less than reasonable care to protect the Confidential Information. If necessary to provide services under the Agreement, Contractor may disclose Confidential Information received under this Agreement to employees, subcontractors or agents with a need to know, provided that any Contractor employee, subcontractor or agent is bound to protect such Confidential Information from unauthorized use and disclosure under the terms of a written agreement that is at least as stringent as those of the Contractor's obligations under the Agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the County.

(b) The Contractor acknowledges and understand that Contractor shall not use the Confidential Information for Contractor's own benefit or for the benefit of any third party, except as expressly permitted or directed by authorized County management.

(c) Except as specifically agreed in writing by the County or agency head, the Contractor shall not disclose any County Confidential Information to any entity outside the United States, or store or transmit any County Confidential Information outside the United States, other than County Confidential Information that is in electronic form and is transmitted or stored on a momentary basis as may be inherent in electronic transmission between locations within the United States.

Compliance with Laws

The Contractor shall comply with all applicable Federal, State and local Laws governing the confidentiality and privacy of Information. As used in this Non-Disclosure Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. In the event of any inconsistency or conflict between the provisions of this NDA and the provisions of applicable Laws governing the confidentiality and privacy of Information (e.g. personal information of County employees), the provisions of applicable Laws shall take precedence.

Exclusions

Excluding that information required by law to be protected, the foregoing shall not prohibit or limit Contractor's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a

third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of the Agreement.

Reporting
Contractor shall notify the County of any request for Information or access to Information that is unrelated to the performance or administration of the Agreement.

Ownership
All Information, except the Contractor's proprietary information, to which the Contractor has access is at all times the sole property of the County. The Contractor shall not have any right, title or interest to such material and shall not sell, transfer or otherwise make available to third parties except as provided in this NDA or the Agreement. All reports, notes, memoranda, notebooks, drawings and any other Information developed, received, compiled or delivered to the Contractor, regardless of the source of Information, shall be maintained only for the time necessary to provide services under the Agreement and shall be returned to the County at the termination of the Agreement or destroyed at the direction of the County. Destruction shall be deemed to include the purging of all Information from all equipment and media storage created or used in performance of the Agreement.

Performance
(a) Except to the extent necessary to provide services under the Agreement and with the consent of the County, the Contractor shall attach or load any additional hardware or software to County equipment. The Contractor shall use only those access rights and shall access only Information authorized by the County.

(b) The Contractor acknowledges and understand that Contractor shall comply with County's published computer and information security policies and practices which are made available to Contractor.

Assignment.
The Contractor shall not assign or subcontract its obligations under this NDA.

Breach.

The Contractor acknowledges that breach of this NDA shall give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. Additionally, the Contractor shall indemnify and hold harmless the County and its officers, agents and employees from all suits, actions, damages and costs of every name and description arising out of the acts or omissions of the Contractor and/or Contractor's employees, agents or subcontractors in violation of the terms and conditions of this NDA.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date set forth below.

CONTRACTOR: Pitty Pitty Bang Bang Inc DBA Grand Auto Body

By: Kerry Thornton President.
Name: Kerry Thornton President.
Title: Kerry Thornton President.
Date: 6-9-25

COUNTY OF NASSAU

By: _____
Name: _____
Title: _____
Date: _____

Confidentiality Agreement
(If applicable)

I Kerry Thornton President. (insert name), am a (please circle one) subcontractor / agent / employee / director / (officer) / other Kerry Thornton President of the Contractor _____ (the "Contractor"). I understand that I will be performing services in furtherance of an agreement between the Contractor and Nassau County (the "County") related to cybersecurity consulting services (the "Agreement"). I understand, acknowledge, and agree that all records, information, and data ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. I agree to reasonably safeguard any Information as to prevent disclosure to any unauthorized person. I understand and agree that the terms of this Confidentiality Agreement shall continue after I am no longer performing services related to the Agreement, and I shall continue to abide by such terms of this Confidentiality Agreement in perpetuity. I understand that failure to comply with these requirements may result in disciplinary action, termination, civil liability, and/or criminal prosecution, as well as any other penalties provided by law. This Confidentiality Agreement shall be governed and construed in accordance with the Laws of New York State.

Kerry Thornton
(Individual's Signature)

Kerry Thornton President.
(Individual's Printed Name)

Pitty Pitty Bang Bang Inc (DBA Grand Auto Body)
(Entity for which Individual is an employee or agent)

6-9-2005
(Date)

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Kerry Thornton **BIDDER**

Kerry Thornton President. **TITLE**

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 834515034
PITTY PITTY BANG BANG INC D/B/A
GRAND AUTO BODY
PO BOX 430
PLAINVIEW NY 11803

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
PITTY PITTY BANG BANG INC D/B/A GRAND AUTO BODY PO BOX 430 PLAINVIEW NY 11803	COUNTY OF NASSAU 1490 FRANKLYN GARDEN CITY NY 11530

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
[redacted]	[redacted]	05/20/2025 TO 05/20/2026	6/9/2025

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2474 097-9, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
KERRY THORNTON
OF PITTY PITTY BANG BANG INC
(A ONE-PERSON CORP)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 30 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 602840100

U-26.3

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
PITTY PITTY BANG BANG INC
PO BOX 430
PLAINVIEW, NY 11803

1b. Business Telephone Number of Insured
(516) 938-1828

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*

1c. Federal Employer Identification Number of Insured or Social Security Number
[redacted]

2. Name and Address of Entity Requesting Proof of Coverage
(Entity Being Listed as the Certificate Holder)
COUNTY OF NASSAU
1490 FRANKLYN AVE
GARDEN CITY, NY 11530

3a. Name of Insurance Carrier
New York State Insurance Fund (NYSIF)

3b. Policy Number of Entity Listed in Box "1a"
[redacted]

3c. Policy effective period
05/15/2025 to 05/15/2026

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits
- [ ] B. Disability benefits only
- [ ] C. Paid family leave benefits only

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 6/9/2025 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

Certificate Number 842270

License
22

Expires
June 30, 2025

Town of Hempstead

2024/2025 TOW CAR OWNERS LICENSE

ISSUED UNDER PROVISIONS OF CHAPTER 183, CODE OF THE TOWN OF HEMPSTEAD
REGULATING THE OPERATION OF TOW CARS

This is to certify that GRAND AUTO BODY

of GARDEN CITY PARK, N.Y. having filed an application pursuant to, and compiled with, the provisions of the above Chapter 183 of the Town of Hempstead Code, is hereby licensed to own and operate within the unincorporated areas of the Town of Hempstead the tow cars bearing the license numbers listed below.

Dated 8/6/2024 Number of Vehicles licensed 2 Fee Paid $250.00

The following Town of Hempstead license numbers have been issued to the above named owner:

127, 128

By: Kate Murray
Kate Murray
Town Clerk

Town of North Hempstead

Jennifer S. DeSena
Supervisor

Town of North Hempstead

County of Nassau - State of New York

Ragini Srivastava
Town Clerk

LICENSED TOW TRUCK OWNER

This is to certify that having fulfilled qualifications pursuant to the provisions of Chapter 55, of the Code of the Town of North Hempstead, entitled "Tow Trucks" and compliance with all related laws and statutes of the State of New York; the County of Nassau, is hereby granted a license to perform Tow Truck operations within the Town of North Hempstead; for the term herein described.

Company Name : Grand Auto Body

Office/Terminal Located : 98 Denton Ave, Garden City Park, NY 11040

Storage Facility Located: 98 Denton Ave, Garden City Park, NY11040

License No: 68

Expires: June 30, 2025

Issued By: IA

06/30/2024
Date

THE TOWN OF NORTH HEMPSTEAD · NASSAU COUNTY, NEW YORK · 1 2 8 9

By Direction of:

Ragini Srivastava

Ragini Srivastava, Town Clerk

New York State Department of Taxation and Finance

Certificate of Authority

Identification number

[redacted]

(Use this number on all returns and correspondence)

VALIDATED

1/23/2020

Dept of Tax and Finance

PITTY PITTY BANG BANG INC
96 DENTON AVE
NEW HYDE PARK NY 11040-4035

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

Nontransferable

This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.
The certificate may not be photocopied or reproduced.

4020109100098 1DB8 - 0240635 P0000215- 01 **DTF-17-A** (11/14)

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

SCAN TO VALIDATE
AND SUBSCRIBE

^^^^^^ 834515034
PITTY PITTY BANG BANG INC D/B/A
GRAND AUTO BODY
PO BOX 430
PLAINVIEW NY 11803

POLICYHOLDER	CERTIFICATE HOLDER
PITTY PITTY BANG BANG INC D/B/A GRAND AUTO BODY PO BOX 430 PLAINVIEW NY 11803	COUNTY OF NASSAU 1490 FRANKLYN GARDEN CITY NY 11530

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
[redacted]	[redacted]	05/20/2025 TO 05/20/2026	6/9/2025

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PRESIDENT
KERRY THORNTON
OF PITTY PITTY BANG BANG INC
(A ONE-PERSON CORP)

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NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 602840100

U-26.3

NEOLA
AR VEHICLE
SE NO. 031
1/31/2026 12265TV

Description of Vehicle

Make FORD
Year 2016
Model TOW
Motor Vehicle
License Plate # 12265TV
Issued to: Pitty Pitty Bang Bang
Street 94 Denton Ave
P.O. Address NHP NY
License No. 31
Fee Paid $185
Date Issued 1/31/25

Village of Mineola
Licensed Tow Car

LICENSED PURSUANT TO ARTICLE III OF ORDINANCE OF VILLAGE OF MINEOLA REGULATING OPERATION OF TOW CARS.

By Direction of the Village Clerk

By

NOT TRANSFERABLE

NEOLA
AR VEHICLE
SE NO. 032
1/31/2026 12266TV

Description of Vehicle

Make FORD
Year 2016
Model TOW
Motor Vehicle
License Plate # 12266TV
Issued to Pitty Pitty Bang Bang
Street 94 Denton Ave
P.O. Address NHP NY
License No. 32
Fee Paid $185
Date Issued 1/31/25

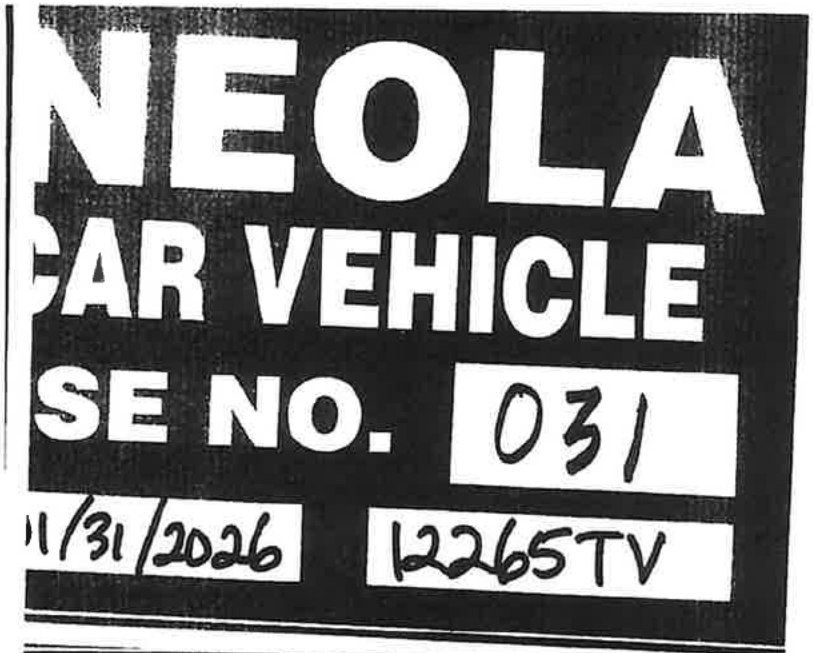
Village of Mineola
Licensed Tow Car

LICENSED PURSUANT TO ARTICLE III OF ORDINANCE OF VILLAGE OF MINEOLA REGULATING OPERATION OF TOW CARS.

By Direction of the Village Clerk

By

NOT TRANSFERABLE



Description of Vehicle

Make FORD
Year 2016
Model TOW

Motor Vehicle

License Plate # 1226STV
Issued to: PittyPittyBangBang
Street 94 Denton Ave
P.O. Address NHP NY
License No. 31
Fee Paid $185
Date Issued 1/31/25

Village of Mineola

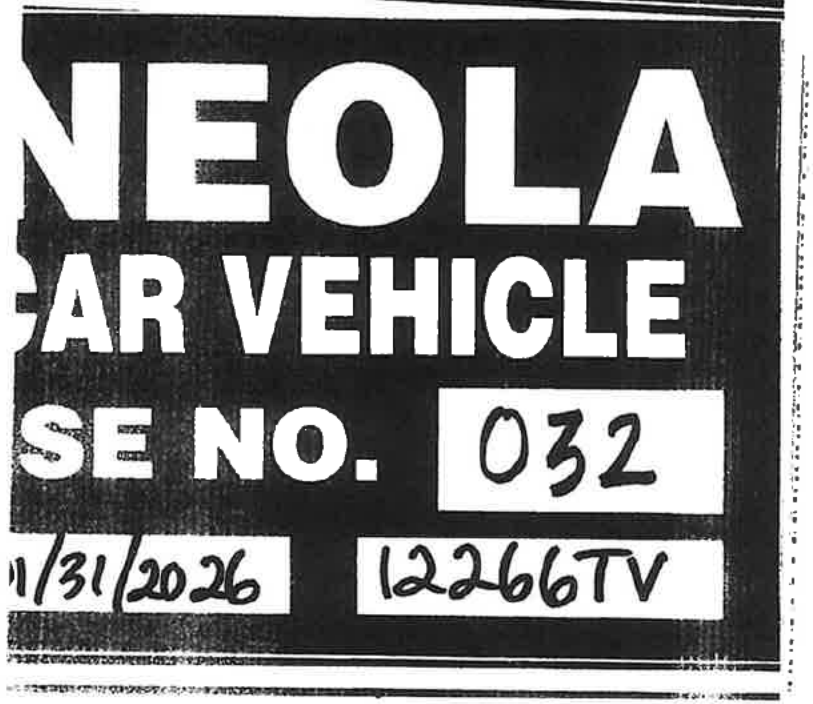
Licensed Tow Car

LICENSED PURSUANT TO ARTICLE III OF ORDINANCE OF VILLAGE OF MINEOLA REGULATING OPERATION OF TOW CARS.

By Direction of the Village Clerk

By _____

NOT TRANSFERABLE



Description of Vehicle

Make FORD
Year 2016
Model TOW

Motor Vehicle

License Plate # 1226GTV
Issued to PittyPittyBangBang
Street 94 Denton Ave
P.O. Address NHP NY
License No. 32
Fee Paid $185
Date Issued 1/31/25

Village of Mineola

Licensed Tow Car

LICENSED PURSUANT TO ARTICLE III OF ORDINANCE OF VILLAGE OF MINEOLA REGULATING OPERATION OF TOW CARS.

By Direction of the Village Clerk

By _____

NOT TRANSFERABLE

NEOLA
GAR VEHICLE
SE NO. 031
1/31/2026 12265TV

Description of Vehicle

Make FORD
Year 2016
Model TOW
Motor Vehicle
License Plate # 12265TV
Issued to: PITTY PITTY BANG BANG
Street 94 Denton Ave
P.O. Address NHP NY
License No. 31
Fee Paid $185
Date Issued 1/31/25

Village of Mineola
Licensed Tow Car

LICENSED PURSUANT TO ARTICLE III OF ORDINANCE OF VILLAGE OF MINEOLA REGULATING OPERATION OF TOW CARS.

By Direction of the Village Clerk

By

NOT TRANSFERABLE

NEOLA
GAR VEHICLE
SE NO. 032
1/31/2026 12266TV

Description of Vehicle

Make FORD
Year 2016
Model TOW
Motor Vehicle
License Plate # 12266TV
Issued to PITTY PITTY BANG BANG
Street 94 Denton Ave
P.O. Address NHP NY
License No. 32
Fee Paid $185
Date Issued 1/31/25

Village of Mineola
Licensed Tow Car

LICENSED PURSUANT TO ARTICLE III OF ORDINANCE OF VILLAGE OF MINEOLA REGULATING OPERATION OF TOW CARS.

By Direction of the Village Clerk

By

NOT TRANSFERABLE

Permit No. 2025-10

Village Permit

This Is Evidence That:

PITTY PITTY BANG BANG INC.
94 DENTON AVENUE
GARDEN CITY PARK, NY 11040

Has Applied for and Has Been Granted a Permit by the

Village of New Hyde Park

Pursuant To: Village Code Chapter 181 Article II Section 181-19 the Holder Is Authorized to Operate a Tow Car Company. This Permit Is Non-Transferable. All Required Fees Have Been Paid.

This Permit Expires on JANUARY 31, 2026.

Issue Date: January 29, 2025

Issuing Officer: Cheryl Nowak

INCORPORATED VILLAGE OF FLORAL PARK

2016 FORD OFFICE OF THE VILLAGE CLERK

#1FDOX5HY3GEBO6843

THIS TOW TRUCK IS OWNED BY

Plate #12265TV

PITTY PITTY BANG BANG INC.

.....

FOR YOUR PROTECTION KEEP A RECORD OF THE NAME AND NUMBER OF TOW TRUCK. REFER ANY COMPLAINTS TO THE POLICE DEPARTMENT.

This Tow Truck is operated by: DBA: Grand Auto Body

Name: Pitty Pitty Bang Bang Inc.

Tow Truck License #: 0321

Expires: 12/31/2025

INCORPORATED VILLAGE OF FLORAL PARK

2016 FORD OFFICE OF THE VILLAGE CLERK

#FDUF4HY8GEA33337

THIS TOW TRUCK IS OWNED BY

Plate #12266TV

PITTY PITTY BANG BANG INC.

.....

FOR YOUR PROTECTION KEEP A RECORD OF THE NAME AND NUMBER OF TOW TRUCK. REFER ANY COMPLAINTS TO THE POLICE DEPARTMENT.

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2016 FORD OFFICE OF THE VILLAGE CLERK

#1FDOX5HY3GEBO6843

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2016 FORD OFFICE OF THE VILLAGE CLERK

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PITTY PITTY BANG BANG INC.

.....

FOR YOUR PROTECTION KEEP A RECORD OF THE NAME AND NUMBER OF TOW TRUCK. REFER ANY COMPLAINTS TO THE POLICE DEPARTMENT.

This Tow Truck is operated by: DBA: Grand Auto Body

Name: Pitty Pitty Bang Bang Inc.

Tow Truck License #: 0321

TOWN OF OYSTER BAY
OFFICE OF THE TOWN CLERK
AUDREY AVE. OYSTER BAY, NY 11771
Telephone (516) 624-6922

RECIPROCAL
LICENSED TOW CAR OWNER
UNRESTRICTED

6

NAME OF LICENSE OWNER			
Chester's Towing & Recovery			
STREET ADDRESS			
8 Beechwood Avenue			
POST OFFICE		STATE	ZIP CODE
Port Washington		NY	11050
NUMBER OF VEHICLES	NUMBERS ISSUED		THIS LICENSE EXPIRES
4	20-23		6/30/2015

TOWN CLERK

PITTY PITTY BANG BANG

DBA Grand Auto Body
94 Denton Ave
New Hyde Park, NY 11040

To whom it may concern,

I, Chester's Towing & Recovery located at 4 Beechwood Ave, Port Washington, NY 11050 am in agreement with A1 Grand Auto Body Inc. that in the event of an accident requiring the removal of a large or heavy vehicle within their zones we will respond and tow the vehicle to A1 Grand Auto Body's location.

Chester's Towing & Recovery

CHESTER'S HEAVY DUTY TOWING & RECOVERY

US DOT # 1545519
MC – 574755
Road Service
Air Cushion Recovery
Crane Service

4 Beechwood Avenue
PORT WASHINGTON, NEW YORK 11050
(516) 883-0547
Fax: (516) 883-0863

Est. 1926
Trucks
Auto
Buses
Trailer Service

DON'T PEEL STICKER FROM FRONT - SEE BACK!

Keep this document to show to the police and courts.

961357EN

NYMA HD 12/31/25
3FRNX6HP8FV624542
2015 FORD TOW
12267TV TOW 1 X

12 25

MV-856CR (9/21) NEW YORK STATE REGISTRATION DOCUMENT

X TOW
12267TV
2015 FORD NONTRANSFERABLE
TOW RD 3FRNX6HP8FV624542
26000 Wt-Seats G10 Fuel Cyl I0568568 NOV 19 2024
WEB WEBCDA
PITTY PITTY BANG Expires 12/31/25
BANG INC *NYMA*
98 DENTON AVE 149.75
NEW HYDE PARK NY 11040 ANNUAL CHG
961357EN VOID IF ALTERED EXCEPT FOR ADDRESS AMT PAID (INCL ADD CHG) 189.75

NEW YORK STATE INSURANCE IDENTIFICATION CARD

204 Merchants Mutual Insurance Co.

Name & Address of Issuer: Merchants Insurance Group
250 Main Street
Buffalo, New York 14202

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

PITTY;PITTY;BANG
BANG;INC;DBA;GRAND;A
94 DENTON AVE
NEW HYDE PARK NY 11040

Policy Number [redacted]

Effective Date	Expiration Date
10/24/2024	10/24/2025
12:01 a.m.	12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.)

Applicable with respect to the following Motor Vehicle:

2015	FORD
Year	Make

3FRNX6HP8FV624542
Vehicle Identification Number

THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND

WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.

The name of the registrant and the name of the insured must coincide.

REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE-REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.

FS-20

FAX: Scanable Bar Code

FAX INSTRUCTIONS:

1. The entire page must be faxed.
2. If submitted to DMV, either the entire page or the second ID card and large scanable bar code will be retained
3. A faxed ID card must be replaced with a scanable ID card within 14 days of the effective date.
4. DMV will not accept a faxed ID card without a scanable barcode

NEW YORK STATE INSURANCE IDENTIFICATION CARD

204 Merchants Mutual Insurance Co.

Name & Address of Issuer: Merchants Insurance Group
250 Main Street
Buffalo, New York 14202

Policy Number: [redacted]

Effective Date	Expiration Date
10/24/2024	10/24/2025
12:01 a.m.	12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.)

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

PITTY;PITTY;BANG
BANG;INC;DBA;GRAND;A
94 DENTON AVE
NEW HYDE PARK NY 11040

Applicable with respect to the following Motor Vehicle:

2016 (Year) FORD (Make)

1FDUF4HY8GEA33337 (Vehicle Identification Number)

THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND

WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.

The name of the registrant and the name of the insured must coincide.

REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE-REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.

FS-20

DON'T PEEL STICKER FROM FRONT - SEE BACK!

Keep this document to show to the police and courts.

022509EK

NYMA M2 12/31/25
1FDUF4HY8GEA33337
2016 FORD TOW
12266TV TOW 8 X

12 25

NEW YORK STATE REGISTRATION DOCUMENT

X TOW
12266TV
2016 FORD NONTRANSFERABLE
TOW RD 1FDUF4HY8GEA33337
13030 G10 I0860155 DEC 02 2023
WEB WEBCDA
PITTY PITTY BANG 12/31/25
BANG INC *NYMA*
94 DENTON AVE 77.75
NEW HYDE PARK NY 11040 ANNUAL CHG
022509EK VOID IF ALTERED EXCEPT FOR ADDRESS AMT PAID/DISCL ADD CHG
235.50

X0000029

NEW YORK STATE INSURANCE IDENTIFICATION CARD

204 Merchants Mutual Insurance Co.

Name & Address of Issuer: Merchants Insurance Group
250 Main Street
Buffalo, New York 14202

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

PITTY;PITTY;BANG
BANG;INC;DBA;GRAND;A
94 DENTON AVE
NEW HYDE PARK NY 11040

Policy Number [redacted]

Effective Date	Expiration Date
10/24/2024	10/24/2025
12:01 a.m.	12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.)

Applicable with respect to the following Motor Vehicle:

2016	FORD
Year	Make

1FD0X5HY3GEB06843
Vehicle Identification Number

THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND

WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.

The name of the registrant and the name of the insured must coincide.

REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE-REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.

FS-20

STOP **DON'T PEEL STICKER FROM FRONT - SEE BACK!**

Keep this document to show to the police and courts.

022508EK

NYMA M2
1FD0X5HY3GEB06843
2016.FORD TOW
12265TV TOW 4 X

12 12/31/25 25

NEW YORK STATE REGISTRATION DOCUMENT

X TOW
12265TV
2016 FORD NONTRANSFERABLE
TOW WH 1FD0X5HY3GEB06843
18000 G10 I0860086 DEC 02 2023
WtSeats Trac Cyl
WEB WEBCDA
PITTY PITTY BANG Expires 12/31/25
BANG INC *NYMA*
94 DENTON AVE 103.75
NEW HYDE PARK NY 11040 ANNUAL CHG
022508EK VOID IF ALTERED EXCEPT FOR ADDRESS VAT PAID (INCL ADD'L CHG)
287.50

X0000028

scanable barcode

FIRST AMENDMENT TO LEASE AND EXTENSION AGREEMENT

This First Amendment to Lease and Extension Agreement dated this ___ day of _____, 2025, (herein the "Agreement" or "Amendment"), is entered into by and between FORM SOLUTIONS REALTY LLC, having an address a 73 Woodedge Road, Manhasset, New York 11030, (hereinafter the "Landlord" or "Owner"), and PITTY PITTY BANG BANG INC. d/b/a GRAND AUTO BODY, having an address of 40-16 31st Avenue, Astoria, New York 11103, (hereinafter the "Tenant").

WHEREAS, Landlord and Tenant entered into a lease, dated May 6th, 2019, (the "Lease"), for the leasing of the premises known as 94 Denton Avenue, New Hyde Park, New York, as more particularly described ins aid Lease, (the "Demised Premises').

WHEREAS, the Lease will expire on April 30, 2029, but the parties wish to extend and modify the Lease as expressly provided for herein with all other terms remaining in full force and effect.

NOW, THEREFORE, for and in consideration of the agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, hereby agreed to amend, modify and supplement the Lease as follows:

1. If there are any conflicts between the terms of the Lease and this Amendment, the terms of this Amendment shall control.

2. It is hereby agreed that the Lease is hereby modificd and extended from May 1, 2029 to June 30, 2037 only, under the same terms and conditions of the Lease, except the base rent for the extension term shall be:

Dates	**Monthly Rent**	**Annual Rent**
05/01/2029 to 07/31/2030	$17,907.00	$214,884.00
05/01/2030 to 10/31/2031	$18,623.00	$223,476.00
05/01/2031 to 04/30/2032	$19,368.00	$232,416.00
05/01/2032 to 04/30/2033	$20,143.00	$241,716.00
05/01/2033 to 04/30/2034	$20,949.00	$251,388.00
05/01/2034 to 04/30/2035	$21,787.00	$261,444.00
05/01/2035 to 04/30/2036	$22,658.00	$271,896.00
05/01/2036 to 04/30/2037	$23,565.00	$282,780.00
05/01/2037 to 06/30/2037	$24,507.00	(pro-rated for 2 months only) $49,014.00

Tenant will continue to pay all other rent and additional rent, including, without limitation, real estate taxes, set forth in the Lease. References to the Lease Expiration Date will hereinafter be to June 30, 2037.

4. Tenant acknowledges that Tenant is in possession of the Premises, therefore is continuing its possession in "as Is" condition, and Landlord has no obligation to perform any work to the Premises in any manner for Tenant's continued occupation of same.

5. This Agreement is binding on all parties who lawfully succeed, in accordance with the Lease, to the rights or take the place of the Landlord or Tenant.

6. This Lease Agreement may not be orally changed nor any of its provisions waived except by an amendment, in writing, signed by the party against whom enforcement of any change or waiver is sought.

7. The Tenant hereby represents that (i) there are no actions, whether voluntary or otherwise, pending against Tenant under the bankruptcy or insolvency laws of the United States or of any state or territory of the United States; (ii) the Tenant has in no way whatsoever encumbered its leasehold estate under the Lease, (iii) that Tenant has not mortgaged, pledged or otherwise encumbered the Lease, (iv) that Tenant has not previously transferred its interest under the Lease, (v) that, to the best of Tenant's knowledge. there are no actions or proceedings pending before any Court affecting the Tenant of this Lease and its interest in the Demised Premises, and (vi) that there are no judgments against Tenant and Tenant has not received any notice of violations affecting the demised premises.

8. Landlord and Tenant hereby agree that they have dealt with no broker, finder or like agent with respect to this Amendment.

9. The Lease and this Amendment shall be deemed to be one indivisible document, and any default, with respect to any part of the documents shall entitle Landlord to proceed with any and all of its remedies against the Tenant.

10. Tenant acknowledges and agree that the Landlord has no outstanding obligations of any kind to the Tenant under the Lease and/or this Amendment. Tenant acknowledges and agrees that they have, as of the date hereof, no offsets, defenses or counterclaims against any of the rents, additional rents or other sums due or to become due and payable pursuant to the Lease and/or this Amendment or to the performance of any other obligations of the undersigned under the Lease and/or this Amendment.

11. All other terms and conditions of the Lease, and obligations of Tenant under the Lease, including, without limitation, the payment of rent and additional rent,

which are incorporated by reference herein, shall remain in full force and effect. References to the Lease will include this Amendment as the context requires.

12. This Agreement is hereby made part of the Lease above to which it is attached in each instance in which the provision, or any part thereof, of this Agreement shall contradict or be inconsistent with the provisions or any part thereof, of said Lease as constituted without this Agreement, the provisions of this Agreement shall prevail and govern and the contradicted or inconsistent provisions of said Lease shall be deemed amended accordingly.

13. This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which when taken together shall constitute one and the same instrument. A facsimile, docu-sign, electronic or pdf scanned signature by email shall have the same effect as an original signature.

14. This Agreement shall not be binding upon Landlord unless and until it is signed by Landlord, and except as modified by the terms herein, the Lease is hereby ratified and confirmed in all respects. Landlord has relied on the representations and statements of Tenant in entering into this Agreement.

15. Tenant will reimburse Landlord $1,500.00 as and for legal fees of Landlord associated with preparation of this Amendment.

Rest of this page intentionally left blank. Signature page follows.

The parties have signed this Amendment as of the date at the top of the first page.

Landlord: **FORM SOLUTIONS REALTY LLC**

By: _____
Name: Adam Piatek
Title: Member

Tenant: **PITTY PITTY BANG BANG INC. d/b/a Grand Auto Body**

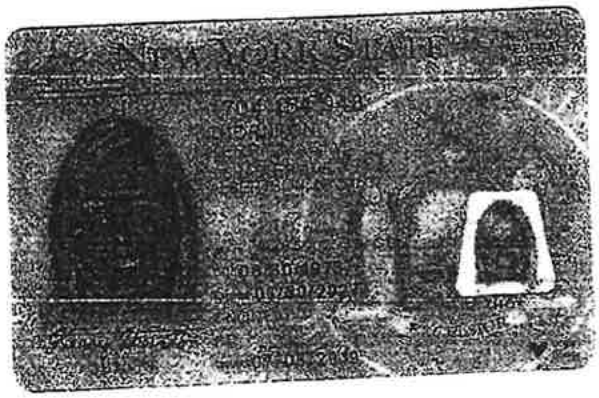
By: _____
Name: Kerry Thornton
Title: President

The undersigned expressly acknowledge that the Guaranty dated 05-03-2019, (the "**Guaranty**"), remains in full force and effect pursuant to its terms and Guarantor shall continue as Guarantor in accordance with the express terms of the Guaranty with respect to the Lease and this Amendment.

Guarantor:

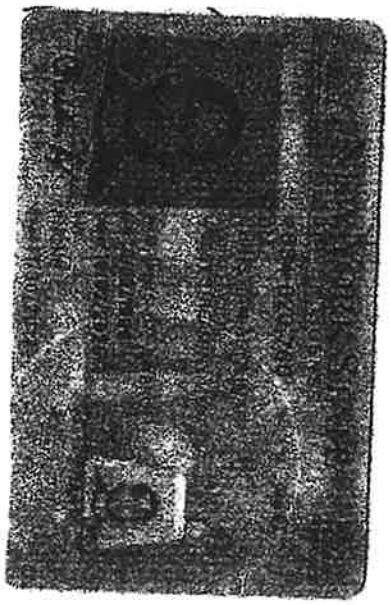
_____
BRIAN HOGAN

_____
KERRY THORTON


NEW YORK STATE








NEW YORK STATE
DRIVER LICENSE
NOT FOR FEDERAL PURPOSES
[redacted]
GOLDBERG
[redacted]
[redacted]
01/31/2025
NONE
02/13/2018





CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY): 06/01/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Stacia Lorenzo, AAI	
E A Funk & Associates, Inc. 1919 Middle Country Road Suite 300A Centereach NY 11720	PHONE (A/C, No, Ext): (631)467-4747	FAX (A/C, No): (631)467-5160
	E-MAIL ADDRESS: slorenzo@eafunkinsurance.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Merchants Mutual Insurance Company	23329
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Pitty Pitty Bang Bang Inc.
DBA: Grand Auto Body
94 Denton Ave
New Hyde Park NY 110404036

COVERAGES PROD / CUSTOMER ID: 00004914 CERTIFICATE #: CL2611607143 REVISION #:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GARAGE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS USED IN GARAGE BUSINESS						AUTO ONLY (Ea accident) $ OTHER THAN AUTO ONLY: EA ACCIDENT $ AGGREGATE $
A	GARAGE KEEPERS LIABILITY ☐ LEGAL LIABILITY ☒ DIRECT BASIS ☒ PRIMARY ☐ EXCESS			[redacted]	10/24/2025	10/24/2026	☒ COMP / OTC LOC 01 $ 300,000 ☐ SPECIFIED PERILS LOC 02 $ 300,000 ☒ COLLISION LOC 01 $ 300,000 LOC 02 $ 300,000
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		[redacted]	10/24/2025	10/24/2026	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 300,000 MED EXP (Any one person) $ 15,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 2,000,000 $
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			CUPI005330	10/24/2025	10/24/2026	EACH OCCURRENCE $ 2,000,000 AGGREGATE $ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under REMARKS below	N/A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
A	Business Auto - Scheduled, Hired, & Non-Owned Autos			CAPI085375	10/24/2025	10/24/2026	Liability Limit 1,000,000

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured as their interests may appear under general liability as required by written contract or agreement. 30-day notice of cancellation applies.

See attached for covered vehicles.

CERTIFICATE HOLDER

Nassau County Police Department
1490 Franklin Avenue
Mineola NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 2010-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/23/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER InFocus Insurance Agency 8035 Oswego Road Liverpool NY 13090	**CONTACT NAME:** Erin Chapa **PHONE (A/C, No, Ext):** (315) 622-3333 **FAX (A/C, No):** (315) 652-4595 **E-MAIL ADDRESS:** Certs@infocusinsurance.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** ERI0 - ERIE INSURANCE CO / 26263
INSURED C & R AUTOMOTIVE INC DBA AAAA 1 AUTO BODY TOWING 112 DUFFY AVE HICKSVILLE NY 11801-3640	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR [X] Garage Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			[redacted]	02/14/2026	02/14/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Garage Liability	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ Actual Loss Sust.
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			[redacted]	02/14/2026	02/14/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $			[redacted]	02/14/2026	02/14/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A				[redacted]	02/14/2026	02/14/2027	Limit Deductible	Actual Loss Sustained $500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insureds: C&R Automotive Inc DBA AAAA 1 Auto Body & Towing; C&R Automotive Inc DBA AAAA 1 of Farmingdale; C&R Automotive Inc DBA AAAA 1 Auto & Towing; C&R Automotive Inc DBA Hicksville Collision & Towing; AA-1 Recovery Inc DBA A-112 Auto & Towing

Nassau County, it's officials, employees, volunteers, agents, volunteers and representatives are listed as additional insured where required by written contract. Policies are primary and non-contributory. Waiver of subrogation applies.

CERTIFICATE HOLDER	**CANCELLATION**
Nassau County 240 Old Country Rd Mineola NY 11501	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE**

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AGENCY CUSTOMER ID: 00004914

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
E A Funk & Associates, Inc.	Pitty Pitty Bang Bang Inc
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 30 FORM TITLE: Certificate of Garage Insurance: Remarks

Insured's vehicles:
2015 Ford Tow VIN 3FRNX6HP8FV624542
2016 Ford Tow VIN 1FDUF4HY8GEA33337
2016 Ford Tow VIN 1FD0X5HY3GEB06843

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Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

Definitions:

As used in this Appendix EE the term **"Executive Director"** shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term **"Subcontract"** shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term **"Subcontractor"** shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

As used in this Appendix EE the term **"Best Efforts Checklist"** shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term **"County Contract"** shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term **"County Contractor"** means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE **"Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises"** shall include, but

is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid

documents.

Rule:

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(b) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(c) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(d) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(e) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(f) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(g) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

(h) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed

Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(i) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(j) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(k) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(l) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(m) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days

(30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:
   Kerry Thornton (President) (Name)
   [redacted] (Address)
   516-294-3333 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor ____ (HAS) X (HAS NOT) not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:
   _____
   _____
   _____
   _____
   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action ____ (HAS) X (HAS NOT) been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:
   _____
   _____
   _____
   _____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

6-5-26

Dated

Signature of Chief Executive Officer

Kerry Thornton (President)

Name of Chief Executive Officer

Sworn to before me this

5th day of June, 2026.

Notary Public

Evan Paget
NOTARY PUBLIC
STATE OF NEW YORK
Registration No. 01PA0017817
Qualified in Nassau County
My Commission Expires
December 05, 2027

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Pitty Pitty Bang Bang Inc

2. Amount requiring NIFA approval: $45,000.00

Amount to be encumbered: $45,000.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to Date of Execution -five years
Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is a new contract to provide vehicle impound and towing services for the Nassau County Police Department. The Department requires these services to be available at the direction of the Department seven days a week/ 24 hours a day, to tow, store and release vehicles as needed by the Department. This contract has been awarded pursuant to Bid Number 96890-06115-120.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 07/27/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Kerry Thornton [PITTYPITTYBANGBANG@GMAIL.COM]

Dated: 04/20/2026 11:12:49 am

Vendor: Pitty Pitty Bang Bang Inc

Title: President.

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 05/21/2025

1) Proposer's Legal Name: Pitty Pitty Bang Bang Inc DBA Grand Auto Body

2) Address of Place of Business: [redacted]

City: [redacted] State/Province/ Territory: NY Zip/Postal Code: [redacted]

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: NY Zip/Postal Code:

Country: US

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts Exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts Exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts Exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

No conflicts Exists

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

04/22/2026

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Kerry Thornton
[redacted]

iii) Name, address and position of all officers and directors of the company. If none, explain.

Kerry Thornton
[redacted]

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

12

vi) Annual [redacted]

vii) Summary of relevant accomplishments

Successful contracts with multiple. Vendors. Including. City State Village. Insurance companies. And dealerships.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

7

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

No conflicts Exists

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Albert Kemperley		
Contact Person	Steve		
Address	[redacted]		
City	Bayshore	State/Province/Territory	NY
Country	US		
Telephone	[redacted]		
Fax #			
E-Mail Address	[redacted]		

Company	goodyear

Contact Person	TJ		
Address	[redacted]		
City	Mineola	State/Province/Territory	NY
Country	US		
Telephone	[redacted]		
Fax #			
E-Mail Address	[redacted]		

Company	Dons Auto Repair Inc		
Contact Person	Dom		
Address	[redacted]		
City	westbury	State/Province/Territory	NY
Country	US		
Telephone	[redacted]		
Fax #			
E-Mail Address	[redacted]		

I, Kerry Thornton , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Kerry Thornton , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Pitty Pitty Bang Bang Inc / DBA / Grand Auto Body

Electronically signed and certified at the date and time indicated by:
Kerry Thornton PITTYPITTYBANGBANG@GMAIL.COM

President
Title

07/28/2026 10:19:41 am
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Kerry Thornton
Date of birth: [redacted]
Home address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 94 Denton Ave

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country US
Telephone: 516-294-3333

Other present address(es):

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US
Telephone: [redacted]

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	05/06/2019	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
Equipment

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Kerry Thornton , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Kerry Thornton , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Pitty Pitty Bang Bang Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Kerry Thornton PITTYPITTYBANGBANG@GMAIL.COM

President.

Title

04/20/2026 11:14:44 am

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Pitty Pitty Bang Bang Inc

Address: 94 Denton Ave

City: New Hyde Park State/Province/Territory: NY Zip/Postal Code: 11040

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Public Corp (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Kerry Thornton
[redacted]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Kerry Thornton [PITTYPITTYBANGBANG@GMAIL.COM]

Dated: 04/20/2026 11:00:50 am

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
PITTY PITTY BANG BANG INC
PO BOX 430
PLAINVIEW, NY 11803

1b. Business Telephone Number of Insured
(516) 938-1828

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*

1c. Federal Employer Identification Number of Insured or Social Security Number
[redacted]

2. Name and Address of Entity Requesting Proof of Coverage
(Entity Being Listed as the Certificate Holder)
COUNTY OF NASSAU
1490 FRANKLYN AVE
GARDEN CITY , NY 11530

3a. Name of Insurance Carrier
New York State Insurance Fund (NYSIF)

3b. Policy Number of Entity Listed in Box "1a"
[redacted]

3c. Policy effective period
05/15/2025 to 05/15/2027

4. Policy provides the following benefits:
- ☒ A. Both disability and paid family leave benefits
- ☐ B. Disability benefits only
- ☐ C. Paid family leave benefits only

5. Policy covers:
- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
- ☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 4/22/2026 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier,this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Worker's Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits, and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

ACORD®

CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY): 12/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Stacia Lorenzo
E A Funk & Associates, Inc. 1919 Middle Country Road Suite 300A Centereach NY 11720	PHONE (A/C, No, Ext): (631)467-4747 FAX (A/C, No): (631)467-5160 E-MAIL ADDRESS: slorenzo@eafunkinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Merchants Mutual Insurance Company — 23329
INSURED Pitty Pitty Bang Bang Inc 94 Denton Ave New Hyde Park NY 110404036	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES PROD / CUSTOMER ID: 00004914 CERTIFICATE #: CL25122207101 REVISION #:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GARAGE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS USED IN GARAGE BUSINESS				10/24/2025	10/24/2026	AUTO ONLY (Ea accident)	$
							OTHER THAN AUTO ONLY: EA ACCIDENT	$
							OTHER THAN AUTO ONLY: AGGREGATE	$
A	GARAGE KEEPERS LIABILITY ☐ LEGAL LIABILITY ☐ DIRECT BASIS ☐ PRIMARY ☐ EXCESS			[redacted]	10/24/2025	10/24/2026	☐ COMP / OTC LOC	$
							☐ SPECIFIED PERILS LOC	$
							☐ COLLISION LOC	$
							LOC	$
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		[redacted]	10/24/2025	10/24/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Dishonesty	$ 25,000
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			[redacted]	10/24/2025	10/24/2026	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under REMARKS below	N/A					☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured as their interests may appear under general liability as required by written contract or agreement. 30-day notice of cancellation applies.

See attached for covered vehicles.

CERTIFICATE HOLDER

Nassau County Police Department
1490 Franklin Avenue
Mineola NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

SCAN TO VALIDATE
AND SUBSCRIBE

^^^^^^ 834515034
PITTY PITTY BANG BANG INC D/B/A
GRAND AUTO BODY
PO BOX 430
PLAINVIEW NY 11803

POLICYHOLDER	CERTIFICATE HOLDER
PITTY PITTY BANG BANG INC D/B/A GRAND AUTO BODY PO BOX 430 PLAINVIEW NY 11803	COUNTY OF NASSAU 1490 FRANKLYN GARDEN CITY NY 11530

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
[redacted]	[redacted]	05/20/2026 TO 05/20/2027	4/22/2026

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2474 097-9, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
KERRY THORNTON
OF PITTY PITTY BANG BANG INC
(A ONE-PERSON CORP)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 30 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 421813642

U-26.3

Certified: --

E-113-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE SEPTEMBER 8, 2026
9:38 AM

NIFS ID: CQPD26000009

Capital:

Contract ID #: **CQPD26000009**

NIFS Entry Date: **07/14/2026**

Department: Police Dept.

Service: **Impound and Towing Services**

Term: **Date of execution-five years**

Contract Delayed:

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue: **X**	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Macarthur Auto Body & Towing**	ID#:**473944108**
Main Address: **170 East Lincoln Ave Valley Stream, NY 11580**	
Main Contact: **Stephen westfall**	
Main Phone: **(347) 723-2517**	

Department:
Contact Name: **karen taggart**
Address: **1490 Franklin Avenue Mineola, New York 11501**
Phone: **(516) 573-7210**
Email: **ktaggart@pdcn.org**

Contract Summary

Purpose: This is a new contract to provide vehicle impound and towing services for the Police Department. The Department requires these services to be available at the direction of the Department seven days a week/24 hours a day, to tow, store and release vehicles as needed by the Department. This contract has been awarded pursuant to Bid Number 96890-06115-120.

Procurement History: Bid Number 96890-06115-120. Contractor was selected as the highest responsible bidder for Zones 10, 11, 14, 15 and 19 (Nassau County Ordinance 175-14) meeting the specifications and qualifications contained in the bid.

Description of General Provisions: Contractor will provide towing and storage services for the Police Department. Vendor will charge the owners of the vehicles towing and storage fees which are set pursuant to County Ordinance.

Impact on Funding / Price Analysis: Contractor agrees to pay for the franchises granted herein as outlined below:

Zone 10	Bid $70,371.68 per annum
Zone 11	Bid $78,952.09 per annum
Zone 14	Bid $33,836.16 per annum

Zone 15 Bid $21,311.99 per annum

Zone 19 Bid $42,971.21 per annum

TOTAL: $247,443.13 per annum

To be paid in monthly installments to the County.

Although the contracts awarded by way of this bid are revenue contracts, the County is required to pay towing and storage when a vehicle is placed on a Departmental hold.

Change in Contract from Prior Procurement: N/A

Method of Source Selection:

☑ Formal Sealed Bid awarded to lowest, responsible bidder

Contract #: 96890-06115-120

Advertised On: 05/08/2025

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Publicly Opened On: 06/11/2025

Number of bids received: 12

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
PDH	10	1143	DE	PDPDH1143	DE500	PDPDH1143 DE500	01	$77,000.00
						TOTAL		**$77,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$77,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$77,000.00**

Routing Slip

Department			
NIFS Entry	Daniel Bonanno	07/16/2026 09:27AM	Approved
NIFS Final Approval	Karen Taggart	07/22/2026 09:17AM	Approved
Final Approval	Karen Taggart	07/22/2026 09:17AM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	07/22/2026 04:34PM	Approved
RE & Insurance Verification	Shannon Molloy	07/23/2026 01:47PM	Approved
NIFS Approval	Mary Nori	07/29/2026 02:31PM	Approved
Final Approval	Mary Nori	07/29/2026 02:31PM	Approved
OMB			
NIFS Approval	Jeffrey Nogid	07/22/2026 03:09PM	Approved
NIFA Approval	Irfan Qureshi	07/24/2026 09:31AM	Approved
Final Approval	Irfan Qureshi	07/24/2026 09:31AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	07/29/2026 03:50PM	Approved
DCE Compliance Approval	Andrew Levey	07/30/2026 09:56AM	Approved
Vertical DCE Approval	Arthur Walsh	09/03/2026 02:13PM	Approved
Final Approval	Arthur Walsh	09/03/2026 02:13PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	09/04/2026 03:39PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND MACARTHUR AUTO BODY & TOWING

WHEREAS, the County has negotiated a personal services agreement with Macarthur Auto Body & Towing, to provide professional towing services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an agreement with Macarthur Auto Body & Towing.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, NY 11501 (the "Department"), and **MacArthur Auto Body & Towing Inc.** (the "Contractor"), a New York State corporation having its principal place of business at 170 E. Lincoln Avenue, Valley Stream, New York 11580 (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement;

WHEREAS, the Contractor desires to perform the services described in this Agreement;

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1) Terms and Conditions.
   All terms, conditions, and the parties' obligations under this Agreement are identified within **EXHIBIT A** ("MacArthur Auto Body & Towing Inc. Formal Sealed Bid Proposal"), which is hereby incorporated by reference.
2) Services.
   The Services to be provided by the Contractor under this Agreement shall consist of the items listed within **EXHIBIT A**. Contractor shall provide these services within Zone Ten (10), Zone Eleven (11), Zone Fourteen (14), Zone Fifteen (15) and Zone Nineteen (19) as delineated on page 40 of **EXHIBIT A**.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

MacArthur Auto Body & Towing Inc.

By: MACArthur Auto Body & Towing Inc

Name: STEPHEN WESTFALL

Title: President

Date: 4/30/2026

NASSAU COUNTY

By: _____

Name: _____

Title:
Chief Deputy County Executive

Date: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 30 day of April in the year 2024 before me personally came Stephen Westfall to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Macarthur Advisory and Group, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

ARMAAN S BHASIN
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in SUFFOLK County
01BH6424210
MY COMMISSION EXPIRES 10/25/2029

NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____day of _____ in the year _____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

EXHIBIT A

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK **COUNTY OF NASSAU** **BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM**	**BID NUMBER** **96890-06115-120** **Dated: Ad. 05/08/2025** **BID OPENING DATE** **June 11,2025** **11:00 A.M. E.D.S.T.**
	BUYER Timothy Funaro **TELEPHONE** 516-571-7720	**REQUISITION NUMBER**

OFFICE OF PURCHASING
JUN 11 2025
OPENED 11AM

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: County Tow and Impound Garage Contracts

- **ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED**

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF _____ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO: Nassau County Police Department Chief of Support 1490 Franklin Avenue Mineola, N.Y. 11501	**GUARANTEED DELIVERY DATE** 1 **DAYS AFTER RECEIPT OF ORDER** **EMPLOYERS FEDERAL TAX ID NUMBER** [redacted]

TOLL FREE TELEPHONE NUMBER:
BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER	MacArthur Auto Body & Towing Inc		
ADDRESS	170 E. Lincoln Ave Valley Stream NY 11580		
CITY	**STATE**	**ZIP CODE**	**TELEPHONE** 516-362-5350
SIGNATURE OF AUTHORIZED INDIVIDUAL		Stephen Westfall **PRINT OR TYPE NAME OF SIGNER AND TITLE**	

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any

3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.

deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.

7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances. laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

2. PRICES: The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson- Patman Act) do not apply to purchases made by the County.

3. SURETY: In the event that an award is made hereunder, The Department reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

4. AWARD: The Department reserves the right before making award to make investigations as to whether or not the items, qualifications facilities, services offered by the Bidder meet the requirements set forth herein and are sample and sufficient to ensure the proper performance in the event of awarded. The Bidder must be prepared, if requested by the Department, to present evidence of experience, ability and financial standing. If it is found that the conditions of the bids are not complied with or that articles, equipment or services proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Department may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Department to make any examinations before award: and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all the requirements and conditions of the bid.

5. The Department reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Department determines the best interests of the County of Nassau will be served. The Department, in its sole discretion, may accept or reject illegible, incomplete or vague bids and that decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Department reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

6. Awards will be made to the highest responsible Bidder. Consideration will be given to the reliability of the Bidder and ability to meet the specifications of this bid.

7. The Department reserves the right to reject all bids in whole or in part and to waive technical defects, irregularities and omissions if in its judgment the best interest of the County will be served.

8. All work/services performed by the Contractor pursuant to this contract are subject to inspection and approval by an authorized and designated member of the Department. The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the County of Nassau shall so notify the Contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, and the Contractor continues to omit or unsatisfactorily perform the required services, the County of Nassau will terminate this contract for cause as set forth in paragraph 18 below.

9. The bidder warrants that he is not in arrears to the county of Nassau upon dept or contract, and that he is not in default as surety, contractor, or otherwise, upon any obligation to the county.

10. Billing for any fees owed by the County to the Contractor pursuant to Paragraph O (Scope of Services) below must be submitted by the Contractor to the County using County voucher forms.

a. Vouchers; Voucher Review, Approval and Audit. All payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

b. Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

c. No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the county.

d. Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

11. GUARANTEES BY BIDDER: Bidder hereby guarantees:
    a. To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County.
    b. His services against defective material or workmanship and to repair any damages or marring occasioned in transit.
    c. To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
    d. To pay for all permits, licenses and fees and give all notices and comply with all law ordinances, rules and regulations of the city, village or town, and of the County of Nassau and the State of New York relating to the performance of the specifications set forth in this bid.
    e. <u>To carry Insurance as described below:</u>
        i. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense:
            1. One or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not

less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage.

2. If contracting in whole or part to provide personal services related to towing of automobiles, one or more policies for Automobile Liability insurance for Any Auto, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage.
3. Workers compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law,
4. Such additional insurance as the County may from time to time specify a waiver of subrogation is granted in favor of the County of Nassau.

ii. Acceptability; Deductibles; Sub-Contractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be:

1. Written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County and which is (2) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any sub-contractor hired in connection with the Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

iii. Delivery; Coverage Change: No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material reach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

f. That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all

Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

g. That the services furnished shall conform to all provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished or services provided.

12. LABOR LAWS and ANTIDISCRIMINATION: Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220, 220a, 220b, 220d, 220e, and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered thereunder, and shall at all times observed and comply with said ordinances, laws and regulations at his sole cost and expense.

13. ASSIGNMENT: The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement and the rights and obligations hereunder without the prior written consent of the County.

14. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/designated representative.

15. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

16. GOVERNING LAW: Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under,

and shall be governed and construed in accordance with, the Laws of New York State, without regard to conflict of laws provisions thereof.

17. All Contractor personnel assigned to any requirement of a contract established must be fully qualified to perform the services required as set forth herein and abide by all applicable laws.

18. TERMINATION: This Agreement may be terminated:
    a. i. For any reason by the County upon thirty (30) days' written notice to the Contractor ii. For "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination
        iii. Upon mutual written agreement of the County and the Contractor, and/or
        iv. In accordance with any other provisions of this Agreement expressly addressing termination,
    b. As used in this Agreement the word "Cause" includes:
        i. A breach of this Agreement,
        ii. The failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and
        iii. The termination or impending termination of federal or state funding for the services to be provided under this Agreement.
    c. By the Contractor: This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor' ability to perform its obligations and not to a judgement as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period of sixty days' notice is impossible), a notice stating:
        i. That the Contractor is terminating this Agreement in accordance with this subsection,
        ii. The date as of which this Agreement will terminate, and
        iii. The facts giving rise to the Contractor's right to terminate under the subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.
    d. Contractor Assistance Upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

19. CONFIDENTIALITY:
    a. The Contractor agrees to hold confidential, both during and after the completion or

termination of this Agreement, all of the reports, evidence, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.

b. Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;

c. If applicable, Vendor and/or vendors employees/agents, subcontractors, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

20. LIMITATIONS ON ACTIONS AND SPECIAL PROCEEDINGS AGAINST THE COUNTY: No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

    a. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary 6 moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

    b. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: MacArthur Autobody & Towing Inc

Address: 170 E Lincoln Ave, Valley Stream NY 11580

Telephone No: 516-362-5350 Email: macarthurcollision136@gmail.com

1. State Whether: A Corporation ✓

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ PRESIDENT

BIDDER **TITLE**

Disclosure Statement

2) Closely Held Corporation

Name: Stephen A Westfall

Home Address: [redacted]

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

QUALIFICATION STATEMENT

BIDDER'S NAME: MAC ARTHUR AUTO BODY & TOWING INC

ADDRESS: 170 E LINCOLN AVE, VALLEY STREAM NY 11580

1. STATE WHETHER: CORPORATION ✓ INDIVIDUAL _____
PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)

PRESIDENT STEPHEN A WESTFALL, [redacted]

VICE PRESIDENT

SECRETARY

TREASURER STEPHEN A WESTFALL, [redacted]

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? ~~YES~~ SAW
IF SO, WHEN? This is our 1ST.

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 10

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO
IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? N/A

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUAL'S NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CITY
Stephen Westfall	President	20	Owner, Manager, Tow Operator	NYC/NASSAU
Michael Taliercio	Manager	25	Manager, Tow Operator	NYC/NASSAU
Stephen Olivo	Manager	20	Manager, Tow Operator	NYC/NASSAU

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
Towing is MacArthur's core competency, its what we do 365 - 24 hrs/day.

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION
Stephen W / Mike T / Stephen Olivo will all act as supervisors.

ALL BIDS MUST BE F.O.B. ~~DESTINATION~~ AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER PRESIDENT TITLE

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: New Hyde Park Fire District
ADDRESS: 1555 Jericho Turnpike
New Hyde Park NY 11040
TELEPHONE: 516-807-0054 CONTACT PERSON: Reid Sakowich
CONTRACT DATE:

2. REFERENCE'S NAME: GEICO
ADDRESS: 4295 Ocmulgee Blvd E
Macon, GA 31295
TELEPHONE: 478-538-0362 CONTACT PERSON: Aaron Griffen
CONTRACT DATE:

3. REFERENCE'S NAME: LIBLA Realty Corp.
ADDRESS: 150 E Merrick Rd
Valley Stream, NY 11580
TELEPHONE: 516-220-0245 CONTACT PERSON: Steven Liberto
CONTRACT DATE:

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President
BIDDER **TITLE**

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

Definitions:

As used in this Appendix EE the term **"Executive Director"** shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term **"Subcontract"** shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term **"Subcontractor"** shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

As used in this Appendix EE the term **"Best Efforts Checklist"** shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term **"County Contract"** shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term **"County Contractor"** means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE **"Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises"** shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is

suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

Rule:

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from

Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any

County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

Pursuant to General Municipal Law Section 103-g, which generally prohibits the County from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Bidder submits the following certification:

PLEASE CHECK ONE:

☑ By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

OR

☐ I am unable to certify that the Bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: 06/05/2025

(Signature of Bidder)

Print Name: Stephen A Westfall

Print Title: President

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ PRESIDENT

BIDDER **TITLE**

Procurement Lobbying Law

Pursuant to State Finance Law §§139-j and 139-k, this Bid includes and imposes certain restrictions on communications between a Governmental Entity and an Offeror/bidder during the procurement process. An Offeror is restricted from making contacts from the earliest posting, on a Governmental Entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with article four-C of the economic development law of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from Offerors intending to result in a Procurement Contract with a Governmental Entity through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, the Office of the State Comptroller ("Restricted Period") to other than the Designated Contacts for the Governmental Procurement unless it is a Contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The Designated Contact(s) for this Governmental Procurement, as of the date hereof, are identified on the first page of this solicitation. County employees also are required to obtain certain information when Contacted during the Restricted Period and make a determination of the responsibility of the Offeror pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offeror is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the County's website. All questions or concerns regarding this Bid must be directed to the designated contact person named on the first page of the bid.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

OFFEROR'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(3) and §139-j(6)(b)

Offeror Certification:

Offeror affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

Date: 06/05/2025

Signature: 

Name: Stephen A Westfall

Title: President

Contractor Name: MacArthur Auto Body & Towing Inc

Contractor Address: 170 E Linoln Ave

Valley Stream NY 11580

Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse,

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE  **BIDDER**

PRESIDENT **TITLE**

child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

a) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.
b) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
c) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

a) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
b) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
c) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
d) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
e) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement;
f) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any sub-contractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and
g) The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)

INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Department" as used herein, shall be deemed as a reference to the Nassau County Police Department.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment and services in its entirety, as listed in the contract documents, and is to include everything necessary and/or required to execute all the work as herein specified.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

M/WBE, SDVOB and DBE Participation: The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their bid. For more information regarding the County's DSVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website.

ALL BIDS MUST BE F.O.B. ~~DESTINATION~~ AND INCLUDE DELIVERY WITHIN DOORS UNLESS ~~OTHERWISE~~ SPECIFIED.

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IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY**. **THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M**. LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

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INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing TOW and MOTOR VEHICLE STORAGE services for the Nassau County Police Department in order that they may enjoy uninterrupted service in consideration for payment of the highest prices bid for each zone.

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under contracts.

PERIOD COVERED: Shall be for five (5) years from the effective date of the contract. The County of Nassau reserves the right to extend the contract up to an additional two (2) year(s), at up to one (1) year options. However, the termination of the contract may be further extended up to two (2) months beyond the stated termination date. The maximum period of any contract as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months. The decision to renew the contract will be at the sole discretion of the County and may be exercised by written notice thereof to the Contractor.

AWARD: If any, will be made to the highest responsible bidder for each zone who in the judgment of the Police Department, meets the specifications and qualifications stated herein. The award(s) will be granted when approved by the Nassau County Legislature and executed by the County Executive. The awarding of a bid will enable the successful bidder to perform the services under the terms specified herein for the period indicated and at the prices bid upon.

******BID SECURITY**: Each bidder shall submit with their bid offer at the date and time scheduled for the bid opening, a **CERTIFIED CHECK OR BID BOND, payable** to the County of Nassau for: **ONE THOUSAND DOLLARS ($1,000.00).** Upon the issuance and consummation of any Purchase Order by the Office of Purchase issued hereunder, the bid security will be returned. The bid security of unsuccessful bidders will be returned after an award is made.

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REQUIRED VENDOR DISCLOSURE FORMS

Prior to the bid opening, the following disclosure forms (the "Disclosure Forms") must be submitted in the Nassau County Vendor Portal at

https://apex5.nassaucountyny.gov/ords/f?p=312:L0GIN_DESKTOP:3445712403627:

a) A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.
b) All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.
c) The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form
d) Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

PLEASE NOTE:

- If a bidder has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the bidder must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the bid opening date. The bidder must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration.

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REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the Department in writing prior to the bid opening. The failure of the bidder to notify the Department, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the Department **receives** a notification from a bidder of an inconsistency, ambiguity, omission or error in the Contract documents, the Department **will**, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the Department, and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

Please note that all bidder requests for information or clarification must be received by the Department at least seven days prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.

Ordinance # 153-2018

Pursuant to Ordinance# 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

Value of Contract	Administrative Fee
$0-$10,000	$0
Over $10,000-$50,000	$160
Over $50,000-$100,000	$266
Over $100,000	$533

After an award, the successful bidder(s) will be notified by the Police Department or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to waive the fee.

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BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

1. The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

This 5th day of JUNE, 20 25 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: MacArthur Auto Body & Towing Inc

Address: 170 E Lincoln Ave

Street:

City, Town, etc: Valley Stream, NY 11580

Telephone: 516-362-5350 Title: President

Email Address: Macarthurcollision136@gmail.com

If applicable, responsible Corporate Officer:

Name Stephen A Westfall Title President

Signature:

Sign Here

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BIDDER SIGN HERE _____ (BIDDER) President (TITLE)

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE MAY RESULT IN AUTOMATIC REJECTION OF THE BID.

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT, CROSS-OUTS OR LIFT-OFF TAPE MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid price in the appropriate column on bid pages or forms attached hereto. I. Bidders shall submit one (1) original bid document and all applicable attachments.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: [redacted] **State Exemption Number:** [redacted]

Bid document must be signed by proprietor, partner or corporate officer.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Department will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 8 for further details

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

NOTICE TO ALL BIDDERS:

Bids are hereby solicited for the services specified herein which are to be performed at the locations indicated, and in strict accordance with all specifications, terms and conditions as set forth herein and made part hereof.

SPECIFICATIONS/SCOPE OF SERVICES

The purpose of this bid is to establish a yearly price to be paid by the successful bidder for the designation as a County Tow and Impound Garage; and, who shall thereafter have the exclusive right within the specific geographic zone(s) awarded to the bidder to provide towing services and storage facilities within the specific geographic zone as described below in pages 30-35 at the direction of the Nassau County Police Department on a twenty-four (24) hour, seven (7) day a week, three hundred sixty-five (365) days a year basis; store motor vehicles on the Contractor's property for an unspecified period; and perform necessary work at the scene of an automobile accident and at storage facility when directed by the Department.

In submitting his/her bid, the bidder declares and affirms that he understands and agrees to the following:

A. To make services available on a twenty-four (24) hour, seven (7) day a week, three hundred sixty-five (365) days a year basis within the geographic area of the zone(s) awarded to the bidder
B. Contractor must provide towing services and storage to the zones adjacent to the assigned zones when the vendor servicing said adjacent zone is unavailable.
C. Contractor must agree to provide towing services at mutually convenient times from his/her premises to a COUNTY owned storage facility, or from one COUNTY owned storage facility to another COUNTY owned storage facility including circumstances when the COUNTY owned storage facility is outside his assigned zone or zones.
D. Contractor will be required to own or have at his immediate disposal at the time of the bid opening and continuously throughout the term of the CONTRACT the facilities, tow trucks and other equipment sufficient to serve the zone(s) for which he/she has bid based on the average number of impounds for that zone as set forth below in "MINIMUM REQUIREMENTS" Section, page 29.
E. Contractor shall own or lease premises within the boundaries of the zone assigned or an adjacent zone in the County of Nassau. The premises shall be fenced, secured and utilize security cameras, lighted and sufficient to store the number of vehicles set forth in the minimum requirements for the zone(s) awarded as set forth below in MINIMUM REQUIREMENTS Section, page 29, .
F. Successful bidder agrees to respond to calls from the DEPARTMENT immediately and to arrive at the scene as quickly as "time of day" traffic will permit and in no event longer than one (1) hour from the time of the call.
G. Contractor agrees to be available during regular business hours Mondays through Fridays for vehicle owners to pick up their vehicles, provided, however, that if Contractor is closed on weekends and a vehicle owner attempts to pick up their vehicle CONTRACTOR may not charge for storage for those days.
H. Contractor shall, at all times during the term of this Agreement, be licensed to operate tow car services in the municipalities within the zone or zones assigned.
I. The successful bidder shall not delegate towing services to any other agency without the express approval of the Office of Purchasing and the Nassau County Police Department.
J. In the event of an accident requiring the removal of large or extremely heavy vehicles, including but not limited to trailer trucks, vans, and tank trucks, from the streets, roads, places and highways of the zone or zones assigned, and the Contractor assigned Zone 23 (which encompasses the entirety of Nassau County for the purposes of heavy duty towing) is unable to perform such services, Contractor may in such cases, and only in such cases, call upon a tow company possessing equipment capable of doing such work. Contractor shall furnish to the DEPARTMENT the name of the company to be engaged for this purpose together with proof that such company has agreed to respond as called by the DEPARTMENT seven (7) days a week, twenty-four (24) hours a day. The tow company engaged for this purpose must be licensed to operate tow car services in the municipalities within the zone or zones. CONTRACTOR shall notify the DEPARTMENT of any change in the company CONTRACTOR engages for such work. CONTRACTOR agrees that the tow company engaged for this purpose shall maintain Workers' Compensation Insurance and Liability Insurance as set forth in above in Terms and Conditions Section, page 3, paragraph 11(e) of this Agreement, or such other insurance that the COUNTY may reasonably require. CONTRACTOR further agrees that the tow company engaged for this purpose shall provide insurance certificates to COUNTY as a condition precedent to undertaking any work for or on behalf of CONTRACTOR.
K. CONTRACTOR agrees to employ at his premises at all times during the life of the Agreement and any renewals or extensions thereto, a mechanic of sufficient ability and experience to make brake examinations of impounded vehicles during business hours and to give testimony as to the condition of the brakes of the impounded vehicles so examined when requested by the DEPARTMENT.
L. CONTRACTOR agrees to submit to an initial inspection by personnel of the Nassau County Office of Purchasing and the DEPARTMENT as well as to periodic inspections by authorized members of the DEPARTMENT to assure his continued ability to perform this Agreement as specified herein. CONTRACTOR further agrees to notify the DEPARTMENT when a new employee is hired and agrees to require that the new hire submit to a background investigation by the DEPARTMENT.
M. CONTRACTOR, upon removing a wrecked or damaged vehicle from the roadway and/or highway, agrees to remove any glass or other injurious substance dropped upon the highway from such vehicle as required by section 1219 of the New York State Vehicle and Traffic Law.
N. CONTRACTOR agrees to abide by all lawful instructions, directions and requests of the member of the DEPARTMENT at the scene or incident to which he is called to perform the services specified herein.
O. CONTRACTOR must abide by the following impound rates on fixed-sum basis as follows, provide however, if these fees are amended by county ordinance the Contractor upon thirty days' notice, must abide by any relevant amended ordinance:

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IMPOUND RATES (MAXIMUM ALLOWABLE)

Tow Rates

i. Towing to a Contractor's premises

a. Passenger cars, taxis and motorcycles $125.00
b. Commercial vehicles up to 8,000 pounds unladen $200.00
c. Commercial vehicles over 8,000 (plus $15.00 per each additional 4,000 pounds or part thereof) $200.00
d. Commercial vehicles that require a tow truck with a gross vehicle weight rating of over 30,000 pounds $300.00

ii. Towing from a Contractor's premises to a County-owned storage facility

a. Passenger cars, taxis and motorcycles $125.00
b. Commercial vehicles $200.00

NO MILEAGE CHARGE IS PERMITTED

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

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Storage Rates (other than County Storage Rates)

i.Storage for each 24-hour period or part thereof for the first seven days
- a. Passenger cars, taxis and motorcycles ..... $20.00 per day
- b. Commercial vehicles up to 30 feet in length ..... $30.00 per day
- c. Commercial vehicles exceeding 30 feet in length ..... $35.00 per day

ii.Storage for each 24-hour period or part thereof for each day after the first seven days up to the 30th day
- a. Passenger cars, taxis and motorcycles ..... $25.00 per day
- b. Commercial vehicles up to 30 feet in length ..... $35.00 per day
- c. Commercial vehicles exceeding 30 feet in length ..... $40.00 per day

iii.Storage for each 24-hour period or part thereof for each day after the 30th day
- a. Passenger cars, taxis and motorcycles ..... $30.00 per day
- b. Commercial vehicles up to 30 feet in length ..... $40.00 per day
- c. Commercial vehicles exceeding 30 feet in length ..... $45.00 per day

iv.Storage in a County-owned storage facility for each 24-hour period or part thereof
- a. Passenger cars, taxis and motorcycles ..... $20.00 per day
- b. Commercial vehicles ..... $20.00 per day

County Storage Rate

i.Motor Vehicles directed by the Department to be held for evidence or other reasons shall be charged a reduced total charge of $2.50 per day ONLY ("County Storage Rate") from the date of the official notification and remain in effect until the Contractor has been notified that the vehicle is officially released.

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

Brake Test

i.Brake test
- a. Passenger cars, taxis and motorcycles $60.00
- b. Commercial vehicles $80.00

P. When a vehicle is impounded by the DEPARTMENT pursuant to its duties under the provisions of the Nassau County Administrative Code and the New York State Vehicle and Traffic Law and delivered to the custody of Contractor, Contractor will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated above in "Paragraph O". The DEPARTMENT will notify Contractor when the vehicle is released from impound. If the owner of said vehicle or other authorized person fails to claim the vehicle, the department will release the vehicle from impound to the Contractor and it shall be the responsibility of Contractor to proceed in accordance with NYS Lien Law to dispose of the vehicle and to obtain payment of its fees.

Q. Contractor shall not charge (except as otherwise indicated in this paragraph) the owner of the vehicle, or other authorized person claiming the vehicle, as provided above in "Paragraph O", when the DEPARTMENT advises Contractor that the vehicle is being held for evidence or other reasons, and the DEPARTMENT advises Contractor that the County will be responsible for the applicable charges as follows. Upon release of the hold on the vehicle, County shall pay the towing charge, the brake test charge (if requested by the DEPARTMENT) and the County Storage Rate ($2.50 per day) covering the period from the date of impound to the date of the next business day after the DEPARTMENT'S notification that the hold has been removed. In cases where the vehicle owner or other authorized person fails to claim the vehicle or fails to obtain release and the County releases the vehicle directly

to the Contractor for purpose of obtaining payment of its fees in accordance with the provisions of the Lien Law of the State of New York, the Contractor is not entitled to payment of any towing or storage fees from the County and Contractor agrees to accept such vehicle in lieu of any consideration and proceed under the Lien Law. When vehicle is held pending resolution of a criminal case which involves Section 511 of the Vehicle and Traffic Law, or, where pursuant to statute, the registered owner of the vehicle is responsible for such payment, upon resolution of said case, the vehicle owner and not the County, shall be liable for all towing and storage fees, regardless of the existence or non-existence of a hold on the vehicle. Contractor shall be entitled to charge the vehicle's owner for any storage after the next business day after the DEPARTMENT'S notification that the hold has been removed beginning with the rate for the first seven (7) days.

R. Contractor shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the DEPARTMENT without written authorization of the DEPARTMENT.

S. Contractor shall be responsible for any and all damage occurring to an impounded vehicle while the vehicle is in its possession. Contractor shall also be responsible for all equipment and miscellaneous items impounded with the vehicle as listed on the "Motor Vehicle Impound Worksheet/Invoice" which Contractor will sign to acknowledge (P.D.C.N. Form 94A). During the time Contractor is in possession of an impounded vehicle, Contractor shall report any damage to the impounded vehicle including damage to the equipment and miscellaneous items therein to the local precinct immediately. Contractor shall also report any missing items to the local precinct immediately. CONTRACTOR, in a timely fashion, will cause the damage to be fixed, the item to be replaced or reimburse the owner of the vehicle (or other authorized person claiming the possession of the vehicle) in order that the damage may be fixed or the item replaced. However, CONTRACTOR will not take any action regarding any vehicle which is being held as evidence by the DEPARTMENT without first contacting DEPARTMENT and getting approval for said action in writing from an authorized member of the DEPARTMENT. CONTRACTOR shall cause an insurance claim to be filed with their insurance company if necessary to pay a claim.

T. Contractor shall allow and permit the owner of the impounded vehicle (or other authorized person claiming the possession of the vehicle) access to the impounded vehicle for the purpose of taking possession of any personal property found within the vehicle and obtaining proof of registration, financial security, title or documentation in support thereof, as required by section 511-b (7) of the New York State Vehicle and Traffic Law. Contractor shall notify the DEPARTMENT, by contacting the Precinct Impound Clerk ("Impound Clerk"), of a request by the owner (or other authorized person claiming the possession of the vehicle) for access to the impounded vehicle. CONTRACTOR shall identify and document (i) name, address, and phone number of any person accessing vehicle, (ii) date and time of access, (iii) vehicle being accessed, (iv) brief description of property removed from vehicle, and (v) signature of person accessing vehicle acknowledging the information documented. CONTRACTOR shall keep and maintain all such records, information, and data obtained as set forth above, in a logbook and pursuant to Paragraph U below. Contractor will not permit access to any vehicle being held as evidence by the Department to any individual without written approval to do so by an authorized member of the Department.

U. Contractor shall be responsible for the accurate preparation and maintenance of records relating to this contract in a ledger or binder in a neat and legible manner, arranged by precinct and impound number clearly denoting all details pertinent to the impound including but not limited to vehicle information including year, make, model, VIN number, date, time and location of impound, date of release, all fees and charges and any relevant communications with the DEPARTMENT or the vehicle owner. Contractor shall be responsible for the accurate preparation and maintenance of records consistent with acceptable bookkeeping procedures. Contractor shall provide copies of these records to the DEPARTMENT upon the expiration or termination of this Agreement.

V. Once each month, but not later than the 10th of the month, Contractor shall provide by e-mail a list of vehicles which they have on their premises to the email address designated by the Department. The notice shall include vehicle year, make, model, VIN number, date, time and location of impound. Failure to provide such notice may, in the County's sole discretion, result in Contractor's waiving their right to any outstanding charges due for storage of said vehicles.

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MINIMUM EQUIPMENT REQUIREMENT:

If the zone bid upon has an average number of impounds per month of twenty-five (25) or LESS, bidder must possess space for the storage of a minimum of twelve (12) vehicles and have a minimum of one (1) tow truck. The storage space must meet the specifications listed in Term and Conditions above.

If the zone bid upon has an average number of impounds per month of twenty-five (25) or MORE, bidder must possess space for the storage of a minimum of thirty (30) vehicles and have a minimum of two (2) tow trucks. The storage space must meet the specifications listed in the Terms and Conditions above

The minimum requirements to bid on Zone 23 (Heavy duty towing) are as follows: the minimum number of tow trucks required shall be – TWO (2) with such trucks having a capable of towing a vehicle with the gross vehicle weight of 10,001 pounds or more. The Nassau County Police Department will call upon the successful bidder for the zone which encompasses the entirety of Nassau County for the purpose of heavy duty towing to perform ALL the necessary work irrespective of which zone this work is located. Heavy duty towing shall mean towing any vehicle with a gross vehicle weight of 10,001 pounds or more.

NOTE: The historical number of impounds per month are attached to this bid and are based upon Police Department records.

Bid document must be signed by proprietor, partner or corporate officer.

Qualification statement must be completed and submitted with bid.

METHOD OF BIDDING: Bidders may bid on one or more zones as designated herein provided that the bidder owns or leases premises as described in the Terms and Conditions above in or adjacent to the zone bid, and as keyed on the map attached hereto and made part hereof. Moreover, a minimum number of required tow truck and storage spaces is required for each zone and is not to be deemed collective in nature.

METHOD OF AWARD: It is the intent of the County to award to the highest bidder meeting the requirements set forth in this bid. The County reserves the right to award by zone, by combination of zones, as a whole, or not at all, whichever the Deputy Director, Office of Purchasing, deems to be in the best interests of the County.

CHANGES IN ANNUAL PAYMENT: Should the County approve an increase or decrease in the maximum allowable charges as set forth in Paragraph 0 above (Specifications/Scope of Services) , the annual fee will be increased by the average percentage increase in the passenger towing and first seven days storage (using a 50/50 weighting). The percentage increase will be applied to the current monthly billing amount on the first day of the month following County approval of the increase on the maximum.

METHOD OF PAYMENT: Payment shall be made to the County of Nassau monthly in advance at the rate of 1/12 of the annual price as determined by the award of this bid.

CONTRACT ADMINISTRATION: The Fiscal Administration of any contracts resulting from this bid will be performed by the Personnel and Accounting Bureau of the Police Department; i.e., collection of monies, notices of amounts due, etc.

The Operational Administration will be performed by the Nassau County Police Department.

SPECIAL NOTICE TO BIDDERS:

Nothing in this bid, nor in any documents issued as a result of this bid, shall supersede or abridge the authority of the Police Departments of the several local governments, except by their own request.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ PRESIDENT

BIDDER **TITLE**

A criminal background investigation check will be conducted of all bidders and their employees. This investigation will be used to evaluate the bidders' qualifications to perform the services required.

This bid and any Contract awarded hereunder is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-42 of the Administrative Code of the County of Nassau and provisions of the Anti-Discrimination Order of the County of Nassau.

SECURITY: The Vendor shall obtain and file with the County of Nassau within seven (7) days, security in the minimum amount of ten thousand ($10,000) dollars, or in the event the annual contractual amount due exceeds ten thousand ($10,000) dollars, an amount equal to that annual sum, and shall be entrusted to the County of Nassau as reflected in the award. The security will guarantee the faithful performance of the contract, with the understanding that the whole, or any part hereof, may be used by the County of Nassau to supply any deficiency that may arise from the default of the vendor.

NOTICE TO BIDDERS:

Any contract awarded hereunder shall be subject to the Bid Terms and Conditions, Form No. PUR-4926D. 5/67. Rev. 2/83, to the extent not in conflict with the terms thereof.

ACCESS CLAUSE: If any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health & Human Services, or by the Controller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto, documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of four (4) years after the furnishing of any of the services described in this contract

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ PRESIDENT
BIDDER **TITLE**

SPECIAL NOTICE TO BIDDERS

The bidders must submit copies of the following documents with their bid:

1. DMV Registration of tow vehicle(s).
2. Required Towing License(s).
3. Driver's License(s) of Operator(s).
4. Copy of Deed, or a Lease that covers the period of any contract that may be issued as a result of any award for this service.

Bidders must also be prepared to provide additional documents upon request, including but not limited to authorizations to conduct background investigations and site inspections.

FAILURE TO SUBMIT THESE DOCUMENTS MAY RESULT IN THE REJECTION OF THIS BID.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ PRESIDENT

BIDDER **TITLE**

In addition to the above prerequisites, bidders must cooperate with the Inspection Team, at the time specified by the Nassau County Police Department, as provided in the Terms and Conditions and Specifications/Scope of Services above, and be prepared to show the Inspection Team the following:

1. The required Towing Vehicles.
2. The required fenced, secured and lighted premises.

FAILURE TO COOPERATE WITH THE INSPECTION TEAM MAY RESULT IN DISQUALIFICATION.

BIDDERS SHALL ENTER THEIR BID OFFER IN THE SPACE PROVIDED AFTER EACH ZONE DESCRIPTION. PLEASE READ THE ZONE DESCRIPTION CAREFULLY AND REFER TO THE MAP FOR GENERAL LOCATION. IF BIDDING ON MORE THAN ONE ZONE, PLEASE BEAR IN MIND THAT YOU MUST DEMONSTRATE YOUR ABILITY TO MEET STORAGE AND TOWING REQUIREMENTS FOR THE TOTAL AREA BID. A CONTRACT WILL BE AWARDED TO ONLY ONE (1) CONTRACTOR PER ZONE.

REQUESTS FOR INFORMATION CONCERNING THIS BID MUST BE MADE TO THE DEPARTMENT

ATTN: Kara Guy
EMAIL: Kguy@pdcn.org

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ PRESIDENT
BIDDER **TITLE**

COUNTY TOW ZONES

For the purpose of towing and/or storage of vehicles, the territory within the County of Nassau has been divided into twenty-three (23) zones. For each zone a competent and responsible garage owner will be selected and designated the County Franchise Tow and Impound Garage Contractor for that zone whereby such Contractor will be the exclusive franchisee and have the exclusive right to tow and store vehicles on behalf of the Department within the specified geographic zone. Each Contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage as specified in "Minimum Equipment Requirements Section" above, page 29 and be able to provide such services on a twenty-four (24) hour-a-day, seven (7) day a week basis. Each Contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as listed above in "Paragraph O"

NOTE: PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED THAT BID OFFERS WILL ONLY BE CONSIDERED IF YOUR MAIN PLACE OF BUSINESS IS LOCATED IN THE ZONE BEING BID OR THAT OF AN ADJOINING ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/DESCRIPTION.

NOTE: ZONES 1 & 4 MUST BE BID AS A UNIT.

ZONE 1

All the territory within the following boundaries: Beginning at a point where the northern boundary line of the Incorporated Village of Plandome Manor meets Manhasset Bay, then northerly along the eastern coast of Manhasset Bay to Barker's Point, then northeasterly along the Long Island Sound Coast to the western coast of Hempstead Bay to the northern boundary line of the Incorporated Village of Flower Hill, then westerly along the northern boundary line of the Incorporated Village of Flower Hill, and following said boundary to the northeast boundary line of the Incorporated Village of Plandome Manor, and westerly along said boundary to the point of beginning.

ZONE 4

All the territory within the following boundaries: Beginning at a point where Valley Road (New Hyde Park Road) meets the northern extremity of the westbound Long Island Expressway service road, then northerly along the eastern extremity of Valley Road to a point where the northern boundary line of the Incorporated Village of Plandome Manor meets the east coast line of Manhasset Bay, then easterly along the northern boundary line of the Incorporated Village of Plandome Manor, to the northern boundary line of the Incorporated Village of Flower Hill, and following the boundary line of the Incorporated Village of Flower Hill to Hempstead Harbor, then northerly along the east coast of Hempstead Bay to the town line of the Townships of North Hempstead and Oyster Bay, then southeasterly along said lines to the southeastern boundary of the Incorporated Village of East Hills, then westerly along the southern boundary of the Incorporated Village of East Hills to the northern extremity of the westbound Long Island Expressway service road, then westerly along the northern extremity of the westbound Long Island Expressway service road to the point of beginning.

ZONES 1 and 4 BID OFFER $_____ ANNUALLY

NOTE: ZONES 2 & 5 MUST BE BID AS A UNIT.

ZONE 2

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the eastern shore line of Hempstead Harbor and Hempstead Bay following the shore line of the Long Island Sound easterly and southerly to a point where the Nassau-Suffolk County lines meet in Cold Spring Harbor then southerly along said county lines to North Hempstead Turnpike (Northern Boulevard) then westerly along the northern extremity of North Hempstead Turnpike (Northern Boulevard) to the town line of the Townships of North Hempstead and Oyster Bay, then north westerly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ PRESIDENT
BIDDER **TITLE**

ZONE 5

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the northern extremity of Northern Boulevard (North Hempstead Turnpike), then easterly along the northern extremity of Northern Boulevard (North Hempstead Turnpike) to the Nassau-Suffolk County Line, then southerly along the Nassau County Line to Jericho Turnpike, then westerly along the southern extremity of Jericho Turnpike to the town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONES 2 and 5 BID OFFER $_____ ANNUALLY

ZONE 3

All the territory within the following boundaries: Beginning at a point where the New York City Line meets the eastern shore line of Little Neck Bay, then northerly along the eastern shore of Little Neck Bay to Kings Point, then southerly along the western shore line of Manhasset Bay to Valley Road (New Hyde Park Road), then southerly along the eastern extremity of Valley Road (New Hyde Park Road) to the northern extremity of the westbound Long Island Expressway service road, then westerly along the northern extremity of the westbound Long Island Expressway service road to the New York City Line, then northwesterly along the New York City Line to the point of beginning.

ZONE 3 BID OFFER $_____ ANNUALLY

ZONE 6

All the territory within the following boundaries: Beginning at a point where the southern extremity of the eastbound Long Island Expressway service road meets the New York City Line, then easterly along the southern extremity of the eastbound Long Island Expressway service road to Willis Avenue, then southerly along the eastern extremity of Willis Avenue to Old Country Road, then westerly along the southern extremity of Old Country Road to Herricks Road, then westerly along the boundary lines of the Townships of Hempstead and North Hempstead to the New York City Line, then northerly along the New York City Line to the point of beginning.

ZONE 6 BID OFFER $_____ ANNUALLY

ZONE 7

All the territory within the following boundaries: Beginning at a point where Willis Avenue meets the eastbound Long Island Expressway service road, then easterly along the southern extremity of the eastbound Long Island Expressway service road to the southeast boundary line of the Incorporated Village of East Hills, then following the eastern boundary line of the Incorporated Village of East Hills to the boundary lines of the Townships of North Hempstead and Oyster Bay. Then southeasterly and southerly along said town lines to Old Country Road, then westerly along the southern extremity of Old Country Road to Willis Avenue, then northerly along the eastern extremity of Willis Avenue to the point of beginning.

ZONE 7 BID OFFER $_____ ANNUALLY

ZONE 8

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the town line of the Townships of North Hempstead and Oyster Bay; then easterly along the southern extremity of Jericho Turnpike to the Nassau-Suffolk County line; then southerly along the Nassau-Suffolk County line to Old Country Road; then westerly along the southern extremity of Old Country Road to South Oyster Bay Road; then northerly along the eastern extremity of South Oyster Bay Road to the Northern State Parkway; then westerly along the southern extremity of the Northern State Parkway to the town line of the Townships of North Hempstead and Oyster Bay; then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONE 8 BID OFFER $_____ ANNUALLY

ZONE 9

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ PRESIDENT

BIDDER **TITLE**

All the territory within the following boundaries: Beginning at a point where the Townships of North Hempstead and Oyster Bay meet the Northern State Parkway then easterly along the southern extremity of the Northern State Parkway to South Oyster Bay Road then southerly along the eastern extremity of South Oyster Bay Road to the boundary line of the Townships of Hempstead and Oyster Bay then southerly along the boundary line of the Townships of Hempstead and Oyster Bay to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the Wantagh State Parkway then northwesterly along the eastern extremity of the Wantagh State Parkway to the point of beginning.

ZONE 9 BID OFFER $_____ ANNUALLY

ZONE 10

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the New York City Line, then easterly along the southern extremity of Jericho Turnpike to the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along the boundary lines of the Townships of Hempstead and North Hempstead to Nassau Boulevard, then southerly along the eastern extremity of Nassau Boulevard to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the New York City Line, then northerly along the New York City Line to the point of beginning.

ZONE 10 BID OFFER $ 70,371.68 ANNUALLY

ZONE 11

All the territory within the following boundaries: Beginning at a point where Nassau Boulevard meets the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along said boundaries to Old Country Road and easterly along the southern extremity of Old Country Road to Merrick Avenue, then southerly along the eastern extremity of Merrick Avenue to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to Nassau Boulevard, then northerly along the eastern extremity of Nassau Boulevard to the point of beginning.

ZONE 11 BID OFFER $ 78,952.09 ANNUALLY

ZONE 12

All the territory within the following boundaries: Beginning at a point where Merrick Avenue meets Old Country Road, then easterly along the southern extremity of Old Country Road to Wantagh State Parkway, then southerly along the western extremity of Wantagh State Parkway to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to Merrick Avenue then northwesterly along the eastern extremity of Merrick Avenue to the point of beginning.

ZONE 12 BID OFFER $_____ ANNUALLY

ZONE 13

All the territory within the following boundaries: Beginning at a point where Old Country Road meets South Oyster Bay Road, then easterly along the southern extremity of Old Country Road to the Nassau-Suffolk County Line, then southerly along the Nassau-Suffolk County Line to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the boundary lines of the Townships of Hempstead and Oyster Bay, then northerly along the boundary lines of the Townships of Hempstead and Oyster Bay, and northerly along the eastern extremity of South Oyster Bay Road to the point of beginning.

ZONE 13 BID OFFER $_____ ANNUALLY

ZONE 14

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ PRESIDENT
BIDDER **TITLE**

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets the New York City Line, easterly along the southern extremity of the Southern State Parkway to the western boundary line of the Incorporated Village of Rockville Centre, south along the western boundary line of the Incorporated Village of Rockville Center to the southern boundary line of the Incorporated Village of Lynbrook and westerly along the southern boundary line of the Incorporated Village of Lynbrook and the southern boundary line of the Incorporated Village of Valley Stream to the New York City Line then northerly along the New York City Line to the point of beginning.

ZONE 14 BID OFFER $ 33,836.16 ANNUALLY

ZONE 15

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway and the northwest boundary of the Incorporated Village of Rockville Centre meet, then easterly along the southern extremity of the Southern State Parkway to the eastern extremity of Brookside Avenue, then southerly along the eastern extremity of Brookside Avenue to Freeport Bay, then following an imaginary line south which intersects Freeport Bay, Baldwin Bay, Middle Bay and Lido Beach to the Atlantic Coast Line, then westerly along the Atlantic Coast Line to the western boundary line of the City of Long Beach, then northerly to the center point of Reynolds Channel, easterly along Reynolds Channel to Broad Channel, then northerly through Broad Channel, East Rockaway Channel, the eastern boundary line of the Incorporated Village of East Rockaway to the western boundary line of the Incorporated Village of Rockville Centre, then northerly to the point of beginning.

ZONE 15 BID OFFER $ 21,311.99 ANNUALLY

ZONE 16

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets Brookside Avenue, then easterly along the southern extremity of the Southern State Parkway to Newbridge Road, then southerly along the eastern extremity of Newbridge Road to Baldwin Creek and southerly through East Bay, Broad Creek Channel, towards the Meadowbrook Parkway and Jones Inlet (at Point Lookout), then westerly along the Atlantic Coast Line to Lido Beach, then northerly following an imaginary line intersecting Middle Bay and Baldwin Bay, to the northern extremity of Freeport Bay, then northerly along the eastern extremity of Brookside Avenue, to the point of beginning.

ZONE 16 BID OFFER $_____ ANNUALLY

ZONE 17

All the territory within the following boundaries: Beginning at a point where Newbridge Road meets the Southern State Parkway, then easterly along the southern extremity of the Southern State Parkway to the boundary lines of the Townships of Hempstead and Oyster Bay, then southerly along the boundary lines of the Townships of Hempstead and Oyster Bay to the Atlantic Coast (East Jones Beach), then westerly along then Atlantic Coast to Jones Inlet (Short Beach), then northeasterly through Jones Bay, then northerly through Broad Creek Channel and Baldwin Creek to Newbridge Road, then northerly along the eastern extremity of Newbridge Road to the point of beginning.

ZONE 17 BID OFFER $_____ ANNUALLY

ZONE 18

All the territory within the following boundaries: Beginning at a point where the boundary lines of the Townships of Hempstead and Oyster Bay meet the Southern State Parkway, then easterly along the southern extremity of the Southern State Parkway to the Nassau-Suffolk County line, then southerly along the Nassau- Suffolk County Line to the Atlantic Coast, then westerly along the Atlantic Coast to the boundary lines of the Townships of Hempstead and Oyster Bay, then northerly along said boundaries to the point of beginning.

ZONE 18 BID OFFER $_____ ANNUALLY

ZONE 19

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY ~~WITHIN DOORS~~ UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ PRESIDENT
BIDDER **TITLE**

All the territory within the following boundaries: Beginning at a point where Ocean Boulevard and the New York City Line meet and easterly following the southerly boundary line of the Incorporated Village of Valley Stream and the southern boundary line of the Incorporated Village of Lynbrook to the boundary line of the Incorporated Village of Rockville Centre then southerly following the eastern boundary line of the Incorporated Village of East Rockaway (Mill River) through East Rockaway Channel to Broad Channel to a point where an imaginary line drawn from Woodmere Boulevard meets Broad Channel then northwesterly through the imaginary line drawn from Woodmere Boulevard to the New York City Line, then northeasterly and north along the New York City Line to the point of beginning.

ZONE 19 BID OFFER $ 42,971.21 ANNUALLY

ZONE 20

All the territory within the following boundaries: Beginning at a point where an imaginary line drawn from the northwest end of Woodmere Boulevard intersects the New York City Line and the Nassau County line, then southeast along this imaginary line through and including all of Woodmere Boulevard and along an imaginary line drawn from the southeast end of Woodmere Boulevard to the center line of Broad Channel, south along the center line of Broad Channel to Reynolds Channel; west along Reynolds Channel to the western boundary line of the City of Long Beach ; south on this boundary line to the Atlantic Coast, then west along the Atlantic Coast to point in Reynolds Channel to the New York City Line then following the northerly to the point of beginning.

ZONE 20 BID OFFER $_____ ANNUALLY

ZONE 21

Notwithstanding the description of any other zone to the contrary, **the entirety of the Long Island Expressway, from the New York City Line to the Nassau-Suffolk County line,** including the east and westbound service roads and all underpasses and overpasses connecting to one or both of the service roads and all exits and entrances.

ZONE 21 BID OFFER $ 10,932.53 ANNUALLY

ZONE 22

Notwithstanding the description of any other zone to the contrary, **the entirety of the Seaford-Oyster Bay Expressway,** from its beginning to its end, including all entrances and exits.

ZONE 22 BID OFFER $ 1,329.43 ANNUALLY

ZONE 23

Notwithstanding the description of any other zone to the contrary, **the entirety of Nassau County for the purpose of heavy-duty towing.**

ZONE 23 BID OFFER $ 8,596.59 ANNUALLY

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ PRESIDENT
BIDDER **TITLE**

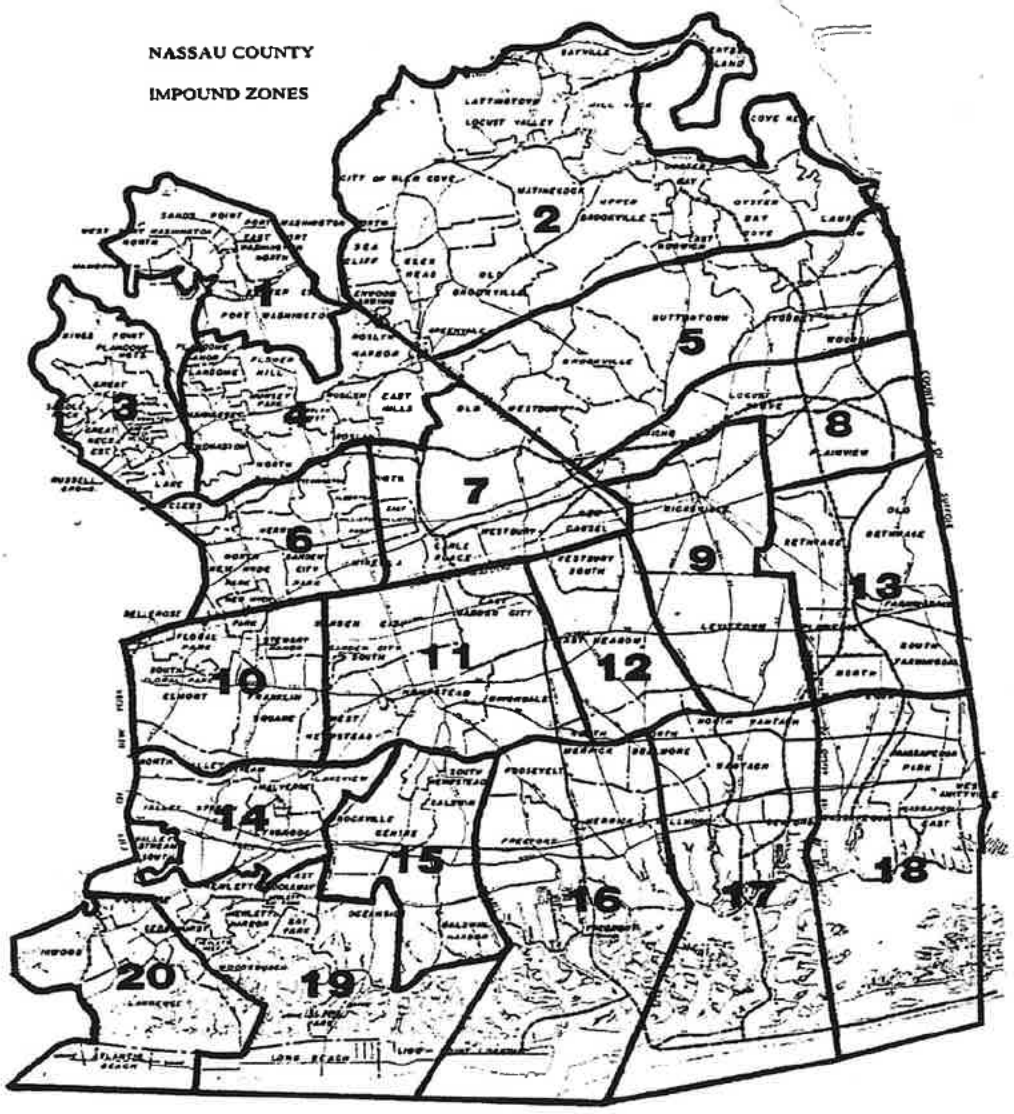
2022	
ZONE	TOTAL IMPOUNDS
1	1
2	18
3	25
4	53
5	64
6	97
7	126
8	19
9	174
10	276
11	392
12	110
13	106
14	159
15	147
16	124
17	175
18	145
19	129
20	140
21	36
22	6
23	11

2023	
ZONE	TOTAL IMPOUNDS
1	1
2	21
3	37
4	64
5	62
6	155
7	162
8	20
9	184
10	383
11	434
12	88
13	99
14	176
15	112
16	88
17	30
18	170
19	254
20	123
21	52
22	2
23	18

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ PRESIDENT

BIDDER TITLE



ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

PRESIDENT
TITLE

Non-Disclosure Agreement (NDA)
(If Applicable)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made effective as of this 5th day of JUNE, 2025 by and between the County of Nassau acting by and through its Department of _____ ("Disclosing Party" or "County") and MACARTHUR AUTO BODY & TOWING INC ("Recipient" or "Contractor"), including each of their subsidiaries, successors and assigns.

WHEREAS, County and Contractor have entered into Nassau County contract number _____, for _____("Agreement"); and

WHEREAS, County require that the Contractor assigned to work on County projects acknowledges the obligations of confidentiality and non-disclosure applicable to the Contractor pursuant to the Agreement.

NOW, THEREFORE, the Contractor acknowledges the following:

Term.
The confidentiality obligations set forth herein shall survive (i) termination of the Agreement.

Confidential Information.
(a) The Contractor acknowledges and understand that all records, reports, information, and data as further identified below ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Contract or as required by Law.
(b) The Contractor acknowledges and understand that in connection with performance under Agreement Contractor may have access to and/or be in possession of confidential information of County ("Confidential Information"). Confidential Information shall mean all information both tangible and intangible information and materials belonging to the County or in the County's possession that are of a confidential or proprietary nature, whether or not marked or identified as such, and are disclosed or made accessible to the Contractor, including, but not limited to:
  (i) trade secrets, processes, business, financial information and technical information and data, disclosed orally, visually, in writing, electronic media or by any other means;
  (ii) all non-public information concerning the programs, processes, statistics, research, development, strategic plans, or the like with respect to the operations and activities of the County;
  (ii) all information concerning the County's computer systems and technology, including, but not limited to, information concerning current and future hardware, software, configurations, operations, networks, computing facilities and locations, processes, research, projects, designs, and specifications;

(iv) all non-public information concerning current and/or former County employees, contractors and/or vendors, and members of the public;
(v) all information that the County receives from third parties if the County is subject to a duty to keep such information confidential;
(vi) all original and copied notes, memoranda, or other records and documentation of the Contractor to the extent relating to, derived from, and/or incorporating any County Confidential Information;
(viii) all information marked or identified as "confidential" or "proprietary" in written or electronic form when disclosed and/or made accessible to the Contractor or its designee.

Non-Disclosure

(a) The Contractor shall maintain all County Confidential Information in strict confidence and cause Contractor employees, agents, and subcontractors to maintain County Confidential Information in strict confidence. The Contractor acknowledges and understand that Contractor is obligated to hold in confidence, in the same manner as Contractor holds Contractor's own confidential information of like kind, all Confidential Information to which Contractor may have access under the Agreement; provided that in no event shall the Contractor exercise less than reasonable care to protect the Confidential Information. If necessary to provide services under the Agreement, Contractor may disclose Confidential Information received under this Agreement to employees, subcontractors or agents with a need to know, provided that any Contractor employee, subcontractor or agent is bound to protect such Confidential Information from unauthorized use and disclosure under the terms of a written agreement that is at least as stringent as those of the Contractor's obligations under the Agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the County.

(b) The Contractor acknowledges and understand that Contractor shall not use the Confidential Information for Contractor's own benefit or for the benefit of any third party, except as expressly permitted or directed by authorized County management.

(c) Except as specifically agreed in writing by the County or agency head, the Contractor shall not disclose any County Confidential Information to any entity outside the United States, or store or transmit any County Confidential Information outside the United States, other than County Confidential Information that is in electronic form and is transmitted or stored on a momentary basis as may be inherent in electronic transmission between locations within the United States.

Compliance with Laws

The Contractor shall comply with all applicable Federal, State and local Laws governing the confidentiality and privacy of Information. As used in this Non-Disclosure Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. In the event of any inconsistency or conflict between the provisions of this NDA and the provisions of applicable Laws governing the confidentiality and privacy of Information (e.g. personal information of County employees), the provisions of applicable Laws shall take precedence.

Exclusions

Excluding that information required by law to be protected, the foregoing shall not prohibit or limit Contractor's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a

third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of the Agreement.

Reporting
Contractor shall notify the County of any request for Information or access to Information that is unrelated to the performance or administration of the Agreement.

Ownership
All Information, except the Contractor's proprietary information, to which the Contractor has access is at all times the sole property of the County. The Contractor shall not have any right, title or interest to such material and shall not sell, transfer or otherwise make available to third parties except as provided in this NDA or the Agreement. All reports, notes, memoranda, notebooks, drawings and any other Information developed, received, compiled or delivered to the Contractor, regardless of the source of Information, shall be maintained only for the time necessary to provide services under the Agreement and shall be returned to the County at the termination of the Agreement or destroyed at the direction of the County. Destruction shall be deemed to include the purging of all Information from all equipment and media storage created or used in performance of the Agreement.

Performance
(a) Except to the extent necessary to provide services under the Agreement and with the consent of the County, the Contractor shall attach or load any additional hardware or software to County equipment. The Contractor shall use only those access rights and shall access only Information authorized by the County.

(b) The Contractor acknowledges and understand that Contractor shall comply with County's published computer and information security policies and practices which are made available to Contractor.

Assignment.
The Contractor shall not assign or subcontract its obligations under this NDA.

Breach.

The Contractor acknowledges that breach of this NDA shall give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. Additionally, the Contractor shall indemnify and hold harmless the County and its officers, agents and employees from all suits, actions, damages and costs of every name and description arising out of the acts or omissions of the Contractor and/or Contractor's employees, agents or subcontractors in violation of the terms and conditions of this NDA.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date set forth below.

CONTRACTOR: MAC ARTHUR AUTO BODY & TOWING INC

By: _____
Name: STEPHEN A. WESTFALL
Title: PRESIDENT
Date: JUNE 5, 2025

COUNTY OF NASSAU

By: _____
Name: _____
Title: _____
Date: _____

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ PRESIDENT
BIDDER **TITLE**

Confidentiality Agreement
(If applicable)

I ~~STEPHEN~~ SAW (insert name), am a (please circle one) subcontractor / agent / employee / director / officer / other _____ of the Contractor _____ (the "Contractor"). I understand that I will be performing services in furtherance of an agreement between the Contractor and Nassau County (the "County") related to cybersecurity consulting services (the "Agreement"). I understand, acknowledge, and agree that all records, information, and data ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. I agree to reasonably safeguard any Information as to prevent disclosure to any unauthorized person. I understand and agree that the terms of this Confidentiality Agreement shall continue after I am no longer performing services related to the Agreement, and I shall continue to abide by such terms of this Confidentiality Agreement in perpetuity. I understand that failure to comply with these requirements may result in disciplinary action, termination, civil liability, and/or criminal prosecution, as well as any other penalties provided by law. This Confidentiality Agreement shall be governed and construed in accordance with the Laws of New York State.

_____
(Individual's Signature)

_____
(Individual's Printed Name)

_____
(Entity for which Individual is an employee or agent)

_____
(Date)

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

Bruce A. Blakeman
COUNTY EXECUTIVE

OFFICE OF PURCHASING
1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263
Date 05/14/2025

AMENDMENT NO. 1

FORMAL SEALED BID NO. 96890-06115-120

FOR: County Tow and Impound Garage Contracts

ISSUED: **May 08, 2025**
OPENING: **June 11, 2025**

TO ALL BIDDERS:

1) The following question and answer are made part of the bid:

Question: the rates listed in the formal sealed bid are 20 years old and not realistic are they going to be adjusted to more current rates?

Answer: The current rates are set by local ordinance. Vendors should be aware that this ordinance is subject to future amendments which may adjust those rates.

2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.

3) A copy of this Amendment must be signed by the Bidder and attached to his bid.

OFFICE OF PURCHASING

Claudia Colasurdo
Purchasing Technical Coordinator

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: MacArthur Auto Body & Towing Inc

Address: 170 East Lincoln Ave

City: Valley Stream State/Province/Territory: NY Zip/Postal Code: 11580

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Closely Held Corp (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: MacArthur_Vendor Disclosure Form_#4.pdf

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Same as Question 4, the ONLY Shareholder is Stephen A Westfall, who owns 100% of the company.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

"MacArthur Collision and Towing Inc" was owned and operated by Stephen A Westfall until April 2025. That business, which provides Tow Services akin to "MacArthur Auto Body & Towing," is now owned by Michael Taliercio, who is Stephen A Westfall's son.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements.

The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Stephen A Westfall [MACARTHURCOLLISION136@GMAIL.COM]

Dated: 06/06/2025 01:54:52 pm

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

VENDOR DISCLOSURE FORM

4) Names & Address of Principal(s)

Name: Stephen A Westfall

Home Address: [redacted]

Keep this document to show to the police and courts.

NEW YORK STATE REGISTRATION DOCUMENT

X TOW
16653TV
2015 DODGE NONTRANSFERABLE
TOW WH 3C7WRMDL9FG710596
19500 D 6 UTD4015 DEC 05 2024
Wt/Seats Fuel Cyl 003 UTD21F
MACARTHUR AUTOBODY& Expires 01/31/26
TOWING INC >DEMA<
170 E LINCOLN AVE 116.00
VALLEY STREAM NY 11580 ANNUAL CHG
AMT PAID (INCL ADD CHG)
~~1~~32851EP VOID IF ALTERED EXCEPT FOR ADDRESS 181.00

34-CONT (07/07)

NEW YORK STATE INSURANCE IDENTIFICATION CARD

PROGRESSIVE

Policy Number [redacted]

413 Progressive Casualty Insurance Co
Name & Address of Issuer

Progressive Casualty Insurance Co
6300 Wilson Mills Road
Mayfield Village, Ohio 44143

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

MACARTHUR;AUTO;BODY;&;TOWING;INC.
170 E LINCOLN AVENUE
VALLEY STREAM NY 11580

Effective Date	Expiration Date
12/16/2024	12/16/2025
12:01 a.m.	12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.) Applicable with respect to the following Motor Vehicle:

2015 Year — RAM Make

3C7WRMDL9FG710596 Vehicle Identification Number

TOW TRUCK

Your Broker: EXECUTIVE PLANNERS
1-631-376-2200

THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND

WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of Insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.

The name of the registrant and the name of the insured must coincide.

REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE-REGISTRATION) USING THE REPLACED VEHICLES CURRENT REGISTRATION.

Form No. 1990 (05/08)

FS-20

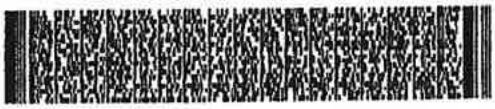
Flatbed Tow Truck with Wheel Lift

Keep this document to show to the police and courts.

MV-6350TI (8/91) NEW YORK STATE REGISTRATION DOCUMENT

3

X TOW
16652TV
2016 FREIG NONTRANSFERABLE
TOW WH 1FVACWDT7GHHS5035
26000 D 6 UTD4015 DEC 05 2024
Wt/Seats Fuel Cyl 003 UTD21F
MACARTHUR AUTOBODY& Expires 01/31/26
TOWING INC >DEMA<
170 EASTLINCOLN AVE 154.75
VALLEY STREAM NY 11580 ANNUAL CHG
(MT PAID (INCL ADD CHG)
132852EP VOID IF ALTERED EXCEPT FOR ADDRESS 219.75



524-CONT (07/07)

NEW YORK STATE INSURANCE IDENTIFICATION CARD

413 Progressive Casualty Insurance Co
Name & Address of Issuer

Progressive Casualty Insurance Co
6300 Wilson Mills Road
Mayfield Village, Ohio 44143

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

MACARTHUR;AUTO;BODY;&;TOWING,INC.
170 E LINCOLN AVENUE
VALLEY STREAM NY 11580

Policy Number
[redacted]

Effective Date	Expiration Date
12/16/2024	12/16/2025
12:01 a.m.	12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.) Applicable with respect to the following Motor Vehicle:

2016	FREIGHTLIN
Year	Make

1FVACWDT7GHHS5035
Vehicle Identification Number
TOW TRUCK

PROGRESSIVE®



Your Broker: EXECUTIVE PLANNERS
1-631-376-2200

THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND

WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of Insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.

The name of the registrant and the name of the insured must coincide.

REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE-REGISTRATION) USING THE REPLACED VEHICLES CURRENT REGISTRATION.

Form No. 1390 (05/06)

PS-20

Medium Duty Tow Truck (Wheel Lift)

Keep this document to show to the police and courts.

MV-453TN (4/21) **NEW YORK STATE REGISTRATION DOCUMENT**

X TOW
14084TV
2022 INTER NONTRANSFERABLE
TOW WH 1HTEUMML6NH545623
026000 D 6 JK166012 JUN 03 2025
Wt/Seats Fuel/Cyl SV1 CCBB8D
MACARTHUR AUTOBODY Expires 10/31/25
AND TOWING INC >DEMA<
170 EAST LINCOLN AVE 154.75
VALLEY STREAM NY 11580

ANNUAL CHG
AMT PAID (INT. AND TAX)
3.00

JK166012 VOID IF ALTERED EXCEPT FOR ADDRESS



534-CONT (07/07)

NEW YORK STATE INSURANCE IDENTIFICATION CARD

PROGRESSIVE®

413 Progressive Casualty Insurance Co
Name & Address of Issuer

Progressive Casualty Insurance Co
6300 Wilson Mills Road
Mayfield Village, Ohio 44143

Policy Number [redacted]

Effective Date 12/16/2024 12:01 a.m.
Expiration Date 12/16/2025 12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.) Applicable with respect to the following Motor Vehicle:

2022 Year
Internatio Make
1HTEUMML6NH545623 Vehicle Identification Number
TOW TRUCK

An authorized NEW YORK Insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

MACARTHUR;AUTO;BODY;&;TOWING;INC.
170 E LINCOLN AVENUE
VALLEY STREAM NY 11580



Form No. 1390 (05/06)

Your Broker: EXECUTIVE PLANNERS
1-631-376-2200

THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND

WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of Insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.

The name of the registrant and the name of the insured must coincide.

REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE-REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.

FS-20

Flatbed Tow Truck with Wheel Lift

Keep this document to show to the police and courts.

MV-453CN (9/21) **NEW YORK STATE REGISTRATION DOCUMENT**

5

X TOW
12279TV
2023 PETER NONTRANSFERABLE
TOW WH 1NPCL49X1PD869956
54320 D 6 UTD4005 JUN 05 2024
Wt/Seats Fuel/Cyl 003 UTD21F
MACARTHUR AUTO BODY Expires 07/31/25
& TOWING INC >DEMA<
170 EAST LINCOLN AVE 324.00
VALLEY STREAM NY 11580 ANNUAL CHG
AMT PAID (INCL ADD CHG)
935469EL VOID IF ALTERED EXCEPT FOR ADDRESS 389.00

MV-24-CONT (07/07)

NEW YORK STATE INSURANCE IDENTIFICATION CARD

PROGRESSIVE®

413 Progressive Casualty Insurance Co
Name & Address of Issuer

Progressive Casualty Insurance Co
6300 Wilson Mills Road
Mayfield Village, Ohio 44143

Policy Number [redacted]

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

MACARTHUR;AUTO;BODY,&;TOWING;INC.
170 E LINCOLN AVENUE
VALLEY STREAM NY 11580

Effective Date	Expiration Date
12/16/2024	12/16/2025
12:01 a.m.	12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.) Applicable with respect to the following Motor Vehicle:

2023 Year — Peterbilt Make

1NPCL49X1PD869956 Vehicle Identification Number

TOW TRUCK

Your Broker: EXECUTIVE PLANNERS
1-631-376-2200

THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND

WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.

The name of the registrant and the name of the insured must coincide.

REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE-REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.

Form No. 1990 (05/06)

FS-20

Heavy Duty Tow Truck

Keep this document to show to the police and courts.

NY-639CR (6/21) **NEW YORK STATE REGISTRATION DOCUMENT**

X COM
28854ND
2022 HONDA NONTRANSFERABLE
SUBN WH 3CZRU6H31NM773894
3502 G 4 MDJH0196 AUG 02 2024
Wt/Seats Fuel/Cyl DJH UTD5A4
MACARTHUR AUTOBODY Expires 09/30/26
TOWING INC *NYMA*
170 E LINCOLN AVE 28.75
VALLEY STREAM NY 11580 ANNUAL CHG
AMT PAID (INCL ADD CHG)
755209EM VOID IF ALTERED EXCEPT FOR ADDRESS 187.50

-CONT (07/07)

NEW YORK STATE INSURANCE IDENTIFICATION CARD

PROGRESSIVE®

413 Progressive Casualty Insurance Co
Name & Address of Issuer

Progressive Casualty Insurance Co
6300 Wilson Mills Road
Mayfield Village, Ohio 44143

Policy Number [redacted]

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

MACARTHUR;AUTO;BODY;&;TOWING;INC.
170 E LINCOLN AVENUE
VALLEY STREAM NY 11580

Effective Date	Expiration Date
12/16/2024	12/16/2025
12:01 a.m.	12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.) Applicable with respect to the following Motor Vehicle:

2022 Year — HONDA Make

3CZRU6H31NM773894 Vehicle Identification Number

Your Broker: EXECUTIVE PLANNERS
1-631-376-2200

THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND

WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.

The name of the registrant and the name of the insured must coincide.

REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE-REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.

Form No. 1390 (05/06) FS-20

Road Service Vehicle - Jump starts, Lockouts, Tire Changes, Fuel Delivery, etc.

Keep this document to show to the police and courts ... a Motor Vehicles office.

NEW YORK STATE REGISTRATION DOCUMENT

X TOW
17648TV
2024 FREIG NONTRANSFERABLE
TOW BK 1FVACWFC4RHVE5312
026000 D 6 JK166011 JUN 03 2025
Wt/Seats Fuel/Cyl SV1 CCBB8D
MACARTHUR AUTO BODY Expires 04/30/26
&TOWING INC >DEMA<
170 EAST LINCOLN AVE 154.75
VALLEY STREAM NY 11580

ANNUAL CHG
AMT PAID INCL ADD CHG

JK166011 VOID IF ALTERED EXCEPT FOR ADDRESS 3.00

... your document.

...ded for the next owner.

NEW YORK STATE INSURANCE IDENTIFICATION CARD

413 PROGRESSIVE CASUALTY INS. CO.

Policy Number [redacted]

Name & Address of Issuer WILLIAM F JANKOWSKI AGENCY INC
382 WEST MAIN STREET
BABYLON NY 11702

Effective Date	Expiration Date
06/04/2025	12/16/2025
12:01 a.m.	12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.)

Applicable with respect to the following Motor Vehicle:

2024	FREIG
Year	Make

1FVACWFC4RHVE5312
Vehicle Identification Number

An authorized NEW YORK insurer has issued an Owner's Policy of Liability insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

MACARTHUR;AUTO;BODY
&;TOWING;INC.
170 EAST LINCOLN AVE
VALLEY STREAM NY 11580

THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND

WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of Insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.

The name of the registrant and the name of the insured must coincide.

REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE-REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.

FS-20

Flatbed Tow Truck with Wheel Lift

Keep this document to show to the police and courts

MV-453CR (6/21) **NEW YORK STATE REGISTRATION DOCUMENT**

X TOW
16654TV
2024 INTER NONTRANSFERABLE
TOW WH 3HAEUMML2RL876361
26000 D 6 UTD4020 JAN 09 2025
Wt/Seats Fuel/Cyl 003 UTD21F
MACARTHUR AUTO BODY Expires 02/28/26
&TOWING INC >DEMA<
170 EAST LINCOLN AVE 154.75
VALLEY STREAM NY 11580 ANNUAL CHG
AMT PAID (INCL ADD CHG)
483125EP VOID IF ALTERED EXCEPT FOR ADDRESS 219.75

8

MV-84-CONT (07/07)

NEW YORK STATE INSURANCE IDENTIFICATION CARD

PROGRESSIVE®

Policy Number [redacted]

413 Progressive Casualty Insurance Co
Name & Address of Issuer

Progressive Casualty Insurance Co
6300 Wilson Mills Road
Mayfield Village, Ohio 44143

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

MACARTHUR;AUTO;BODY;&;TOWING;INC.
170 E LINCOLN AVENUE
VALLEY STREAM NY 11580

Effective Date	Expiration Date
12/16/2024	12/16/2025
12:01 a.m.	12.01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.) Applicable with respect to the following Motor Vehicle:

2024 Year
INTERNATIO Make
3HAEUMML2RL876361 Vehicle Identification Number
TOW TRUCK

Your Broker: EXECUTIVE PLANNERS
1-631-376-2200

THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND

WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of Insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.

The name of the registrant and the name of the insured must coincide.

REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE-REGISTRATION) USING THE REPLACED VEHICLES CURRENT REGISTRATION.

FS-20

Form No. 1990 (05/06)

Flatbed Tow Truck with Wheel Lift

Keep this document to show to the police and courts.

MV-853TM (4/21) **NEW YORK STATE REGISTRATION DOCUMENT**

X TOW
16666TV
2024 DODGE NONTRANSFERABLE
TOW WH 3C7WRNDL8RG169972
019500 D 6 JK166010 JUN 03 2025
Wt/Seats Fuel/Cyl SV1 CCBB8D
MACARTHUR AUTOBODY Expires 07/31/26
& TOWING INC >DEMA<
170 EAST LINCOLN AVE 116.00
VALLEY STREAM NY 11580

ANNUAL CHG AMT PAID ON T. AND CTR.
181.00

JK166010 VOID IF ALTERED EXCEPT FOR ADDRESS

9



MV-84CONT (07/07)

NEW YORK STATE INSURANCE IDENTIFICATION CARD

413 Progressive Casualty Insurance Co
Name & Address of Issuer

Progressive Casualty Insurance Co
6300 Wilson Mills Road
Mayfield Village, Ohio 44143

Policy Number [redacted]

PROGRESSIVE®

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

MACARTHUR;AUTO;BODY;&;TOWING;INC.
170 E LINCOLN AVENUE
VALLEY STREAM NY 11580

Effective Date	Expiration Date
12/16/2024	12/16/2025
12:01 a.m.	12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.) Applicable with respect to the following Motor Vehicle:

2024 Year — RAM Make

3C7WRNDL8RG169972
Vehicle Identification Number
TOW TRUCK

Your Broker: EXECUTIVE PLANNERS
1-631-376-2200

THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND

WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.

The name of the registrant and the name of the insured must coincide.

REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE-REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.

Form No. 390 (05/06)

FS-20

Flatbed Tow Truck with Wheel Lift

Keep this document to show to the police and courts.

NEW YORK STATE REGISTRATION DOCUMENT

X TOW
12148TV
2015 FORD NONTRANSFERABLE
FLAT GY 1FDUF5GY4FEA65501
019500 G10 JH831850 MAR 12 2025
Wt/Seats Fuel/Cyl SNS NYC450
MACARTHUR AUTO BODY Expires 03/31/26
& TOWING INC *NYMA*
17 EAST LINCOLN AVE 112.25
.VALLY STREAM NY 11580

ANNUAL CHG
AMT PAID (INCL ADD CHG)

JH831850 VOID IF ALTERED EXCEPT FOR ADDRESS 1527.25

NEW YORK STATE INSURANCE IDENTIFICATION CARD

413 PROGRESSIVE CASUALTY INS. CO.

Policy Number [redacted]

Name & Address of Issuer WILLIAM F JANKOWSKI AGENCY INC
382 WEST MAIN STREET
BABYLON NY 11702

Effective Date 03/11/2025 12:01 a.m.

Expiration Date 12/16/2025 12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.)

An authorized NEW YORK insurer has issued an Owner's Policy of liability insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

MACARTHUR;AUTO;BODY
&;TOWING;INC.
170 EAST LINCOLN AVE
VALLEY STREAM NY 11580

Applicable with respect to the following Motor Vehicle:

2015 (Year) FORD (Make)

1FDUF5GY4FEA65501
Vehicle Identification Number

TOW TRUCK

THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND

WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of Insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.

The name of the registrant and the name of the insured must coincide.

REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE-REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.

FS-20

Flatbed Tow Truck with Wheel Lift

X TRL
CG69654
2024 HOMES
TRLR WH
9950
WT/SEATS FUEL/CYL

NONTRANSFERABLE
5HABE1424RN126426
UTD4014 DEC 05 2024
003 UTD21F

Expires
12/31/25

MACARTHUR AUTOBODY
& TOWING INC
170 E LINCOLN AVE
VALLEY STREAM, NY 11580

$132.75
ANNUAL CHG
Amt. paid (incl. add chg)
$107.75

25550319 VOID IF ALTERED EXCEPT FOR ADDRESS

24-CONT (07/07)

NEW YORK STATE INSURANCE IDENTIFICATION CARD

PROGRESSIVE®

Policy Number [redacted]

413 Progressive Casualty Insurance Co
Name & Address of Issuer

Progressive Casualty Insurance Co
6300 Wilson Mills Road
Mayfield Village, Ohio 44143

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

MACARTHUR;AUTO;BODY;&;TOWING;INC.
170 E LINCOLN AVENUE
VALLEY STREAM NY 11580

Effective Date	Expiration Date
12/16/2024	12/16/2025
12:01 a.m.	12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.) Applicable with respect to the following Motor Vehicle:

2024 Year
Homesteade Make
5HABE142RN126426 Vehicle Identification Number

Your Broker: EXECUTIVE PLANNERS
1-631-376-2200

THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND

WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.

The name of the registrant and the name of the insured must coincide.

REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE-REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.

Form No. 1390 (05/08) FS-20

Traffic Incident Management Systems (TIMS) Trailer



TOWN OF HEMPSTEAD

2024/2025 Tow Car Driver

5

STEPHEN WESTFALL

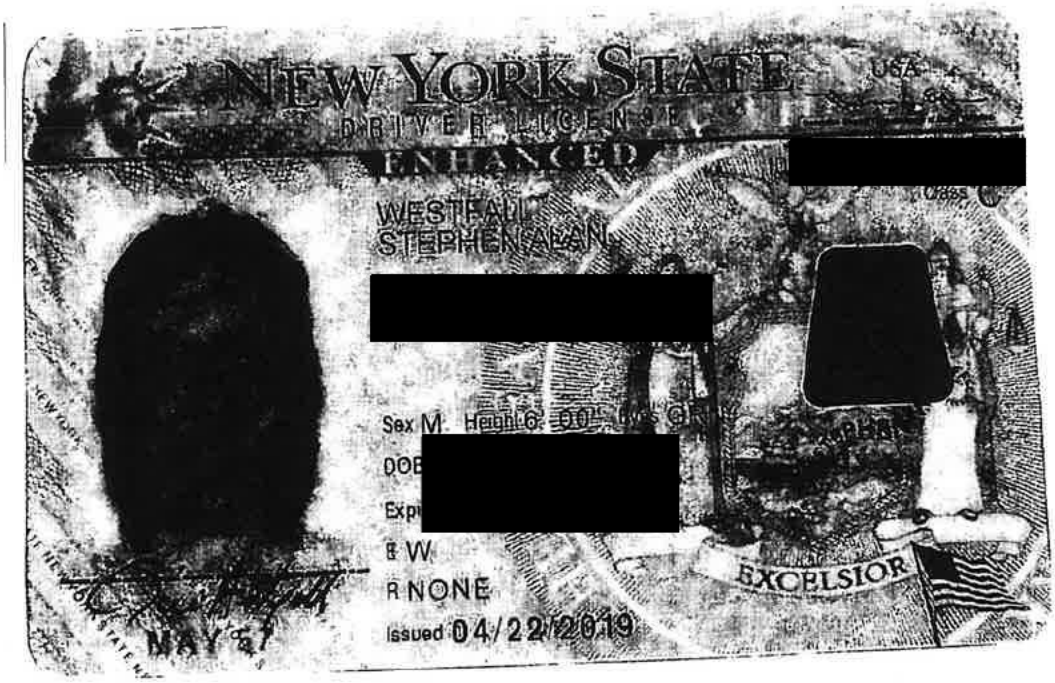
ISSUED: 6/5/2024

EXPIRES: 6/30/2025

Kate Murray

Kate Murray, Town Clerk

Passenger: Report all complaints to a Police Officer or to the Town Hall, Hempstead, N.Y. (516) 489-5000.



Driver / Owner





TOWN OF HEMPSTEAD

2025/2026 Tow Car Driver

6

MICHAEL LOUIS TALIERCIO

ISSUED: 6/4/2025

EXPIRES: 6/30/2026

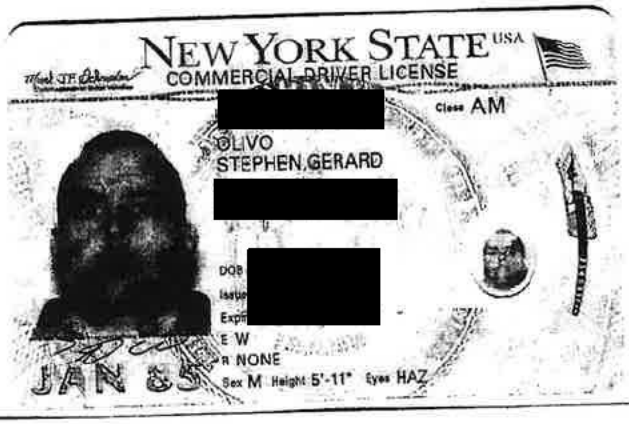
Kate Murray

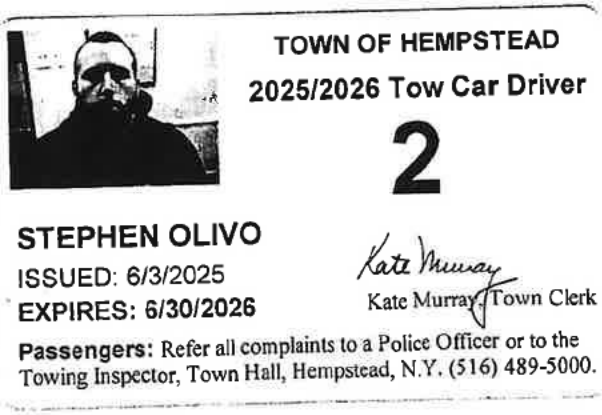
Kate Murray, Town Clerk

Passengers: Refer all complaints to a Police Officer or to the Towing Inspector, Town Hall, Hempstead, N.Y. (516) 489-5000.

Class A

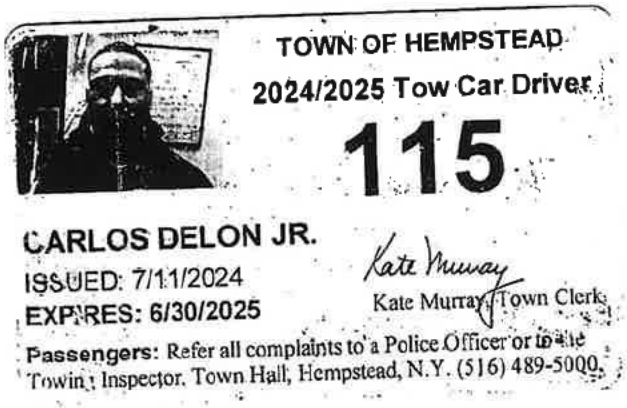
manager / driver





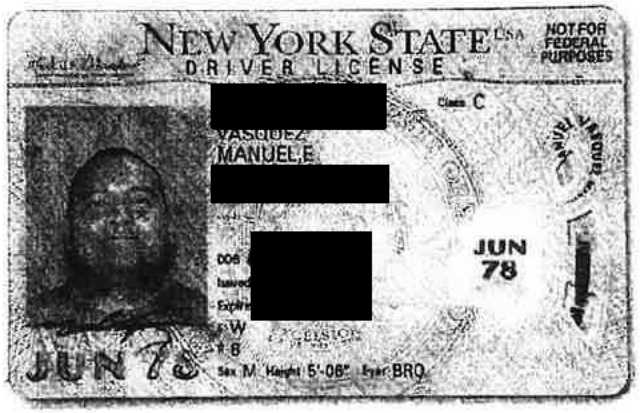
Class A manager / Driver

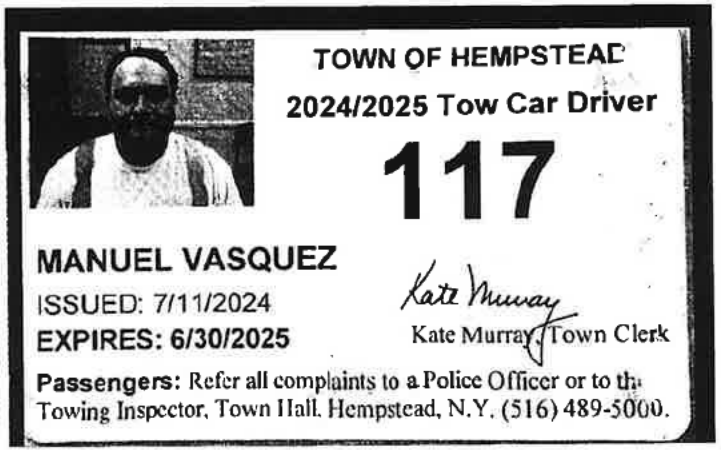
Class A Driver



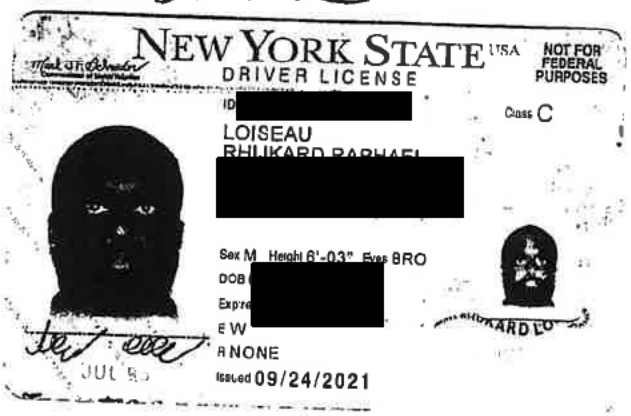


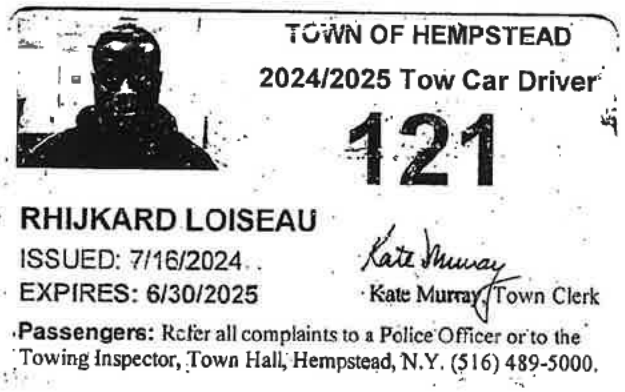
Driver


NEW YORK STATE
DRIVER LICENSE
NOT FOR FEDERAL PURPOSES
Class C
VASQUEZ
MANUEL E
JUN
78
JUN 78
Sex M Height 5'-06" Eyes BRO


TOWN OF HEMPSTEAD
2024/2025 Tow Car Driver
117
MANUEL VASQUEZ
ISSUED: 7/11/2024
EXPIRES: 6/30/2025
Kate Murray
Kate Murray, Town Clerk
Passengers: Refer all complaints to a Police Officer or to the Towing Inspector, Town Hall, Hempstead, N.Y. (516) 489-5000.

Driver


NEW YORK STATE USA
DRIVER LICENSE
NOT FOR FEDERAL PURPOSES
ID [redacted]
Class C
LOISEAU
RHIJKARD RAPHAEL
[redacted]
Sex M Height 6'-03" Eyes BRO
DOB [redacted]
Expires [redacted]
END NONE
Issued 09/24/2021


TOWN OF HEMPSTEAD
2024/2025 Tow Car Driver
121
RHIJKARD LOISEAU
ISSUED: 7/16/2024
EXPIRES: 6/30/2025
Kate Murray
Kate Murray, Town Clerk
Passengers: Refer all complaints to a Police Officer or to the Towing Inspector, Town Hall, Hempstead, N.Y. (516) 489-5000.

MAIN OFFICE
PRIMARY STORAGE

COMMERCIAL LEASE AGREEMENT

1. **THE PARTIES.** This Commercial Lease Agreement ("Agreement") made on May 1, 2023, by and between:

   Landlord: LIBLA REALTY corp, with a mailing address of 150 EAST MERRICK RD VALLEY STREAM 11580 ("Landlord"), and

   Tenant: MAC ARTHUR AUTO Body & TOWING INC ("Tenant").

   The Landlord and Tenant are each referred to herein as a "Party" and, collectively, as the "Parties."

2. **DESCRIPTION OF LEASED PREMISES.** The Landlord agrees to lease to the Tenant the following described space:

   Street Address: 170 EAST ~~MERRICK~~ LINCOLN AVE VALLEY STREAM NY 11580
   Square Feet: 2500 SF
   Type of Space: INDUSTRIAL (retail, office, industrial, etc.)
   Other Description: AUTO Body + STORAGE

   Hereinafter known as the "Premises."

3. **INITIAL TERM.** The term of this Agreement shall be for a period of 12 years starting on May 1, 2023, and expiring at midnight on April 30, 2035 ("Initial Term").

4. **OPTION TO RENEW.** The Tenant has: (check one)

   ☒ - **No Option to Renew.** This Agreement may only renew in an amendment to this Agreement or in a separate agreement.

   ☐ - **Option(s) to Renew.** The Tenant has the option(s) to renew this Agreement under the following terms:

   The Initial Term and any renewal periods mentioned shall be collectively referred to as the "Term."

5. **SECURITY DEPOSIT**. Under this Agreement: (check one)

☐ - **No Security Deposit is Required.** There shall be no deposit required for the successful performance of this Agreement by the Tenant ("Security Deposit").

☒ - **Security Deposit is Required.** $ 9000 - payment is required by the Tenant and is due and payable in advance of the Term or at the signing of this Agreement ("Security Deposit"), whichever occurs first. The Security Deposit shall be held in escrow by the Landlord in a separate bank account as security for the successful performance of the terms and conditions of this Agreement. The Security Deposit may not be used to pay the last month's Rent unless written permission is granted by the Landlord.

6. **RENT**. The Tenant agrees to pay Rent during the Initial Term with: (check one)

☒ - **No Rent Increases.** The Monthly Rent is: $ 4500 ~~00~~.

☐ - **Increases in Rent.** The Tenant shall be obligated to pay rent for the Initial Term in accordance with the following:

Hereinafter known as the "Base Rent."

7. **PERCENTAGE RENT**. In addition to the Base Rent, there shall be: (check one)

☒ - **No Percentage (%) Rent.**

☐ - **Percentage (%) Rent.** The Tenant shall be required to pay ____% of _____ (gross sales, net sales, etc.). Such payment shall be made with a receipt and proof of calculation and paid each: (check one)

- ☐ - Monthly
- ☐ - Quarterly
- ☐ - Annually

Hereinafter known as the "Percentage Rent." The Base Rent and the Percentage Rent shall be referred collectively to as the "Rent."

8. **LATE FEE**. If Rent has not been paid on the Due Date, there is: (check one)

☐ - **No Late Fee**. The Tenant shall not be liable to pay a penalty for any late payment due under this Agreement.

☒ - **A Late Fee**. If the Rent is not paid within 10 days of the Due Date, the Landlord will charge a: (check one)

☒ - Flat Fee. The late fee is $ 100% and applied per: (check one)

☒ - Occurrence that Rent is Late.

☐ - Day that Rent is Late and until it is paid-in-full.

☐ - Based on Interest. The late fee shall be calculated based on the unpaid Rent amount and accumulating at an interest rate of ____% per annum until paid-in-full.

All late payments made related to Rent shall be first applied to the late fee and all remaining amounts toward the outstanding Rent amounts.

9. **PERMITTED USES**. The Tenant agrees to use the Premises for: (check one)

☒ - **All Purposes**. The Tenant may use the Premises for any purpose legal under State and local laws.

☐ - **Specific Purposes (only).** _____. Any change in the above-mentioned purposes of the Premises shall only be permitted upon the Landlord's prior written consent.

10. **SHARE OF PROPERTY EXPENSES**. The Parties shall be obligated to pay for the following expenses related to the Premises:

Landlord's Share of Property Expenses:

Tenant's Share of Property Expenses:

11. LEASEHOLD IMPROVEMENTS. The Tenant is: (check one)

☐ - **Not Allowed to Make Leasehold Improvements.** The Tenant shall not be allowed to make leasehold improvements without the written consent of the Landlord.

☒ - **Allowed to Make Leasehold Improvements.** The Tenant shall be allowed to make leasehold improvements without the written consent of the Landlord.

12. GOVERNING LAW. This Agreement shall be governed by the laws in the State of New York.

13. NOTICES. Payments and notices shall be addressed to the following:

Landlord
Name: LIBLA REALTY CORP
Address: 150 E MERRICK RD Valley Stream NY 11580
E-Mail: STEVE LIBLA@OPTONLINE.NET
Phone: 516-561-6203

Tenant
Name: MAC ARTHUR Auto Body + Towing INC
Address: 170 EAST LINCOLN AVE Valley Stream NY 11580
E-Mail: MAC Auto Body 170@Gmail.com
Phone: 516 362-5352

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms and conditions of this Agreement by their signatures below on the dates indicated.

Landlord's Signature: _____ Date: MAY 1 2023
Print Name: STEVEN LIBLA

Tenant's Signature: _____ Date: MAY 1 2023
Print Name: STEPHEN WESTPHAL

Tenant's Signature: _____ Date: MAY 1 2023
Print Name: _____

SECONDARY STORAGE

COMMERCIAL LEASE AGREEMENT

1. **THE PARTIES**. This Commercial Lease Agreement ("Agreement") made on MAY 1, 2023, by and between:

   Landlord: ADDISON PLACE REALTY, with a mailing address of 150 E MERRICK RD VALLEY STREAM NY 11580 ("Landlord"), and

   Tenant: MAC ARTHUR AUTOMALL TOWING INC 170 E LINCOLN AVE VALLEY STREAM NY 11580 ("Tenant").

   The Landlord and Tenant are each referred to herein as a "Party" and, collectively, as the "Parties."

2. **DESCRIPTION OF LEASED PREMISES**. The Landlord agrees to lease to the Tenant the following described space:

   Street Address: 3-15 ADDISON PLACE
   Square Feet: 15,000 SF
   Type of Space: INDUSTRIAL STORAGE YARD AUTO & TRUCK (retail, office, industrial, etc.)
   Other Description: STORAGE YARD

   Hereinafter known as the "Premises."

3. **INITIAL TERM**. The term of this Agreement shall be for a period of 12 YEARS starting on MAY 1, 2023, and expiring at midnight on APRIL 30, 2035 ("Initial Term").

4. **OPTION TO RENEW**. The Tenant has: (check one)

   ☐ - **No Option to Renew.** This Agreement may only renew in an amendment to this Agreement or in a separate agreement.

   ☒ - **Option(s) to Renew**. The Tenant has the option(s) to renew this Agreement under the following terms:

   GOOD GUY CLAUSE AT MARKET RATE TO BE DETERMINED

   The Initial Term and any renewal periods mentioned shall be collectively referred to as the "Term."

5. **SECURITY DEPOSIT**. Under this Agreement: (check one)

☐ - **No Security Deposit is Required.** There shall be no deposit required for the successful performance of this Agreement by the Tenant ("Security Deposit").

☒ - **Security Deposit is Required.** $ 15,000.00 payment is required by the Tenant and is due and payable in advance of the Term or at the signing of this Agreement ("Security Deposit"), whichever occurs first. The Security Deposit shall be held in escrow by the Landlord in a separate bank account as security for the successful performance of the terms and conditions of this Agreement. The Security Deposit may not be used to pay the last month's Rent unless written permission is granted by the Landlord.

6. **RENT**. The Tenant agrees to pay Rent during the Initial Term with: (check one)

☒ - **No Rent Increases**. The Monthly Rent is: $ 7500.00.

☐ - **Increases in Rent.** The Tenant shall be obligated to pay rent for the Initial Term in accordance with the following:

Hereinafter known as the "Base Rent."

7. **PERCENTAGE RENT**. In addition to the Base Rent, there shall be: (check one)

☒ **No Percentage (%) Rent.**

☐ - **Percentage (%) Rent**. The Tenant shall be required to pay ____% of _____ (gross sales, net sales, etc.). Such payment shall be made with a receipt and proof of calculation and paid each: (check one)

- ☐ - Monthly
- ☐ - Quarterly
- ☐ - Annually

Hereinafter known as the "Percentage Rent." The Base Rent and the Percentage Rent shall be referred collectively to as the "Rent."

11. LEASEHOLD IMPROVEMENTS. The Tenant is: (check one)

☒ - **Not Allowed to Make Leasehold Improvements.** The Tenant shall not be allowed to make leasehold improvements without the written consent of the Landlord.

☐ - **Allowed to Make Leasehold Improvements.** The Tenant shall be allowed to make leasehold improvements without the written consent of the Landlord.

12. GOVERNING LAW. This Agreement shall be governed by the laws in the State of New York.

13. NOTICES. Payments and notices shall be addressed to the following:

Landlord
Name: ADDISON PLACE REALTY
Address: 150 EAST MERRICK RD
E-Mail: STEVE LIBERTO @ OPTONLINE.NET
Phone: 516 220 0245

Tenant
Name: MAC ARTHUR AUTOBODY & TOWING
Address: 170 EAST [redacted] LINCOLN AVE VALLEY STREAM NY 11580
E-Mail: MACAUTOBODY170@GMAIL.COM
Phone: 516 322-5350

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms and conditions of this Agreement by their signatures below on the dates indicated.

Landlord's Signature: [signature] Date: MAY 1 2023
Print Name: STEVEN LIBERTO

Tenant's Signature: [signature] Date: May 2023
Print Name: [illegible]

Tenant's Signature: [signature] Date: MAY 1 2023
Print Name: [illegible]

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

Definitions:

As used in this Appendix EE the term **"Executive Director"** shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term **"Subcontract"** shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term **"Subcontractor"** shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

As used in this Appendix EE the term **"Best Efforts Checklist"** shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term **"County Contract"** shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term **"County Contractor"** means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE **"Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises"** shall include, but

is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid

documents.

Rule:

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(b) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(c) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(d) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(e) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(f) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(g) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

(h) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed

Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(i) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(j) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(k) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(l) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(m) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days

(30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:
   Stephen A Westfall (Name)
   [redacted] (Address)
   [redacted] / 516-367-5350 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ (HAS) X (HAS NOT) not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____
   _____
   _____
   _____
   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ (HAS) X (HAS NOT) been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

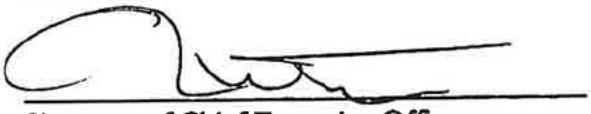
   _____
   _____
   _____
   _____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

5/3/2026

Dated



Signature of Chief Executive Officer

Stephen A Westfall

Name of Chief Executive Officer

Sworn to before me this

3rd day of May, 2026



Notary Public



NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Macarthur Auto Body & Towing

2. Amount requiring NIFA approval: $77,000.00

Amount to be encumbered: $77,000.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to Date of execution-five years

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is a new contract to provide vehicle impound and towing services for the Police Department. The Department requires these services to be available at the direction of the Department seven days a week/24 hours a day, to tow, store and release vehicles as needed by the Department. This contract has been awarded pursuant to Bid Number 96890-06115-120.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 07/24/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Stephen A Westfall [MACARTHURCOLLISION136@GMAIL.COM]

Dated: 03/19/2026 12:35:25 pm

Vendor: Macarthur Auto Body & Towing Inc

Title: President

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 03/19/2026

1) Proposer's Legal Name: MacArthur Auto Body & Towing Inc

2) Address of Place of Business: 170 East Lincoln Ave

City: Valley Stream State/Province/ Territory: NY Zip/Postal Code: 11580

Country: US

3) Mailing Address (if different): 170 East Lincoln Ave

City: Valley Stream State/Province/ Territory: NY Zip/Postal Code: 11580

Country: US

Phone: (516) 362-5350

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number:

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

"MacArthur Auto Body & Towing Inc" shares a common owner (Stephen A Westfall) with "MacArthur Collision and Towing Inc." (Springfield Gardens)

Neither company has ownership interests in the other.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

We have no such policies and/ or procedures at this time. If we are successful and are granted a Zone(s) under this bid, we will seek the advice of counsel and Nassau County PD to ensure that the appropriate procedures are implemented into our HR Process and Employee Handbook.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

05/06/2015

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Stephen A Westfall, [redacted] Owner/ President

iii) Name, address and position of all officers and directors of the company. If none, explain.

No other officers/ directors exist at this time.

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

11

vi) Annual revenue of firm;

1100000

vii) Summary of relevant accomplishments

MacArthur Autobody and Towing ("MacArthur Towing") opened in 2015 with one (1) tow truck. Over the years, we have steadfastly expanded the business to where it is today, 10 vehicles and over 30,000 ft2 of vehicle storage. MacArthur Towing's services now range from light to heavy duty towing, transport and recovery. We also offer full roadside assistance, hazmat remediation, and traffic control/ incident management ("TIMS") to keep Nassau County on the move.

We hold the industry's highest certifications and are accredited by all major NYC and Nassau County authorities.

viii) Copies of all state and local licenses and permits.

2 File(s) uploaded: 03192026_Nisw YQ^State DeparliTie.nf of Motor Vehicles . OFF10IA.pdf, 03192026_Nisw YQ^State DeparliTie.nf of Motor Vehicles . OFF10IA.pdf

B. Indicate number of years in business.

10.5

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

We hold a Town of Oyster Bay Tow License, however the town does not provide written licenses.
In addition, we are an authorized tower for the New York State Police.

To support our capacity and reliability, we have prepared a booklet which we will submit in hard-copy with our Bid, evidencing our:

1. General Company Information
2. Trucks, Equipment & Tow Operator Lists
3. Organization Capacity
4. Company Financials
5. Operations
6. Security Protocol

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	NEW HYDE PARK FIRE DISTRICT		
Contact Person	Reid Sakowich, Chairman		
Address	1555 Jericho Turnpike New Hyde Park, NY 11040		
City	New Hyde Park	State/Province/Territory	NY
Country	US		
Telephone	(516) 807-0054		
Fax #			
E-Mail Address	SakowichPlumbing@gmail.com		

Company	Geico		
Contact Person	Aaron Griffin, Zone 8 Field Supervisor		
Address	4295 Ocmulgee Boulevard E		
City	Macon	State/Province/Territory	GA
Country	US		
Telephone	(478) 538-0362		
Fax #			
E-Mail Address	AaronGriffin@GEICO.com		

Company	LIBLA Realty Corp.		
Contact Person	Steven Liberto		
Address	150 E. Merrick Rd.		
City	Valley Stream	State/Province/Territory	NY
Country	US		
Telephone	(516) 220-0245		
Fax #			
E-Mail Address	SteveLiberto@optonline.net		

I, Stephen A Westfall , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Stephen A Westfall , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Macarthur Auto Body & Towing Inc

Electronically signed and certified at the date and time indicated by:
Stephen A Westfall MACARTHURCOLLISION136@GMAIL.COM

President
Title

03/19/2026 12:22:35 pm
Date

New York State Department of Motor Vehicles

OFFICIAL BUSINESS CERTIFICATE

Validation Date and Number: 05/21/25 02399

THIS CERTIFICATE EXPIRES 04/30/27

FACILITY IDENTIFICATION NO. [redacted] RSB

This person is **REGISTERED AS A REPAIR SHOP**

pursuant to the provisions of the Vehicle and Traffic Law.

MACARTHUR AUTOBODY & TOWING INC
170 EAST LINCOLN AVE
VALLEY STREAM NY 11580

This document does not certify that this business complies with zoning and other local laws

POST IN A CONSPICUOUS PLACE

MV-61P (11/95)

License 017

Expires
December 31, 2026

VILLAGE OF VALLEY STREAM

OFFICE OF THE VILLAGE CLERK

This is to certify that Stephen WestFall of MacArthur Auto Body + Towing of Valley Stream N.Y., having filed an application pursuant to, and complied with, the provisions of the above ordinance is hereby licensed to own and operate within the incorporated areas of the Village of Valley Stream the tow cars bearing the decal numbers listed below.

Dated 01/01/26 Number of vehicles licensed 9 Fee paid $ 1,200.00

The following Village of Valley Stream decal numbers have been issued to the above named owner: Stephen WestFall

Permission is hereby given to the above named applicant to maintain and operate a

Tow Car Business

Edvin A Fare
Authorizing Officer

Based upon the application submitted therefor and subject to the provisions of the Code of the Village of Valley Stream and the laws of the State of New York.

James J Hunter
Village Clerk

THIS PERMIT MUST BE CONSPICUOUSLY DISPLAYED

New York State Department of Motor Vehicles

OFFICIAL BUSINESS CERTIFICATE

THIS CERTIFICATE EXPIRES 04/30/27

FACILITY IDENTIFICATION NO. [redacted] IVC

Validation Date and Number: 10/08/25 08033

This person is REGISTERED AS AN ITINERANT VEHICLE COLLECTOR pursuant to the provisions of the Vehicle and Traffic Law.

MACARTHUR AUTOBODY & TOWING INC
170 EAST LINCOLN AVE
VALLEY STREAM NY 11580

This document does not certify that this business complies with zoning and other local laws

POST IN A CONSPICUOUS PLACE

License
1

Expires
June 30, 2026

Town of Hempstead

2025/2026 TOW CAR OWNERS LICENSE

ISSUED UNDER PROVISIONS OF CHAPTER 183, CODE OF THE TOWN OF HEMPSTEAD
REGULATING THE OPERATION OF TOW CARS

This is to certify that MACARTHUR AUTO BODY & TOWING INC.

of VALLEY STREAM, N.Y. having filed an application pursuant to, and compiled with, the provisions of the above Chapter 183 of the Town of Hempstead Code, is hereby licensed to own and operate within the unincorporated areas of the Town of Hempstead the tow cars bearing the license numbers listed below.

Dated 8/20/2025 Number of Vehicles licensed 8 Fee Paid $650.00

The following Town of Hempstead license numbers have been issued to the above named owner:

1, 2, 3, 4, 5, 6, 7, 8

TOWN OF HEMPSTEAD, N.Y.

By Kate Murray
Kate Murray
Town Clerk

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Stephen A Westfall
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 170 East Lincoln Ave
   City: Valley Stream State/Province/ Territory: NY Zip/Postal Code: 11580
   Country US
   Telephone: 5163625350

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	05/06/2015	Treasurer	05/06/2015
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   I am the sole shareholder in MacArthur Auto Body & Towing Inc.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

I was the sole owner of all shares of MacArthur Collision and Towing Inc, until April 2025. This company is now owned by Michael Taliericio, who is my son.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Stephen A Westfall , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Stephen A Westfall , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Macarthur Auto Body & Towing Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Stephen A Westfall MACARTHURCOLLISION136@GMAIL.COM

President

Title

03/19/2026 12:30:54 pm

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: MacArthur Auto Body & Towing Inc

Address: 170 East Lincoln Ave

City: Valley Stream State/Province/Territory: NY Zip/Postal Code: 11580

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Closely Held Corp (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Stephen A Westfal[redacted]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

none

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

none

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

none

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

none

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Stephen A Westfall [MACARTHURCOLLISION136@GMAIL.COM]

Dated: 03/19/2026 12:32:50 pm

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
Macarthur Auto Body & Towing Inc.

170 East Lincoln Ave
Valley Stream NY 11580
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
(347) 723-2517

1c. Federal Employer Identification Number of Insured or Social Security Number
[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Proof Of Insurance

PROOF ONLY
VALLEY STREAM, NY 11580

3a. Name of Insurance Carrier
SHELTERPOINT LIFE INSURANCE COMPANY

3b. Policy Number of Entity Listed in Box "1a"
[redacted]

3c. Policy effective period
6/22/2025 to 6/21/2027

4. Policy provides the following benefits:
- [X] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

_____

_____

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 3/19/2026 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that Insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White - Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/17/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Stacy Twohig	
Colstan & Associates Inc. 512 Sunrise Highway, Suite B West Babylon, NY 11704	PHONE (A/C, No, Ext): (631)266-2800	FAX (A/C, No): (631)683-4423
	E-MAIL ADDRESS: service@colstan.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Sentinel Insurance Company, LTD	11000
INSURER B :	Trumbull Insurance Company	27120
INSURER C :	Hartford Fire Insurance Company	19682
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Macarthur Auto Body and Towing Inc
170 E Lincoln Ave.
Valley Stream, NY 11580

COVERAGES **CERTIFICATE NUMBER: 00020562-251124115559** **REVISION NUMBER: 9**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			[redacted]	11/12/2025	11/12/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY [X] SCHEDULED AUTOS NON-OWNED AUTOS ONLY			[redacted]	11/12/2025	11/12/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A C	Garagekeepers On Hook			[redacted]	11/12/2025 11/12/2025	11/12/2026 11/12/2026	Liab/Comp/Coll	1MIL/300K/300K 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF INSURANCE

CERTIFICATE HOLDER

PROOF OF INSURANCE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



(ST1)

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NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

SCAN TO VALIDATE
AND SUBSCRIBE

^^^^^^ 473944108
WILLIAM F JANKOWSKI AGENCY
382 W MAIN ST
BABYLON NY 11702

POLICYHOLDER	CERTIFICATE HOLDER
MACARTHUR AUTOBODY & TOWING INC. 170 E LINCOLN AVE VALLEY STREAM NY 11580	EVIDENCE OF INSURANCE NY NEW YORK NY 11111

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
[redacted]	[redacted]	05/07/2026 TO 05/07/2027	4/29/2026

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2397 942-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
STEPHEN WESTFALL
MACARTHUR AUTOBODY & TOWING INC
A ONE PERSON CORP

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 531518357

U-26.3

Certified: --

E-114-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE SEPTEMBER 8, 2026 1:58 PM

NIFS ID: CLPK26000004

Capital:

Contract ID #: **CQPK20000029-12**

NIFS Entry Date: **08/31/2026**

Department: Parks

Service: **Production / Consulting**

Term: from **05/01/2021** to **09/30/2026**

Contract Delayed: **X**

Slip Type: **Amendment**		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**Yes**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**Yes**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Rainbow Sound Inc.**	ID#:**112530747**
Main Address: **23 Potter Street** **FARMINGDALE, NY 11735**	
Main Contact: **Wayne Fairchild** Contract Specific Contact: **Eric Fairchild**	
Main Phone: **(631) 752-8869**	

Department:
Contact Name: **Darcy Belyea**
Address: **Administration Bldg.** **Eisenhower Park** **E. Meadow, NY 11554**
Phone: **(516) 572-0272**
Email: **contractroutingparks@nassaucountyny.gov**

Contract Summary

Purpose: The services to be provided by the Contractor under this Agreement per Exhibit A, Sound and Backline, shall consist of providing production, consulting and sound equipment per individual performance requirements for those productions and/or events requiring such equipment at Lakeside Theatre, Eisenhower Park, and at other park venues for Parks' events. For the term period ending September 30, 2026, the parties are increasing the maximum amount by sixty thousand dollars ($60,000.00), so that the total Maximum Amount to be paid under this contract, including any renewal term, shall not exceed seven-hundred thirty-five thousand dollars ($735,000.00). The total Maximum Amount is inclusive of any and all expenses, including travel.

Procurement History: Contract CQPK20000029 already in place since 2021

Description of General Provisions: Description of General Provisions Amended Payment Section 3 – the term of the Original Agreement was from May 1, 2021 through September 30, 2026; and may be renewed upon the same terms and conditions for one

(1) additional two (2) year term on the same terms and conditions as stated in the original contract;
The maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was one hundred twenty-five thousand dollars ($125,000.00) for a total of five (5) years (the "Maximum Amount"), not to exceed twenty-five thousand dollars ($25,000.00) per year;
Amendment #1 increased the maximum amount to be paid to the Contractor as full consideration for the services under this Agreement to seventy-five thousand dollars ($75,000.00) per year;
Amendments #2 and #3 increased the maximum amount to be paid to the Contractor as full consideration for services under this Agreement to one-hundred fifty-thousand dollars ($150,000.00) per year for the period of May 1, 2023 through April 30, 2025; and
For the term period ending September 30, 2026, the parties are increasing the maximum amount by sixty thousand dollars ($60,000.00), so that the total Maximum Amount to be paid under this contract, including any renewal term, shall not exceed seven-hundred thirty-five thousand dollars (735,000.00). The total Maximum Amount is inclusive of any and all expenses, including travel.

Impact on Funding / Price Analysis: $150,000.00 has already been encumbered for the period of May 2023 through September 26 along with an additional $60,000.00 for the period of May 2023 through September 2026..

Change in Contract from Prior Procurement: n/a

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 01/18/2023

Original procurement method: RFP PK0318-2015 issued March 18, 2020, Original Agreement, Amendment 1, Amendment 2, and Amendment 3 attached.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

If this is a contract with an individual or with an entity that has only one or two employees, check if applicable:

☑ A review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contracts and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GRT	97	9700	DE	PKGRT9700OTH	DE500	PKGRT9700OTH DE500	12	$60,000.00
Grant Number		PK97						
Grant Detail		26						
						TOTAL		**$60,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$60,000.00
Total	**$60,000.00**

Routing Slip

Department			
NIFS Entry	Patti Buffolino	09/02/2026 12:51PM	Approved
NIFS Final Approval	Matthew Ronan	09/02/2026 03:33PM	Approved
Final Approval	Matthew Ronan	09/03/2026 10:25AM	Approved
County Attorney			
Approval as to Form	Salvatore Spezio	09/04/2026 02:15PM	Approved
RE & Insurance Verification	Shannon Molloy	09/03/2026 11:34AM	Approved
NIFS Approval	Mary Nori	09/04/2026 03:27PM	Approved
Final Approval	Mary Nori	09/04/2026 03:27PM	Approved
OMB			
NIFS Approval	Raquel Rosen	09/03/2026 11:16AM	Approved
NIFA Approval	Irfan Qureshi	09/04/2026 02:10PM	Approved
Final Approval	Irfan Qureshi	09/04/2026 02:10PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	09/04/2026 03:34PM	Approved
DCE Compliance Approval	Andrew Levey	09/04/2026 04:01PM	Approved
Vertical DCE Approval	Arthur Walsh	09/08/2026 01:35PM	Approved
Final Approval	Arthur Walsh	09/08/2026 01:35PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	09/08/2026 01:38PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending

Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION & MUSEUMS AND RAINBOW SOUND, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Rainbow Sound, Inc., to provide production, consulting and sound equipment services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the amendment to the agreement with Rainbow Sound, Inc.

AMENDMENT NO. 4

This AMENDMENT, dated as of the date last executed by the parties hereto, (together with any exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Parks, Recreation & Museums, having its principal office at the Administration Building, Eisenhower Park, East Meadow, New York 11554 (the "Department"), and (ii) Rainbow Sound, Inc. New York company, having its principal address at 23 Potter Street, Farmingdale, New York, New York 11735 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to Contract for Services between the County and the Contractor, having the contract ID# CQPK20000029, executed on behalf of the County on June 8, 2021 (the "Original Agreement"), the Contractor provides production, consulting and sound equipment for performance requirements for those productions and/or events requiring such services for various special events held at Nassau County Parks, which services are more fully described in the Original Agreement;

WHEREAS, the term of the Original Agreement was from May 1, 2021 through September 30, 2026; and may be renewed upon the same terms and conditions for one (1) additional two (2) year term on the same terms and conditions as stated in the original contract;

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was one hundred twenty-five thousand dollars ($125,000.00) for a total of five (5) years (the "Maximum Amount"), not to exceed twenty-five thousand dollars ($25,000.00) per year;

WHEREAS, Amendment #1 increased the maximum amount to be paid to the Contractor as full consideration for the services under this Agreement to seventy-five thousand dollars ($75,000.00) per year;

WHEREAS, Amendments #2 and #3 increased the maximum amount to be paid to the Contractor as full consideration for services under this Agreement to one-hundred fifty-thousand dollars ($150,000.00) per year for the period of May 1, 2023 through April 30, 2025; and

WHEREAS, the County and the Contractor desire to amend the Original Agreement to further increase the maximum amount by sixty thousand dollars ($60,000.00) for the term period ending September 30, 2026.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Subsection (a) of paragraph three (3) of the Original Agreement shall be amended to read as follows:

> (a) Amount of Consideration For the term period ending September 30, 2026, the parties are increasing the maximum amount by sixty thousand dollars ($60,000.00), so that the total Maximum Amount to be paid under this contract, including any renewal term, shall not exceed seven-hundred thirty-five thousand

dollars ($735,000.00). The total Maximum Amount is inclusive of any and all expenses, including travel.

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

RAINBOW SOUND, INC.

By: _____
Name: Eric Fairchild
Title: C.O.O.
Date: 8/27/26

NASSAU COUNTY

By: _____
Name: _____
Title: _____
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 27th day of August in the year 2026 before me personally came Eric Fairchild to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the COO of Rainbow Sound Inc, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

SANDRA LOPEZ
Notary Public - State of New York
NO. 01LO6330602
Qualified in Nassau County
My Commission Expires Nov 1, 2026

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Rainbow Sound Inc.

2. Amount requiring NIFA approval: $60,000.00

Amount to be encumbered: $60,000.00

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 05/01/2021 to 09/30/2026

Has work or services on this contract commenced? Yes

If yes, please explain: Contract in place since 2021

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)	
Capital Improvement Fund (CAP)		Other	X
		Hotel Motel Tax Funds	
Federal %	0		
State %	0		
County %	0		
Other %	100		

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The services to be provided by the Contractor under this Agreement per Exhibit A, Sound and Backline, shall consist of providing production, consulting and sound equipment per individual performance requirements for those productions and/or events requiring such equipment at Lakeside Theatre, Eisenhower Park, and at other park venues for Parks' events. For the term period ending September 30, 2026, the parties are increasing the maximum amount by sixty thousand dollars ($60,000.00), so that the total Maximum Amount to be paid under this contract, including any renewal term, shall not exceed seven-hundred thirty-five thousand dollars ($735,000.00). The total Maximum Amount is inclusive of any and all expenses, including travel.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 09/04/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Wayne Fairchild [RAINBOWSOUNDINC@AOL.COM]

Dated: 07/31/2026 10:11:24 am

Vendor: Rainbow Sound

Title: CEO

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Wayne Fairchild
   Date of birth: 08/06/1951
   Home address: 414 Ferndale Ct
   City: Copaigue State/Province/Territory: NY Zip/Postal Code: 11726
   Country: US

   Business Address: 23 Potter Street
   City: Farmingdale State/Province/Territory: NY Zip/Postal Code: 11735
   Country US
   Telephone: (631) 752-8869

   Other present address(es): Office - Rainbow Sound - 23 Potter St.
   City: FARMINGDALE State/Province/Territory: NY Zip/Postal Code: 11735
   Country: US
   Telephone: 6317528869

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	10/01/1980	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   60% equity

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
CEO of Fairchild Realty Holdings, Inc.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Wayne Fairchild , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Wayne Fairchild , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Rainbow Sound

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Wayne Fairchild RAINBOWSOUNDINC@AOL.COM

President & CEO

Title

08/14/2026 11:45:55 am

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Eric Fairchild
   Date of birth: 10/11/1985
   Home address: 23 Potter St.
   City: Farmingdale State/Province/Territory: NY Zip/Postal Code: 11735
   Country: US

   Business Address: 23 Potter Street
   City: Farmingdale State/Province/Territory: NY Zip/Postal Code: 11735
   Country US
   Telephone: (631) 752-8869

   Other present address(es): Office - Rainbow Sound - 23 Potter St.
   City: FARMINGDALE State/Province/Territory: NY Zip/Postal Code: 11735
   Country: US
   Telephone: 6317528869

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	08/01/2010
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   40% equity

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

COO of Fairchild Realty.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Eric Fairchild , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Eric Fairchild , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Rainbow Sound Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Eric Fairchild INFO@RAINBOWSOUND.NET

COO
Title

07/31/2026 01:33:23 pm
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 07/31/2026

1) Proposer's Legal Name: Rainbow Sound Inc.

2) Address of Place of Business: 23 Potter Street

City: FARMINGDALE State/Province/ Territory: NY Zip/Postal Code: 11735

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: NY Zip/Postal Code:

Country: US

Phone:

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: 119265197

5) Federal I.D. Number: 112530747

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

In the event a conflict arises, the County will be notified to make a determination.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

04/25/1980

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

None, just officers listed in (iii)

iii) Name, address and position of all officers and directors of the company. If none, explain.

Eric Fairchild - Secretary & C.O.O.
23 Potter Street
Farmingdale NY 11735

Wayne Fairchild - President & C.E.O
23 Potter Street
Farmingdale NY 11735

First Name	Eric				
Last Name	Fairchild				
MI		Suffix			
Address	23 Potter Street				
City	Farmingdale	State/Province/ Territory	NY	Zip/ Postal Code	11735
Country	US				
Position	COO				

First Name	Wayne				
Last Name	Fairchild				
MI		Suffix			
Address	23 Potter Street				
City	FARMINGDALE	State/Province/ Territory	NY	Zip/ Postal Code	11735
Country	US				
Position	President				

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

8

vi) Annual revenue of firm;

1500000

vii) Summary of relevant accomplishments

Designed and installed complete sound system for Stony Brook university
Production for New York Road Runners for the past 5 years 60 events a year including providing sound for the New York Marathon
City of New York park Foundation Concert Series 50 show per summer
The New Nassau Coliseum has used our services for many events, including The New York Tennis Open and the Cirque du Soleil shows

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

39

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

We provide production for approximately 250 events per year. Our service include the rental, operation of and installation of sound systems, lighting, backline equipment and staging for these events. Our staff provides the expertise to help our clients with the latest of equipment and experienced operators.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Staller Center for the Arts		
Contact Person	Elizabeth Silver		
Address	Stony Brook University		
City	Stony Brook	State/Province/Territory	NY
Country	US		
Telephone	(631) 632-7236		
Fax #			
E-Mail Address	elizabeth.silver@stonybrook.edu		

Company	City Parks Foundation		
Contact Person	Tondrae Kemp		
Address	830 Fifth Avenue		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 360-3329		
Fax #			
E-Mail Address	tkemp@cityparksfoundation.org		

Company	New York Road Runners		
Contact Person	John Welsh		
Address	156 W 56th St, 5th FL		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 401-5716		
Fax #			
E-Mail Address	jwelsh@nyrr.org		

I, Wayne Fairchild , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Wayne Fairchild , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Rainbow Sound Inc

Electronically signed and certified at the date and time indicated by:
Wayne Fairchild RAINBOWSOUNDINC@AOL.COM

CEO
Title

07/31/2026
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Rainbow Sound Inc.

Address: 23 Potter Street

City: FARMINGDALE State/Province/Territory: NY Zip/Postal Code: 11735

Country: US

2. Entity's Vendor Identification Number: 11-2530747

3. Type of Business: Other (specify) S Corporation

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

First Name	Eric				
Last Name	Fairchild				
MI		Suffix			
Address	23 Potter Street				
City	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	COO				

First Name	Wayne				
Last Name	Fairchild				
MI		Suffix			
Address	23 Potter Street				
City	FARMINGDALE	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	President				

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing

this section.
If none, explain.

Wayne Fairchild, Eric Fairchild

First Name	Wayne				
Last Name	Fairchild				
MI		Suffix			
Address	23 Potter Street				
City	FARMINGDALE	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	President				

First Name	Eric				
Last Name	Fairchild				
MI		Suffix			
Address	23 Potter Street				
City	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	COO				

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

No lobbyists involved in this matter.

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

No lobbyists involved in this matter.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

No lobbyists involved in this matter.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Wayne Fairchild [RAINBOWSOUNDINC@AOL.COM]

Dated: 07/31/2026 10:13:38 am

Title: CEO

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Supple-Merrill & Driscoll, Inc. Insurance Agents and Brokers
550 El Dorado Street
Pasadena, CA 91102

Phone No. (626) 795-9921 Fax No. (626) 577-6656

CONTACT NAME: David L. Merrill
PHONE (A/C, No, Ext): (626) 795-9921 FAX (A/C, No): (626) 577-6656
E-MAIL ADDRESS: service@productioninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AGL - American Guarantee and Liability Insurance Company	26247
INSURER B : ZAI - Zurich American Insurance Company	16535
INSURER C : ZII - Zurich American Insurance Company of Illinois	27855
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Rainbow Sound, Inc.
23 Potter St
Farmingdale, NY 11735

Phone No. (516) 249-5200 Fax No.

COVERAGES **CERTIFICATE NUMBER:** 1207354 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
ZAI	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X	FLM1460329-05	10/29/2025	10/29/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
ZAI	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	[ ] ANY AUTO	X	X	FLM1460329-05	10/29/2025	10/29/2026	BODILY INJURY (Per person)	$	Included
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	Included
ZAI	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			FLM1460329-05	10/29/2025	10/29/2026	PROPERTY DAMAGE (Per accident) Max per Auto / Max Aggregate	$	125,000 / 500,000
	X AUTO PHYSICAL DAMAGE							$	
AGL	[ ] UMBRELLA LIAB X OCCUR			SXS1190062-05	10/29/2025	10/29/2026	EACH OCCURRENCE	$	5,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	5,000,000
	[ ] DED [ ] RETENTION $							$	
ZII	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC1031544-05	10/29/2025	10/29/2026	X PER STATUTE [ ] OTH-ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] (Mandatory in NH)	N/A	X				E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			Proof of Workers Compensation Insurance only.			E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
ZAI	Inland Marine			FLM1460329-05	10/29/2025	10/29/2026	See Attached		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

Certificate Holder is named as an Additional Insured and Loss Payee as their interests may appear.

All coverages expire at 12:01 a.m. Standard Time.

CERTIFICATE HOLDER

Nassau County
Eisenhower Park, East Meadow
NY, NY 11554
United States Of America

Phone No. Fax No.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

ADDITIONAL COVERAGE DETAILS

DATE (MM/DD/YY)
10/03/2025

INSURED Rainbow Sound, Inc.

The following is attached to and made part of certificate number 1207354.

Policy Details	Coverage	Limit	Deductible
Inland Marine			
Company:	Zurich American Insurance Company		
Policy Number:	FLM1460329-05		
*Period:	10/29/2025 - 10/29/2026: 365 Day(s)		
	Miscellaneous Rented Equipment	150,000	1,500
	Owned Equipment	Excluded	
	Props, Sets & Wardrobes	25,000	1,500
	Rented Furs, Jewelry, Art & Antiques Coverage	Excluded	
	Negative Film, Videotape and Digitalized Image	50,000	Not Applicable
	Faulty Stock, Camera & Processing	50,000	10% of each loss, $2,500 minimum, $7,500 maximum
	Faulty Stock, Camera & Processing - Broad Form	Excluded	
	Library Stock Coverage	Excluded	
	Extra Expense	10,000	1,500
	Third Party Property Damage	250,000	2,000
	Office Contents	25,000	1,500
	Cast Coverage		
	Cast Extra Expense	Excluded	
	Cast Covered Person Extension (no sickness)	Excluded	
	Cast Covered Person Extension Aggregate (sickness)	Excluded	
	Cast Covered Person Extension Per Person (sickness)	Excluded	
	Cast Family Bereavement Extension	Excluded	
	Cast Essential Person	Excluded	
	Animal Death, Illness, Injury	Excluded	
	Animal Extra Expense	Excluded	
	Hired/Non-Owned Physical Damage-Aggregate	500,000	
	Hired/Non-Owned Physical Damage-Per Vehicle	125,000	10% of loss, $1,500 minimum, $7,500 maximum
	Rental Cost Reimbursement	Excluded	
	EDP		
	EDP (Electronic Data Processing Equipment)	Excluded	
	Limited Computer Virus Coverage	Excluded	
	Accounts Receivable	Excluded	
	Valuable Papers and Records	Excluded	
	Money & Securities	Excluded	
	Civil Authority	Excluded	
	Agency And Talent Re-Shoot Costs	Excluded	
	Strikes or Civil Protest	Excluded	
	Waiver of Subrogation	Excluded	
	Coverage Extension Endorsement		
	Coverage Extension Endorsement	Excluded	
	Cinema Production Enhancement Endorsement		
	Cinema Production Enhancement Endorsement	Excluded	
	Unattended Vehicle Exclusion	Exclusion Removed	

Policy Details	Coverage	Limit	Deductible
	Worldwide Coverage	Excluded	
	Terrorism	Included	

*All coverages expire at 12:01 a.m. Standard Time.

Coverage is not afforded for stunts & pyrotechnics except for those declared, scheduled and accepted by the insurance company(s).

For a complete listing of coverages, terms, conditions and exclusions, please view your policy.

Scheduled Stunts and Railroad Scenes

DATE (MM/DD/YY)
10/03/2025

INSURED Rainbow Sound, Inc.

The following is attached to and made part of certificate number 1207354.

Stunts, Animals and Driving Scenes (0)

#	Type	Production Title	Items	Scenes	From	To

No scenes have been declared.

Railroad Scenes (0)

#	Type	Production Title	Scenes	From	To

No scenes have been declared.

Disclaimer

Excess Liability does not apply to any scheduled Railroad Contractual stunts.

DATE (MM/DD/YY)
10/03/2025

SCHEDULE OF FORMS

Insured: Rainbow Sound, Inc.

This Schedule of Forms is attached to and made part of certificate number 1207354, as of 10/03/2025 at 03:25 PM PT, and lists the forms included in the policy(s) and subsequent endorsement (s) at the time this certificate was issued.

Form #	Ed.	Name
Entertainment Production Package		
Notices		
U-GU-319-F	0109	Important Notice - In Witness Clause
U-GU-874-BCW	0223	Notice of Disclosure for Agent and Broker Compensation
UGU873ACW	0611	Disclosure Statement
U-GL-1197-A CW	0104	Asbestos Exclusion Endorsement
U-GU-1191-ACW	0315	Sanctions Exclusion Endorsement
Common		
UGU727ACW	0806	Commercial Insurance Policy
UGU1292ACW	0422	Notice Of Important Provisions
UGUD310A	0193	Common Policy Declarations
UGU619ACW	1002	Schedule of Forms and Endorsements
UGU621ACW	1002	Schedule Of Named Insured(s)
UGU618ACW	1002	Schedule Of Locations
IL0017	1198	Common Policy Conditions
UABI111ANY	1020	Productions And Budget Limitations - New York
UABI106ACW	0117	Schedule Of Feature Film Productions
UABI100ACW	0117	Schedule Of Productions
UABI105ACW	0117	Non-Insured Production Entity Exclusion
UABI101ACW	0117	Definition Of Employee
UAB100ACW	0117	Minimum Earned Premium Endorsement
IL0185	0808	New York Changes - Calculation Of Premium
IL0003	0908	Calculation of Premium
U-GU-630-ECW	0120	Disclosure of Important Information Relating to Terrorism Risk Insurance Act
Inland Marine		
UABMD104ACW	0117	Commercial Inland Marine Declarations Entertainment Program
UGU619ACW	1002	Schedule of Forms and Endorsements
CM0001	0904	Commercial Inland Marine Conditions
UABM133ACW	0117	Common Conditions, Exclusions And Definitions
UABM105ACW	0117	Miscellaneous Equipment Coverage Form
UABM106ACW	0117	Props, Sets And Wardrobe Coverage Form
UABM107ACW	0117	Negative Film, Videotape And Digitized Image Coverage Form
UABM108ACW	0117	Faulty Stock, Camera And Processing Coverage Form
UABM109ACW	0117	Third Party Property Damage Coverage Form
UABM110ACW	0117	Extra Expense Coverage Form
UABM112ACW	0117	Office Furniture And Fixtures And Improvements And Betterments Coverage Form
UABM185ACW	0618	Unmanned Aircraft Endorsement
UABM165ACW	0117	Vehicle Physical Damage Limit And Rate Schedule (Non-Owned, Hired, Loaned Or Donated Land Vehicles)
UABM111ACW	1217	Vehicle Physical Damage Coverage Form
UABM115ACW	0117	Composite Rate Endorsement
UABM103ACW	0117	Loss Payable Endorsement
UABM128ACW	0117	Excluded Property Endorsement
UABM100ACW	0117	Stunt, Animal Exposure And Pyrotechnic Exclusion
IL0183	0808	New York Changes - Fraud Endorsement
IL0268	0114	New York Changes - Cancellation and Nonrenewal
CM0104	0915	New York Changes
U-GU-767-BCW	0115	Cap on Losses From Certified Acts of Terrorism
General Liability		
UABLD100BCW	0119	Commercial General Liability Coverage Part Declarations
UGU619ACW	1002	Schedule of Forms and Endorsements
CG0001	0413	Commercial General Liability Coverage Form
CG2011	1219	Additional Insured - Managers of Lessors of Premises
CG2012	1219	Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
CG2026	1219	Additional Insured - Designated Person or Organization
CG2028	1219	Additional Insured - Lessor of leased equipment
CG2404	1219	Waiver of Transfer of Rights of Recovery Against Others to Us
U-GL-1327-BCW	0413	Other Insurance Amendment - Primary And Non- Contributory
UABL128ACW	0117	Additional Insured - Owners Or Lessees Scheduled Person Or Organization Primary and Noncontributory Coverage
UABL121ACW	0117	Limited Stationary Aircraft Coverage
CG2109	0615	Exclusion - Unmanned Aircraft
CG2106	0514	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception
CG2106	1223	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception
CG4035	1223	Exclusion - Cyber Incident
CG0069	1223	Exclusion - Violation of Law Addressing Data Privacy
U-GL-1178-A-CW	0703	Asbestos Exclusion
CG2147	1207	Employment Related Practices Exclusion
U-GL-1517-BCW	0413	Collection or Distribution of Material or Information in Violation of Law Exclusion
UABL101ACW	0117	Premium Rate Schedule
UABL131ACW	0117	Non-Performing Animal Exclusion
UABL102ACW	0117	Property Damage To Rented Premises Exclusion
UABL129ACW	0117	Assault And Battery Exclusion
UGL1250ACW	0905	Abusive Act Liability Exclusion

SCHEDULE OF FORMS

DATE (MM/DD/YY)
10/03/2025

Insured: Rainbow Sound, Inc.

This Schedule of Forms is attached to and made part of certificate number 1207354, as of 10/03/2025 at 03:25 PM PT, and lists the forms included in the policy(s) and subsequent endorsement (s) at the time this certificate was issued.

Form #	Ed.	Name
UABL122ACW	0117	Newly Acquired Or Formed Entity Exclusion
UABL107ACW	0117	Exclusion - Insureds Conducting Media, Entertainment, Or Internet Type Operations
UABL130ACW	0117	Informational Content Exclusion
UABL135ACW	0117	Media Content Exclusion
UABL137ACW	0117	Cross Suits Exclusion
UABL138ACW	0117	Personal And Advertising Injury - Exclusion Of False Arrest, Detention, Imprisonment, Libel, Slander, Right Of Privacy, Advertising Idea, And Copyright, Trademark Or Trade Secret
UABL133ACW	0117	Partnership, Joint Venture And Limited Liability Company Limitation
UABL103ANY	0517	Stunt, Pyrotechnic And Animal Exposure Exclusion - New York
CG2132	0509	Communicable Disease Exclusion
CG0104	1204	New York Changes - Premium Audit
IL0268	0114	New York Changes - Cancellation and Nonrenewal
CG2621	1091	New York Changes - Transfer of Duties When a Limit of Insurance is Used Up
UABL105ANY	0117	Commercial General Liability Changes - New York
U-GU-767-BCW	0115	Cap on Losses From Certified Acts of Terrorism
Automobile		
U-CA-531-B	0208	Notice Regarding Terrorism Premium (for Commercial Automobile Ins)
UCAD600DNY	1021	Business Auto Declarations - New York
UGU619ACW	1002	Schedule of Forms and Endorsements
CA0112	0121	New York Changes In Business Auto And Motor Carrier Coverage Forms
CA0001	1120	Business Auto Coverage Form
CA0444	1013	Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)
CA0102	0498	New York Changes - For Hire Autos
IL0183	0808	New York Changes - Fraud Endorsement
CA2232	1118	New York Mandatory Personal Injury Protection Endorsement
CA2048	1013	Designated Insured
Workers' Compensation Policy		Policy form assignment to be handled by insurance carrier.
Excess Liability Policy		
Excess Liability		
Notices		
U-GU-319-F	0109	Important Notice - In Witness Clause
U-GU-1191-ACW	0315	Sanctions Exclusion Endorsement
U-GU-874-BCW	0223	Notice of Disclosure for Agent and Broker Compensation
Forms		
U-SXS-104-ACW	0911	Straight Excess Liability Policy (jacket)
UGU621ACW	1002	Schedule Of Named Insured(s)
U-SXS-D-100-ACW	0911	Straight Excess Liability Policy Declarations
U-SXS-101-ANY	0912	Schedule of Underlying Insurance - New York
U-SXS-103-ACW	0911	Schedule of Forms & Endorsements
U-GU-630-ECW	0120	Disclosure of Important Information Relating to Terrorism Risk Insurance Act
U-SXS-100-ACW	0911	Straight Excess Liability Policy
U-GU-767-BCW	0115	Cap on Losses From Certified Acts of Terrorism
U-SXS-117-BCW	0514	Professional Liability Limitation Endorsement
U-EXS-115-CCW	0411	Communicable Disease Exclusion
UEXS101BCW	0411	Abuse Or Molestation Exclusion
UEXS361BCW	0411	Designated Underlying Exclusion
U-EXS-312-FCW	0514	Exclusion - Recording and Distribution of Material or Information in Violation of Law
U-EXS-241-CNY	0213	New York Changes
U-SXS-120-ACW-NY	0911	Total Pollution Exclusion with Hostile Fire Exception
U-SXS-134-ANY	0912	New York Changes

Disclaimers

This Certificate of Liability Insurance includes the Type of Insurance, Limits, and Schedule of Forms in effect as of 10/03/2025 at 03:25 PM PT. It does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy nor confer any rights upon the certificate holder. You may be required to request an updated certificate in the event of subsequent policy modifications.

The information included in this certificate that has been provided by Abacus Insurance Brokers, LLC is for your information only, and does not create a contract or agency relationship between the certificate holder or any insured and Abacus Insurance Brokers, LLC. By accepting this certificate the certificate holder acknowledges that Abacus Insurance Brokers, LLC is not the agent of the certificate holder or any insured, but is solely the agent of the listed carrier(s). Abacus Insurance Brokers, LLC makes no representation whether the coverages listed herein are appropriate for the certificate holder or any insured. Please review the listed coverages carefully and direct any questions to your broker. For a complete listing of coverages, terms, conditions and exclusions, please view the referenced Policy(s).

Certificate Verification

Date (MM/DD/YYYY)
10/03/2025

Insured: Rainbow Sound, Inc.

Abacus provides an efficient website lookup tool for certificate holders to verify the authenticity of certificates of insurance.

1. Navigate to the website and input the verification code OR Scan the QR code.
2. The actual certificate issued through the Abacus Platform will download.
3. Compare the details of the downloaded certificate to the certificate presented by the client.

Website	Verification Code
www.abacus.net/verify-certificate	080YPCVYLM

About Certificates Issued through the Abacus.net Platform

- Abacus requires that all certificates be issued through the Abacus Platform. Certificates issued outside of the Abacus Platform are invalid.
- Certificates may be issued through the Abacus Platform by either the named insured (if registered through the Abacus Platform) or their Abacus registered insurance broker.
- Certificates with any stray marks, cross outs or alterations of any sort are invalid.
- Each certificate is numbered and correlates to the document issued through the Abacus Platform.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
RAINBOW SOUND INC
23 POTTER STREET
FARMINGDALE, NY 11735

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
631-752-8869

1c. Federal Employer Identification Number of Insured or Social Security Number
112530747

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Nassau County
Eisenhower Park, East Meadow
NY, NY, 11554

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL276126

3c. Policy effective period
03/13/2026 to 03/12/2027

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 4/1/2026 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Wade Harrison, President

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/ or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Supple-Merrill & Driscoll, Inc. Insurance Agents and Brokers
550 El Dorado Street
Pasadena, CA 91102
Phone No. (626) 795-9921 Fax No. (626) 577-6656

CONTACT NAME: David L. Merrill
PHONE (A/C, No, Ext): (626) 795-9921 **FAX (A/C, No):** (626) 577-6656
E-MAIL ADDRESS: service@productioninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AGL - American Guarantee and Liability Insurance Company	26247
INSURER B : ZAI - Zurich American Insurance Company	16535
INSURER C : ZII - Zurich American Insurance Company of Illinois	27855
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Rainbow Sound, Inc.
23 Potter St
Farmingdale, NY 11735
Phone No. (516) 249-5200 Fax No.

COVERAGES **CERTIFICATE NUMBER:** 1207354 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
ZAI	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR	X	X	FLM1460329-05	10/29/2025	10/29/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
ZAI	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	ANY AUTO	X	X	FLM1460329-05	10/29/2025	10/29/2026	BODILY INJURY (Per person)	$	Included
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	Included
ZAI	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			FLM1460329-05	10/29/2025	10/29/2026	PROPERTY DAMAGE (Per accident) Max per Auto / Max Aggregate	$	125,000 / 500,000
	X AUTO PHYSICAL DAMAGE							$	
AGL	UMBRELLA LIAB X OCCUR			SXS1190062-05	10/29/2025	10/29/2026	EACH OCCURRENCE	$	5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	5,000,000
	DED RETENTION $							$	
ZII	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC1031544-05	10/29/2025	10/29/2026	X PER STATUTE OTH-ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y	N/A	X				E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			Proof of Workers Compensation Insurance only.			E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
ZAI	Inland Marine			FLM1460329-05	10/29/2025	10/29/2026	See Attached		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES
Certificate Holder is named as an Additional Insured and Loss Payee as their interests may appear.

All coverages expire at 12:01 a.m. Standard Time.

CERTIFICATE HOLDER
Nassau County
Eisenhower Park, East Meadow
NY, NY 11554
United States Of America
Phone No. Fax No.

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
David Merrill

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This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

ADDITIONAL COVERAGE DETAILS

DATE (MM/DD/YY)
10/03/2025

INSURED Rainbow Sound, Inc.

The following is attached to and made part of certificate number 1207354.

Policy Details	Coverage	Limit	Deductible
Inland Marine			
Company:	Zurich American Insurance Company		
Policy Number:	FLM1460329-05		
*Period:	10/29/2025 - 10/29/2026: 365 Day(s)		
	Miscellaneous Rented Equipment	150,000	1,500
	Owned Equipment	Excluded	
	Props, Sets & Wardrobes	25,000	1,500
	Rented Furs, Jewelry, Art & Antiques Coverage	Excluded	
	Negative Film, Videotape and Digitalized Image	50,000	Not Applicable
	Faulty Stock, Camera & Processing	50,000	10% of each loss, $2,500 minimum, $7,500 maximum
	Faulty Stock, Camera & Processing - Broad Form	Excluded	
	Library Stock Coverage	Excluded	
	Extra Expense	10,000	1,500
	Third Party Property Damage	250,000	2,000
	Office Contents	25,000	1,500
	Cast Coverage		
	Cast Extra Expense	Excluded	
	Cast Covered Person Extension (no sickness)	Excluded	
	Cast Covered Person Extension Aggregate (sickness)	Excluded	
	Cast Covered Person Extension Per Person (sickness)	Excluded	
	Cast Family Bereavement Extension	Excluded	
	Cast Essential Person	Excluded	
	Animal Death, Illness, Injury	Excluded	
	Animal Extra Expense	Excluded	
	Hired/Non-Owned Physical Damage-Aggregate	500,000	
	Hired/Non-Owned Physical Damage-Per Vehicle	125,000	10% of loss, $1,500 minimum, $7,500 maximum
	Rental Cost Reimbursement	Excluded	
	EDP		
	EDP (Electronic Data Processing Equipment)	Excluded	
	Limited Computer Virus Coverage	Excluded	
	Accounts Receivable	Excluded	
	Valuable Papers and Records	Excluded	
	Money & Securities	Excluded	
	Civil Authority	Excluded	
	Agency And Talent Re-Shoot Costs	Excluded	
	Strikes or Civil Protest	Excluded	
	Waiver of Subrogation	Excluded	
	Coverage Extension Endorsement		
	Coverage Extension Endorsement	Excluded	
	Cinema Production Enhancement Endorsement		
	Cinema Production Enhancement Endorsement	Excluded	
	Unattended Vehicle Exclusion	Exclusion Removed	

Policy Details	Coverage	Limit	Deductible
	Worldwide Coverage	Excluded	
	Terrorism	Included	

*All coverages expire at 12:01 a.m. Standard Time.

Coverage is not afforded for stunts & pyrotechnics except for those declared, scheduled and accepted by the insurance company(s).

For a complete listing of coverages, terms, conditions and exclusions, please view your policy.

Scheduled Stunts and Railroad Scenes

DATE (MM/DD/YY)
10/03/2025

INSURED Rainbow Sound, Inc.

The following is attached to and made part of certificate number 1207354.

Stunts, Animals and Driving Scenes (0)

#	Type	Production Title	Items	Scenes	From	To

No scenes have been declared.

Railroad Scenes (0)

#	Type	Production Title	Scenes	From	To

No scenes have been declared.

Disclaimer

Excess Liability does not apply to any scheduled Railroad Contractual stunts.

DATE (MM/DD/YY)
10/03/2025

SCHEDULE OF FORMS

Insured: Rainbow Sound, Inc.

This Schedule of Forms is attached to and made part of certificate number 1207354, as of 10/03/2025 at 03:25 PM PT, and lists the forms included in the policy(s) and subsequent endorsement (s) at the time this certificate was issued.

Form #	Ed.	Name
Entertainment Production Package		
Notices		
U-GU-319-F	0109	Important Notice - In Witness Clause
U-GU-874-BCW	0223	Notice of Disclosure for Agent and Broker Compensation
UGU873ACW	0611	Disclosure Statement
U-GL-1197-A CW	0104	Asbestos Exclusion Endorsement
U-GU-1191-ACW	0315	Sanctions Exclusion Endorsement
Common		
UGU727ACW	0806	Commercial Insurance Policy
UGU1292ACW	0422	Notice Of Important Provisions
UGUD310A	0193	Common Policy Declarations
UGU619ACW	1002	Schedule of Forms and Endorsements
UGU621ACW	1002	Schedule Of Named Insured(s)
UGU618ACW	1002	Schedule Of Locations
IL0017	1198	Common Policy Conditions
UABI111ANY	1020	Productions And Budget Limitations - New York
UABI106ACW	0117	Schedule Of Feature Film Productions
UABI100ACW	0117	Schedule Of Productions
UABI105ACW	0117	Non-Insured Production Entity Exclusion
UABI101ACW	0117	Definition Of Employee
UAB100ACW	0117	Minimum Earned Premium Endorsement
IL0185	0808	New York Changes - Calculation Of Premium
IL0003	0908	Calculation of Premium
U-GU-630-ECW	0120	Disclosure of Important Information Relating to Terrorism Risk Insurance Act
Inland Marine		
UABMD104ACW	0117	Commercial Inland Marine Declarations Entertainment Program
UGU619ACW	1002	Schedule of Forms and Endorsements
CM0001	0904	Commercial Inland Marine Conditions
UABM133ACW	0117	Common Conditions, Exclusions And Definitions
UABM105ACW	0117	Miscellaneous Equipment Coverage Form
UABM106ACW	0117	Props, Sets And Wardrobe Coverage Form
UABM107ACW	0117	Negative Film, Videotape And Digitized Image Coverage Form
UABM108ACW	0117	Faulty Stock, Camera And Processing Coverage Form
UABM109ACW	0117	Third Party Property Damage Coverage Form
UABM110ACW	0117	Extra Expense Coverage Form
UABM112ACW	0117	Office Furniture And Fixtures And Improvements And Betterments Coverage Form
UABM185ACW	0618	Unmanned Aircraft Endorsement
UABM165ACW	0117	Vehicle Physical Damage Limit And Rate Schedule (Non-Owned, Hired, Loaned Or Donated Land Vehicles)
UABM111ACW	1217	Vehicle Physical Damage Coverage Form
UABM115ACW	0117	Composite Rate Endorsement
UABM103ACW	0117	Loss Payable Endorsement
UABM128ACW	0117	Excluded Property Endorsement
UABM100ACW	0117	Stunt, Animal Exposure And Pyrotechnic Exclusion
IL0183	0808	New York Changes - Fraud Endorsement
IL0268	0114	New York Changes - Cancellation and Nonrenewal
CM0104	0915	New York Changes
U-GU-767-BCW	0115	Cap on Losses From Certified Acts of Terrorism
General Liability		
UABLD100BCW	0119	Commercial General Liability Coverage Part Declarations
UGU619ACW	1002	Schedule of Forms and Endorsements
CG0001	0413	Commercial General Liability Coverage Form
CG2011	1219	Additional Insured - Managers of Lessors of Premises
CG2012	1219	Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
CG2026	1219	Additional Insured - Designated Person or Organization
CG2028	1219	Additional Insured - Lessor of leased equipment
CG2404	1219	Waiver of Transfer of Rights of Recovery Against Others to Us
U-GL-1327-BCW	0413	Other Insurance Amendment - Primary And Non- Contributory
UABL128ACW	0117	Additional Insured - Owners Or Lessees Scheduled Person Or Organization Primary and Noncontributory Coverage
UABL121ACW	0117	Limited Stationary Aircraft Coverage
CG2109	0615	Exclusion - Unmanned Aircraft
CG2106	0514	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception
CG2106	1223	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception
CG4035	1223	Exclusion - Cyber Incident
CG0069	1223	Exclusion - Violation of Law Addressing Data Privacy
U-GL-1178-A-CW	0703	Asbestos Exclusion
CG2147	1207	Employment Related Practices Exclusion
U-GL-1517-BCW	0413	Collection or Distribution of Material or Information in Violation of Law Exclusion
UABL101ACW	0117	Premium Rate Schedule
UABL131ACW	0117	Non-Performing Animal Exclusion
UABL102ACW	0117	Property Damage To Rented Premises Exclusion
UABL129ACW	0117	Assault And Battery Exclusion
UGL1250ACW	0905	Abusive Act Liability Exclusion

DATE (MM/DD/YY)
10/03/2025

SCHEDULE OF FORMS

Insured: Rainbow Sound, Inc.

This Schedule of Forms is attached to and made part of certificate number 1207354, as of 10/03/2025 at 03:25 PM PT, and lists the forms included in the policy(s) and subsequent endorsement (s) at the time this certificate was issued.

Form #	Ed.	Name
UABL122ACW	0117	Newly Acquired Or Formed Entity Exclusion
UABL107ACW	0117	Exclusion - Insureds Conducting Media, Entertainment, Or Internet Type Operations
UABL130ACW	0117	Informational Content Exclusion
UABL135ACW	0117	Media Content Exclusion
UABL137ACW	0117	Cross Suits Exclusion
UABL138ACW	0117	Personal And Advertising Injury - Exclusion Of False Arrest, Detention, Imprisonment, Libel, Slander, Right Of Privacy, Advertising Idea, And Copyright, Trademark Or Trade Secret
UABL133ACW	0117	Partnership, Joint Venture And Limited Liability Company Limitation
UABL103ANY	0517	Stunt, Pyrotechnic And Animal Exposure Exclusion - New York
CG2132	0509	Communicable Disease Exclusion
CG0104	1204	New York Changes - Premium Audit
IL0268	0114	New York Changes - Cancellation and Nonrenewal
CG2621	1091	New York Changes - Transfer of Duties When a Limit of Insurance is Used Up
UABL105ANY	0117	Commercial General Liability Changes - New York
U-GU-767-BCW	0115	Cap on Losses From Certified Acts of Terrorism
Automobile		
U-CA-531-B	0208	Notice Regarding Terrorism Premium (for Commercial Automobile Ins)
UCAD600DNY	1021	Business Auto Declarations - New York
UGU619ACW	1002	Schedule of Forms and Endorsements
CA0112	0121	New York Changes In Business Auto And Motor Carrier Coverage Forms
CA0001	1120	Business Auto Coverage Form
CA0444	1013	Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)
CA0102	0498	New York Changes - For Hire Autos
IL0183	0808	New York Changes - Fraud Endorsement
CA2232	1118	New York Mandatory Personal Injury Protection Endorsement
CA2048	1013	Designated Insured
Workers' Compensation Policy		Policy form assignment to be handled by insurance carrier.
Excess Liability Policy		
Excess Liability		
Notices		
U-GU-319-F	0109	Important Notice - In Witness Clause
U-GU-1191-ACW	0315	Sanctions Exclusion Endorsement
U-GU-874-BCW	0223	Notice of Disclosure for Agent and Broker Compensation
Forms		
U-SXS-104-ACW	0911	Straight Excess Liability Policy (jacket)
UGU621ACW	1002	Schedule Of Named Insured(s)
U-SXS-D-100-ACW	0911	Straight Excess Liability Policy Declarations
U-SXS-101-ANY	0912	Schedule of Underlying Insurance - New York
U-SXS-103-ACW	0911	Schedule of Forms & Endorsements
U-GU-630-ECW	0120	Disclosure of Important Information Relating to Terrorism Risk Insurance Act
U-SXS-100-ACW	0911	Straight Excess Liability Policy
U-GU-767-BCW	0115	Cap on Losses From Certified Acts of Terrorism
U-SXS-117-BCW	0514	Professional Liability Limitation Endorsement
U-EXS-115-CCW	0411	Communicable Disease Exclusion
UEXS101BCW	0411	Abuse Or Molestation Exclusion
UEXS361BCW	0411	Designated Underlying Exclusion
U-EXS-312-FCW	0514	Exclusion - Recording and Distribution of Material or Information in Violation of Law
U-EXS-241-CNY	0213	New York Changes
U-SXS-120-ACW-NY	0911	Total Pollution Exclusion with Hostile Fire Exception
U-SXS-134-ANY	0912	New York Changes

Disclaimers

This Certificate of Liability Insurance includes the Type of Insurance, Limits, and Schedule of Forms in effect as of 10/03/2025 at 03:25 PM PT. It does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy nor confer any rights upon the certificate holder. You may be required to request an updated certificate in the event of subsequent policy modifications.

The information included in this certificate that has been provided by Abacus Insurance Brokers, LLC is for your information only, and does not create a contract or agency relationship between the certificate holder or any insured and Abacus Insurance Brokers, LLC. By accepting this certificate the certificate holder acknowledges that Abacus Insurance Brokers, LLC is not the agent of the certificate holder or any insured, but is solely the agent of the listed carrier(s). Abacus Insurance Brokers, LLC makes no representation whether the coverages listed herein are appropriate for the certificate holder or any insured. Please review the listed coverages carefully and direct any questions to your broker. For a complete listing of coverages, terms, conditions and exclusions, please view the referenced Policy(s).

Certificate Verification

Date (MM/DD/YYYY)
10/03/2025

Insured: Rainbow Sound, Inc.

Abacus provides an efficient website lookup tool for certificate holders to verify the authenticity of certificates of insurance.

1. Navigate to the website and input the verification code OR Scan the QR code.
2. The actual certificate issued through the Abacus Platform will download.
3. Compare the details of the downloaded certificate to the certificate presented by the client.

Website	Verification Code
www.abacus.net/verify-certificate	080YPCVYLM

About Certificates Issued through the Abacus.net Platform

- Abacus requires that all certificates be issued through the Abacus Platform. Certificates issued outside of the Abacus Platform are invalid.
- Certificates may be issued through the Abacus Platform by either the named insured (if registered through the Abacus Platform) or their Abacus registered insurance broker.
- Certificates with any stray marks, cross outs or alterations of any sort are invalid.
- Each certificate is numbered and correlates to the document issued through the Abacus Platform.

Vendor							
Rainbow Sound							
CQPK20000029-12							
Budget Codes		**Funding Source**			**Object Codes**		
Fund	GRT	Other	$60,000.00		#	Code:	Amount
Control	97				12	PKGRT9700OTH DE500	$60,000.00
Resp	9700	Total	$60,000.00			Total	$60,000.00
Object	DE						
Index	PKGRT9700						
Sub Object	DE500	NIFA:				Amount requiring NIFA approval	$0.00
Budget Code	PKGRT9700OTHDE500	Other				Amount to be encumbered	$60,000.00
Grant #	PK97	H/M Grant Fund					
Grant Detail	26						
Transaction	109						
Line #	12						

AMENDMENT NO. 3

This AMENDMENT, dated as of the date last executed by the parties hereto, (together with any exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Parks, Recreation & Museums, having its principal office at the Administration Building, Eisenhower Park, East Meadow, New York 11554 (the "Department"), and (ii) Rainbow Sound, Inc. New York company, having its principal address at 23 Potter Street, Farmingdale, New York, New York 11735 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to Contract for Services between the County and the Contractor, executed on behalf of the County on June 8, 2021 (the "Original Agreement"), the Contractor provides production, consulting and sound equipment for performance requirements for those productions and/or events requiring such services for various special events held at Nassau County Parks, which services are more fully described in the Original Agreement;

WHEREAS, the term of the Original Agreement, CQPK20000029 was from May 1, 2021 through September 30, 2026; and may be renewed upon the same terms and conditions for an additional one (1) two (2) year term on the same terms and conditions as stated in the original contract; and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was One Hundred Twenty-five Thousand Dollars ($125,000) for a total of five (5) years (the "Maximum Amount"), not to exceed Twenty-five Thousand Dollars ($25,000.00) per year; and

WHEREAS, Amendment #1 CLPK22000011 increased the maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed Seventy-five thousand dollars ($75,000.00) per year. Amendment #2 CLPK23000005 increased the maximum amount to be paid to the Contractor as full consideration for services under this Agreement from $75,000 for a total not to exceed of $150,000.00 for the period May 1, 2023 through April 30, 2024.

WHEREAS, the County and the Contractor desire to amend the Original Agreement to further increase the maximum amount;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Subsection (a) of paragraph three (3) of the Original Agreement shall be amended to read as follows:

(a) Amount of Consideration For the term period May 1, 2024 through April 30, 2025 the parties are increasing the amount per year by $75,000.00 for a total of $150,000.00 per year. The total Maximum Amount to be paid under this contract shall not exceed Six hundred seventy-five thousand Dollars

($675,000.00), including any renewal or extension. The Maximum Amount is inclusive of any and all expenses, including travel.

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

RAINBOW SOUND, INC.

By: _____
Name: Wayne Fairchild
Title: President and C.E.O.
Date: 7/18/2024

NASSAU COUNTY

By: _____
Name: _____
Title: _____
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 18th day of July in the year 2024 before me personally came Wayne Fairchild to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the President and C.E.O. of Rainbow Sound, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

SANDRA LOPEZ
Notary Public - State of New York
NO. 01LO6230503
Qualified in Nassau County
My Commission Expires Nov 1, 2026

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

AMENDMENT NO. 2

This AMENDMENT, dated as of the date last executed by the parties hereto, (together with any exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Parks, Recreation & Museums, having its principal office at the Administration Building, Eisenhower Park, East Meadow, New York 11554 (the "Department"), and (ii) Rainbow Sound, Inc. New York company, having its principal address at 23 Potter Street, Farmingdale, New York, New York 11735 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to Contract for Services between the County and the Contractor, executed on behalf of the County on June 8, 2021 (the "Original Agreement"), the Contractor provides production, consulting and sound equipment for performance requirements for those productions and/or events requiring such services for various special events held at Nassau County Parks, which services are more fully described in the Original Agreement;

WHEREAS, the term of the Original Agreement, CQPK20000029 was from May 1, 2021 through September 30, 2026; and may be renewed upon the same terms and conditions for an additional one (1) two (2) year term on the same terms and conditions as stated in the original contract; and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was One Hundred Twenty-five Thousand Dollars ($125,000) for a total of five (5) years (the "Maximum Amount"), not to exceed Twenty-five Thousand Dollars ($25,000.00) per year; and

WHEREAS, Amendment #1 CLPK22000011 increased the maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed Seventy-five thousand dollars ($75,000.00) per year.

WHEREAS, the County and the Contractor desire to amend the Original Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Subsection (a) of paragraph three (3) of the Original Agreement shall be amended to read as follows:

> (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed Seventy-Five Thousand Dollars ($75,000.00) per year, except for the term period May 1, 2023 through April 30, 2024. For the term period May 1, 2023 through April 30, 2024 the parties are increasing the amount per year by $75,000.00 for a total of $150,000.00 per year. The total Maximum Amount to be paid under this contract shall not exceed Six hundred thousand Dollars ($600,000.00), including any renewal or extension. The Maximum Amount is inclusive of any and all expenses, including travel.

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

RAINBOW SOUND, INC.

By: _____
Name: WAYNE FAIRCHILD
Title: CEO
Date: 8/25/2023

NASSAU COUNTY

By: _____
Name: ARTHUR T. WALSH.
Title: Chief Deputy County Executive
Date: 9-25-23

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 25 day of AUGUST in the year 2023 before me personally came WAYNE FAIRCHILD to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the CEO of RAINBOW SOUND INC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

FADUL BAMBINO
Notary Public - State of New York
NO. 01BA6175254
Qualified In Suffolk County
My Commission Expires Dec 2, 2023

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 26th day of September in the year 2023 before me personally came Arthur T. Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

MATTHEW ALAN BECKWITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6434270
Qualified in Nassau County
Commission Expires June 6, 2026

AMENDMENT NO. 1

This AMENDMENT, dated as of the date last executed by the parties hereto, (together with any exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Parks, Recreation & Museums, having its principal office at the Administration Building, Eisenhower Park, East Meadow, New York 11554 (the "Department"), and (ii) Rainbow Sound, Inc. New York company, having its principal address at 23 Potter Street, Farmingdale, New York, New York 11735 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to Contract for Services between the County and the Contractor, executed on behalf of the County on June 8, 2021 (the "Original Agreement"), the Contractor provides production, consulting and sound equipment for performance requirements for those productions and/or events requiring such services for various special events held at Nassau County Parks, which services are more fully described in the Original Agreement;

WHEREAS, the term of the Original Agreement was from May 1, 2021 through September 30, 2026; and may be renewed upon the same terms and conditions for an additional one (1) two (2) year term on the same terms and conditions as stated in the original contract; and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was One Hundred Twenty-five Thousand Dollars ($125,000) for a total of five (5) years (the "Maximum Amount"), not to exceed Twenty-five Thousand Dollars ($25,000.00) per year; and

WHEREAS, the County and the Contractor desire to amend the Original Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Subsection (a) of paragraph three (3) of the Original Agreement shall be amended to read as follows:

> (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed seventy-five thousand Dollars ($75,000.00) per year. The total Maximum Amount to be paid under this contract shall not exceed Five-hundred and Twenty-five Thousand ($525,000.00), including any renewal or extension. The Maximum Amount is inclusive of any and all expenses, including travel. Cancelations made within 24 hours of the load in time of the event date no later than 8:00 AM Eastern Time, will incur a 75% charge of the total invoice.

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

RAINBOW SOUND, INC.

By: _____
Name: WAYNE FAIRCHILD
Title: CEO
Date: 11/16/22

NASSAU COUNTY

By: _____
Name: ARTHUR T. WALSH
Title: Chief Deputy County Executive
Date: 1-17-23

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 23 day of January in the year 2023 before me personally came WARNE PINCHUK to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the CEO of RAINBOW ROUND, INC., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

WIESLAWA CHMIELEWSKI
Notary Public - State of New York
NO. 01CH6244436
Qualified in Suffolk County
My Commission Expires Sep 11, 2023

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 17 day of January in the year 2023 before me personally came Arthur T. Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Renee Reddy
NOTARY PUBLIC

RENEE S REDDY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RE6434298
Qualified in Nassau County
Commission Expires June 6, 2026

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and Rainbow Sound, Inc, a New York company having its principal address at 23 Potter Street, Farmingdale, NY 11735(the Contractor"). LMF

WITNESSETH:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County; and

WHEREAS, the Department requires certain technical production service for events hosted by the Department; and

WHEREAS, in order to obtain said services, the Department issued Request for Proposals #PK0318-2015, issued on March 18, 2020;

WHEREAS, THE Contractor was selected based on its experience and expertise; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on May 1, 2021 and shall terminate on September 30, 2026. unless sooner terminated as provided for herein. The contract may be renewed upon the same terms and conditions for an additional one (1) two (2) year term on the same terms and conditions as stated herein, subject to the approval of the Department.

2. Services. The services to be provided by the Contractor under this Agreement per Exhibit A, Sound and Backline, shall consist of providing production, consulting and sound equipment per individual performance requirements for those productions and/or events requiring such equipment at Lakeside Theatre ("Lakeside"), Eisenhower Park, and at other park venues for Parks' events as determined by the Department.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed Twenty-Five Thousand Dollars ($25,000.00) per year of the Agreement, including any renewal or extension. This amount is inclusive of any and all expenses, including travel.

The Contractor shall submit its invoice and voucher for payment pursuant to subsection (b) of this Section. The Contractor agrees that the invoices are paid in arrears per each invoice and voucher submitted to the County.

(b) Vouchers: Voucher Review. Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

(e) Partial Encumbrance. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that there shall be no initial encumbrance under this Agreement. Thereafter, the Department will notify the Contractor of the availability of monies, which notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Performer is not in arrears to the County upon any debt or contract and it is not in default as surety, Contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the District shall not offer, give, or agree to give anything of value to any County employee,

agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the District on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The District shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the District has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the District employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The District shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause all Contractor Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification: Defense: Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Contractor of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Contractor, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performances whatsoever, whether now known or developed after the date of this Agreement.

(c) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractors own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor are responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Contractor shall, and shall cause all Contractor Agents to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau

County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau. Such insurance is to be kept continuously in force during the currency of this Permit and any renewals thereof, and shall be written by a carrier licensed to do business in New York State and satisfactory to the County. The premium for such insurance is to be paid by the Permittee. The insurance policy must be in form, substance and in all respects acceptable to the County. Coverage is Subject to Change according to Event.

(b) Acceptability: Deductibles: Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State who maintain an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery: Coverage Change: No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverage's. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverage's shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment: Amendment: Waiver: Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights

under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon ten (10) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor where the impracticability relates to the Contractors ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures: Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation: Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor uses a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue: Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the

Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable; the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

21. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement.

RAINBOW SOUND, INC.

By: _____
Name: _____
Title: _____
Date: 8/6/20

WALTER GOLDSMITH
Notary Public, State of New York
01GO6309457
Qualified in Queens County
Commission Expires August 20 22

8/6/2020

Suffolk
COUNTY

By: _____
Name: _____
Title: County Executive
(or) ___ Chief Deputy County Executive
(or) ✓ Deputy County Executive

Date: JUNE 8, 2021

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
Suffolk)ss.:
COUNTY OF ~~NASSAU~~)

On the 8th day of August in the year 2020 before me personally came Wayne Fairchild to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____ that he or she is the Pres of Fairhaven Sound Inc. the company/corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said company/corporation.

WALTER GOLDSMITH
Notary Public, State of New York
01GO6309457
Qualified in Queens County
Commission Expires August 20__

[signature]
NOTARY PUBLIC

STATE OF NEW YORK)
Suffolk)ss.:
COUNTY OF ~~NASSAU~~)

On the 8 day of June in the year 2021 before me personally came Brian J. Schneider to me personally known, who, being duly sworn, did depose and said that (s)he resides in Nassau County; that (s)he is the County Executive or _____ Chief Deputy County Executive or ✓ Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

[signature]
NOTARY PUBLIC

TANYA L CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires April 15, 20__

EXHIBIT A
Services/Price Sheet

Sound Price List

EXHIBIT "A"

RAINBOW SOUND
23 Potter Street, Farmingdale NY 11735
631-752-45[illegible] | info@rainbowsound.net
www.rainbowsound.net

	Description	Price
	Amplifiers	
	Crown I-Tech 9000HD	75.00
	Crown XTi 4000 Amplifier	40.00
	Crown XTi 6002 Amplifier	60.00
	Monitor Amp Rack: Amplifiers: 6 - Crown XTi 4000	150.00
	JBL - Vertec Amp Rack: Amplifiers: 4 - Crown I-Tech 9000HD	175.00
	JBL - VRX Amp Rack: Amplifiers: 3 - Crown XTi 6002, 2 - Crown XTi	175.00
	Cable	
	1/4" Cable	5.00
	100' Edison Cable	10.00
	100ft NL4	10.00
	25ft NL4	2.50
	50' Edison Cable	5.00
	50ft NL4	5.00
	25ft Midi Cable	5.00
	XLR Cable	2.00
	Consoles	
	Allen & Heath Mix Wizard - 16 Channel Console	75.00
	Allen & Heath GLD-80 - 32 Channel Digital Console	200.00
	Avid Venue Profile 48 Channel Digital Audio Console with 5 - DSP Ed	550.00
	Avid Venue SC48 48 Channel Digital Audio Console	350.00
	DigiCo SD Rack	250.00
	DigiCo SD10 Digital Console	1,200.00
	Digico SD9 Digital Console	350.00
	Mackie 1402 - 14 Channel Console	50.00
	Mackie SR24 - 24 Channel Console	100.00
	Midas DL 32 - Digital 32 Channel Snake Head	50.00
	Midas M32 - 32 Channel Digital Mixing Console	250.00
	Midas M32 R Digital Console	200.00
	Midas Venice F32 - 32 Channel Console	150.00
	MPB-DynaSonics Mixswitch	100.00
	Shure FP31 Portable Field Mixer	75.00
	Shure M267-2 Portable Field Mixer	75.00
	Soundcraft SI Performer 2 - 24ch Digital Console	200.00
	Yamaha CL5 Digital Console with 2 Rio Boxes total I/O 64 x 32	550.00
	Yamaha EMX5014C - 14 Channel Self Powered Console	75.00
	Yamaha EMX5016CF - 16 Channel Self Powered Console	75.00
	Yamaha M7CL - 48 Channel Digital Mixing Console	250.00
	Yamaha MG102 - 10 Channel Console	35.00
	Yamaha MG124 - 12 Channel Console	50.00
	Yamaha PM5D-RH V2.27 48x24	600.00
	Direct Boxes	
	Countryman Active Direct Box	15.00

Sound Price List



25 Potter Street, Farmingdale NY 11735
631-752-9866 | info@rainbowsound.net
www.rainbowsound.net

	Description	Price
	Amplifiers	
	Crown I-Tech 9000HD	75.00
	Crown XTi 4000 Amplifier	40.00
	Crown XTi 6002 Amplifier	60.00
	Monitor Amp Rack: Amplifiers: 6 - Crown XTi 4000	150.00
	JBL - Vertec Amp Rack: Amplifiers: 4 - Crown I-Tech 9000HD	175.00
	JBL - VRX Amp Rack: Amplifiers: 3 - Crown XTi 6002, 2 - Crown XT	175.00
	Cable	
	1/4" Cable	5.00
	100' Edison Cable	10.00
	100ft NL4	10.00
	25ft NL4	2.50
	50' Edison Cable	5.00
	50ft NL4	5.00
	25ft Midi Cable	5.00
	XLR Cable	2.00
	Consoles	
	Allen & Heath Mix Wizard - 16 Channel Console	75.00
	Allen & Heath GLD-80 - 32 Channel Digital Console	200.00
	Avid Venue Profile 48 Channel Digital Audio Console with 5 - DSP E	550.00
	Avid Venue SC48 48 Channel Digital Audio Console	350.00
	DigiCo SD Rack	250.00
	DigiCo SD10 Digital Console	1,200.00
	Digico SD9 Digital Console	350.00
	Mackie 1402 - 14 Channel Console	50.00
	Mackie SR24 - 24 Channel Console	100.00
	Midas DL 32 - Digital 32 Channel Snake Head	50.00
	Midas M32 - 32 Channel Digital Mixing Console	250.00
	Midas M32 R Digital Console	200.00
	Midas Venice R32 - 32 Channel Console	150.00
	APB-DynaSonics Mixswitch	100.00
	Shure FP31 Portable Field Mixer	75.00
	Shure M267-2 Portable Field Mixer	75.00
	Soundcraft Si Performer 2 - 24ch Digital Console	200.00
	Yamaha CL5 Digital Console with 2 Rio Boxes total I/O 64 x 32	550.00
	Yamaha EMX5014C - 14 Channel Self Powered Console	75.00
	Yamaha EMX5016CF - 16 Channel Self Powered Console	75.00
	Yamaha M7CL - 48 Channel Digital Mixing Console	250.00
	Yamaha MG102 - 10 Channel Console	35.00
	Yamaha MG124 - 12 Channel Console	50.00
	Yamaha PM5D-RH V2.27 48x24	600.00
	Direct Boxes	
	Countryman Active Direct Box	15.00

	Kiark Teknik Active Direct Box	15.00
	Whirlwind Mic Eliminator Passive Direct Box	10.00
	ProCo DB-1 Direct Box	10.00
	Rapco DB101SL Passive Direct Box	10.00
	Whirlwind Director Passive Direct Box	10.00
	Whirlwind PC DI	10.00
	Whirlwind Line Level Combiner	15.00
	Radial Acoustic DI	10.00
	Radial J48 Active Direct Box	10.00
	Microphones	
	AKG 535EB Condenser Mic	20.00
	AKG C 1000S Condenser Mic	20.00
	AKG C414B-ULS Condenser Mic	20.00
	AKG C451E Condenser Mic	20.00
	AKG D-112 Microphone	20.00
	AKG D5400 Microphone	20.00
	Assorted Microphones and Direct Boxes as per Groups Rider	150.00
	Audio Technica AHE- XLR Headset Mic	20.00
	Audix SCX25A Condenser Piano Microphone with Piano Clip	30.00
	Beyer M88 Microphone	20.00
	Crown LM-301 Podium Mic	25.00
	Crown PCC-160 Area Microphone	20.00
	Crown PZM Area Microphone	20.00
	DPA 4088 Headset Microphone	30.00
	DPA 4099 Microphone	20.00
	Electro-Voice RE 20 Microphone	15.00
	Microphone, DI and Stand Package	150.00
	Neumann KM184	20.00
	Neumann KMS 105 Vocal Condenser Mic	20.00
	Radial JDI Passive Direct Box	10.00
	Radial Stereo JDI Passive Direct Box	15.00
	Sennheiser 421 Microphone	25.00
	Sennheiser 609	10.00
	Sennheiser 902	10.00
	Sennheiser e904	15.00
	Sennheiser K3U w/ Shotgun Capsule	25.00
	Sennheiser MKE2 Micro Lapel Microphone	20.00
	Shure Beta 181	10.00
	Shure Beta 52 Kick Drum Microphone	20.00
	Shure Beta 56	15.00
	Shure Beta 57	10.00
	Shure Beta 91 Kick Drum Microphone	20.00
	Shure Beta 98 Condenser Drum Microphone w/Hardware	20.00
	Shure KSM 137	20.00
	Shure KSM 32 Condenser Mic	20.00
	Shure KSM 137	20.00
	Shure Microflex Podium Microphone	15.00
	Shure SM 57 Microphone	10.00
	Shure SM 58 Microphone	10.00
	Shure SM 81 Condenser Microphone	20.00

	Shure SM 93 Micro-Lavalier Microphone	15.00
	Shure SM 98 Condenser Drum Microphone w/Hardware	20.00
	Power Distro	
	Single Phase Feeder Cable / per foot	1.00
	Single Phase Power Distribution Unit	100.00
	3 Phase Feeder Cable / per foot	1.50
	3 Phase Power Distribution Unit	150.00
	Press Mults	
	Whirlwind 12 Channel Active Press Mult-Box	50.00
	Whirlwind 12 Channel Passive Press Mult-Box	50.00
	Opamp 24 Channel Active Press Mult-Box	100.00
	Whirlwind 24 Channel Passive Press Mult-Box	100.00
	Radios	
	Mag One Remote Speaker Microphone	5.00
	Extra Batteries for BPR40	0.00
	Motorola BPR40 - Portable two-way radio delivers reliable, intuitive co	25.00
	Motorola Earpiece 2-Wire Surveillance Kit w/Clear Acoustic Tube	5.00
	Snakes	
	ProCo 12 x 4 x 75' Snake	40.00
	ProCo 16 ch x 100' Snake	35.00
	ProCo 20 ch x 100' Snake	40.00
	Rapco 24 ch x 100' Snake	40.00
	Whirlwind 24 x 8 x 100' Snake	65.00
	C.B.I. 24 x 8 x 250' Snake	100.00
	Whirlwind 40 X 12 x 250' Snakehead, w/ Main, Split & Isolated Out M	200.00
	C.B.I. 48 x 8 x 200' Snake w/ Main & Split Out Mass Connectors	200.00
	56 Channel Split Snake	150.00
	Rapco 6 ch x 30' Snake	30.00
	8 ch x 35' Snake with 1/4" Speaker Returns	35.00
	Whirlwind 8 ch x 50 ' Snake	35.00
	250' BNC Digital Snake	100.00
	250' Dual Cat 5e Snake	50.00
	Digico D Rack Digital Snake 32ch x 8ch x 200ft	250.00
	Speakers	
	Anchor Liberty MPB4500 Powered Speaker	100.00
	JBL - PRX 718XLF 18" Self Powered Subwoofer	75.00
	JBL - MRX 512 - 12" Two-Way Speakers	35.00
	JBL - PRX 612M 12" 2-Way Active PA Speaker	75.00
	JBL - PRX 715 - Self Powered 2 Way Speaker	75.00
	JBL - Vertec 4880 Dual 18" Arrayable Subwoofer	100.00
	JBL - Vertec 4887 Bi-Amplified Line Array Speaker	125.00
	JBL - Vertec 4888 Tri-Amplified Line Array Speaker	150.00
	JBL - VRX 915M Low Profile 15" Two Way Stage Monitor	50.00
	JBL - VRX 932 Line Array Loudspeaker	100.00
	JBL - VRX 918s Flying Subwoofer	75.00
	JBL 12" Two-Way Speakers	50.00
	QSC K Sub | Dual 12" Active Subwoofer	75.00
	QSC K10 10" Two Way Powered Speaker	75.00
	QSC K8 8" Two Way Powered Speaker	60.00
	QSC KW121 12" Powered 2 way speaker	75.00

	QSC KW181 Powered Subwoofer	75.00
	QSC Yoke Mount	15.00
	RSI JBL 12" x 1" Low Profile Speaker	35.00
	RSI JBL 15" x 2" Low Profile Bi-Amp Stage Monitor	50.00
	RSI JBL 15" x 2" Speaker	50.00
	JF80 - Low Profile Speaker	25.00
	JBL SRX 812 Speakers	50.00
	Comms	
	Telex CIA 1000	15.00
	Telex Belt Pack	15.00
	Telex Headset	10.00
	Telex PS2000L	75.00
	Wireless Equipment	
	Helical Antenna	25.00
	Paddle Antenna	25.00
	Shure Axient Digital Wireless Handheld	125.00
	Shure Microflex MX153 Omnidirectional Subminiature Earset Mic	25.00
	Shure P6HW Hard Wired Belt Pack	50.00
	Shure PSM 1000 Wireless IEM	100.00
	Additional Shure PSM 1000 Body Pack	50.00
	Shure PA821B 8 port PSM Antenna Combiner	100.00
	Shure UHF-R Series UR4D+ with Handheld and Bodypack Transmitter	175.00
	Shure UHF-R Series UR4D+ with SM58 Handheld	75.00
	Shure UHF-R Series UR4D+ with Belt Pack	75.00
	Shure ULXD Series wireless handheld with SM58 capsule	100.00
	Labor	
	Advance fee for Event	350.00
	1 hours : A1 FOH Audio Engineer	50.00
	1 hours : A1 FOH Audio Engineer O.T. (O.T. rate after 10 hours)	75.00
	1 hours : A1 MON Audio Engineer	50.00
	1 hours : A1 MON Audio Engineer O.T. (O.T. rate after 10 hours)	75.00
	1 hours : Assistant Audio Technician	40.00
	1 hours : A2 Audio Technician	45.00
	1 hours : Assistant Audio Technician O.T.(O.T. rate after 10 hours)	60.00
	1 hours : A2 Audio Technician O.T.(O.T. rate after 10 hours)	67.50
	1 hours : Production Manager	65.00
	1 hours : Production Manager O.T. (O.T. rate after 10 hours)	97.50
	1 hours : Stage Hand	35.00
	1 hours : Stage Hand O.T. (O.T. rate after 10 hours)	52.50
	1 hours : System Technician	55.00
	1 hours : System Technician O.T. (O.T. rate after 10 hours)	82.50
	1 hours : Supervisor	55.00
	1 hours : Supervisor O.T. (O.T. rate after 10 hours)	82.50
	1 hours: Technical Director	75
	1 hours: Technical Director O.T. (O.T. rate after 10 hours)	112.5
	1 hours : Stage Manager	65.00
	1 hours : Stage Manager O.T. (O.T. rate after 10 hours)	97.50
	Transportation	
	Equipment Delivery	200.00
	Equipment Pickup	200.00

Lighting Price List



29 Potter Street, Farmingdale NY 11735
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www.rainbowsound.net

	Description	Price
	Lighting	
	Leprecon 24 Channel Dimmer Rack	150.00
	3' Par Cross Bars	10.00
	50 Lbs. Lighting Tree, Round Base	50.00
	ADJ Vizibeam Moving Spot	150.00
	Altman Ground Cyc	50.00
	Avolite Pearl Tiger	350.00
	Source 4 Par Can Barn Doors	5.00
	Chauvet Colorado Solo 2	50.00
	Clay Paky Sharpy	200.00
	Colorblast 12 LED Panels	50.00
	12" 5 Way Corner Block	50.00
	Elation 375 Design Spot	150.00
	Elation Professional 4 Channel DMX Dimmer Pack	50.00
	Elation Pro Bar 4 - Professional 4 Ch DMX Bar	50.00
	Elation Professional Stage Setter 24 Channel Lighting Console	75.00
	ETC Colorsource 40 AV Lighting Console	200.00
	ETC Ion 1500	400.00
	ETC Ion 2x20 Fader Wing	100.00
	Festoon String Lights with amber bulbs	85.00
	Festoon String Lights with amber bulbs 65 foot section.	100.00
	Fleshan Lide Fogger FM-400P	25.00
	6" Fresnels	15.00
	Assorted Gels & Frames	5.00
	Chauvet Geyser Unique Effect Fogger	100.00
	GLP Impression X4 LED Moving Wash	150.00
	GLP Impression X4s LED Moving Wash	200.00
	Grand MA 2 Lite Lighting Console	1,000.00
	Martin 24/7 Hazer	100.00
	Applied L 16 Crank Up Lift	100.00
	LED Studio Par64 36x3W	35.00
	Source 4 Leko 36 Degree	30.00
	Lowel Light 4 Pack with Triple Riser	200.00
	Lycian 4k Long Throw Spot Light	500.00
	Martin Mac 700 Intelligent Fixture	250.00
	Martin Atomic Strobes	75.00
	Martin Mac Aura	250.00
	Martin Mac Profile Moving Spot	350.00
	Martin Roboscan 812 Moving Lights	40.00
	Molefay Audience Blinder 4 Pack	75.00
	Molefay Audience Blinder 8 Pack	150.00
	Par 56 - 500 Watt Lights	20.00
	Robe Robin Pointe Moving Spot	250.00

	Lighting tree with tripod base	15.00
	Smoke Machine	50.00
	Source 4 Leko 36 Degree	30.00
	ETC Source 4 Par Can 575 Watt Light	35.00
	Spot Light	150.00
	Super Trooper Lamp	575.00
	Tomcat Truss Base Silver	50.00
	Wildfire 400 Watt UV Light	100.00
	Wireless LED Uplights	50.00
	Power Distro	
	Single Phase Feeder Cable / per foot	1.00
	Single Phase Power Distribution Unit	100.00
	3 Phase Feeder Cable / per foot	1.50
	3 Phase Power Distribution Unit	150.00
	Rigging	
	10ft 12" Tomcat Truss with Span Sets and Shackles	75.00
	10ft 20.5" Tomcat Truss with Span Sets and Shackles	100.00
	12' Spansets, Black	20.00
	3' Spansets, Black	5.00
	5/8" Shackles, Rigging	3.00
	6' Spansets, Black	10.00
	1 Ton Chain Hoists with Rigging Hardware	150.00
	Genie Super Tower ST - 35	200.00
	Genie SLC-24 Super Lift	150.00
	Hooks & Rings, Rigging	5.00
	CM 1 Ton Chain Motors & Cabling	225.00
	Quick Links, Rigging	2.00
	Safety Cables, Rigging	5.00
	JLG Scissor Lift 37' 9" Working Height	999.00
	Labor	
	Advance fee for Event	350.00
	1 hours : Lighting Engineer	50.00
	1 hours : Lighting Engineer O.T. (O.T. rate after 10 hours)	75.00
	1 hours : Lighting Engineer Assisant	40.00
	1 hours : Lighting Engineer Assistant O.T. (O.T. rate after 10 hours)	60.00
	1 hours: Production Manager	65.00
	1 hours: Production Manager O.T. (O.T. rate after 10 hours)	97.50
	1 hours: Technical Director	75
	1 hours: Technical Director O.T. (O.T. rate after 10 hours)	112.5
	1 hours: Stage Manager	65.00
	1 hours: Stage Manager O.T. (O.T. rate after 10 hours)	97.50
	Transportation	
	Equipment Delivery	200.00
	Equipment Pickup	200.00

Backline Price List



23 Fetter Street, Farmingdale NY 11735
631-752-88888 | info@rainbowsound.net
www.rainbowsound.net

	Description	Price
	Bass Guitars and Bass Amps	
	Aguilar DB 115 Bass Cabinet	45.00
	Aguilar DB 212 Bass Cabinet	45.00
	Aguilar DB 410 Bass Cabinet	45.00
	Aguilar DB 751 Bass Head	70.00
	Aguilar DB 810 Bass Cabinet*	60.00
	Ampeg Classic SVT 410HLF Bass Cabinet	45.00
	Ampeg SVT 810E Bass Cabinet	60.00
	Ampeg Classic SVT 15E Bass Cabinet	45.00
	Ampeg Classic SVT 410HE Bass Cabinet	45.00
	Ampeg SVT-4 Pro Bass Head	55.00
	Ampeg SVT Classic 610HLF Bass Cabinet	60.00
	Ampeg SVT Classic CL Bass Head	70.00
	Ampeg SVT VR Bass Head	70.00
	Ampeg BA112 50W Single 12 Bass Combo*	60.00
	David Eden D410 Bass Cabinet*	45.00
	David Eden WT 800 Bass Head*	70.00
	Fender American 5 String Jazz Bass	100.00
	Fender 810 Bass Cabinet*	60.00
	Fender Deluxe Jaguar Bass 3 Color Sunburst*	75.00
	Fender American Jazz Bass	75.00
	Fender American Precision Bass	75.00
	Fender Super Bassman*	75.00
	Gallien Krueger 1001 RB Bass Head	70.00
	Gallien Krueger 115RBH Bass Cabinet	45.00
	GK 2001- RBII Bass Head*	70.00
	Gallien Krueger 410RBH Bass Cabinet	45.00
	Gallien Krueger 800 RB Bass Head	70.00
	Gallien Krueger Micro Bass 150/112 Bass Combo	60.00
	Gallien Krueger Fusion 550 Bass Head*	70.00
	GK Neo 412 Bass Cabinet*	45.00
	Hartke 5500 Bass Head*	70.00
	Hartke HA7000 Bass Head*	70.00
	Hartke XL 1X15 Bass Cabinet*	45.00
	Hartke XL 4X10 Bass Cabinet*	45.00
	Mark Bass 115 Bass Cabinet*	45.00
	Mark Bass 410 Bass Cabinet*	45.00
	Markbass Little Mark Tube 800 Bass Head	70.00
	Mesa Boogie 115 Bass Cabinet*	45.00
	Orange OBC115 Bass Cabinet	45.00
	Orange OBC410 Bass Cabinet	45.00
	Orange CBC810 Bass Cabinet*	60.00
	Orange AD200 Bass Head	70.00

	Orange Crush PiX CR25BX 25 Watt 1x8" Bass Combo*	60.00
	SWR 4X10 Bass Cabinet*	45.00
	SWR SM900 Bass Head*	70.00
	TC Electronic 212 Bass Cabinet*	45.00
	TC Electronic 410 Bass Cabinet*	45.00
	TC Electronic 750 Bass Head*	70.00
	DJ	
	Pioneer CDJ 2000 Nexus DJ Style digital CD turntable	100.00
	Pioneer CDJ 1000MK3 DJ style digital CD turntable	50.00
	Pioneer CDJ 2000 Nexus 2	125.00
	Shure M44-7 Cartridge with Stylus	5.00
	Pioneer DJM 900 Nexus 2	125.00
	Ultimate Support Laptop Stand	5.00
	Pioneer DDJ-SX2 Controller	175.00
	Pioneer DDJ SZ2	175.00
	Pioneer DJM 2000 Mixer	150.00
	Pioneer DJM 900 Nexus	100.00
	Pioneer DJM S9	125.00
	Rane Sixty Two	125.00
	Rane Seventy Two DJ Mixer	150.00
	Rane TTM 57 Performance Mixer with Serato	100.00
	Serato Control Vinyl	5.00
	Serato SL 4 Interface for Serato Scratch Live	50.00
	Technics SL-1200 MK2 Turntable	85.00
	Drums	
	C&C Drum Set with Hardware and Rug*	275.00
	Cymbal Package	125.00
	Drum Felts	5.00
	Drum Head Charge	175.00
	DW Drum Rack	50.00
	Clear Plexi Drum Shield	75.00
	Vic Firth 5A	9.99
	Drum Throne	5.00
	Drum Throne with Back Rest	10.00
	DW Collectors Series Drum Set with Hardware and Rug	250.00
	DW 9000 Cymbal Stand	7.50
	DW Jazz Series Drum Set with Hardware and Rug	250.00
	16" Floor Tom w/ legs	35.00
	Gretsch 18" Bass Drum	50.00
	Gretsch Drum Set with Hardware and Rug	275.00
	22" Bass Drum	50.00
	Ludwig Classic Maple Drum Set with Hardware and Rug	275.00
	Moon Gel Drum Damper Pad	10.00
	Pearl Master Series Drum Set with Hardware and Rug	275.00
	Snare Drum and Stand	35.00
	Tama Starclassic Drum Set with Hardware and Rug	275.00
	Yamaha Absolute Maple Custom Drum Set with Hardware and Rug	250.00
	Guitars and Guitar Amps	
	Fender Acoustasonic 30 DSP	45.00
	Fender'59 Bassman 4x10 Guitar Combo	60.00

	Fender Bassman 300 Watt Guitar Head	70.00
	Fender Blues Deluxe Guitar Combo	60.00
	Fender Blues DeVille Guitar Combo	60.00
	Fender Deluxe Reverb Guitar Combo	60.00
	Fender Hot Rod Deluxe Guitar Combo	60.00
	Fender Hot Rod Deville Guitar Combo	60.00
	Fender American Stratocaster	75.00
	Fender Super Reverb Guitar Combo	60.00
	Fender American Telecaster	75.00
	Fender Twin Reverb Guitar Combo	60.00
	Gibson Mastertone Banjo 5 String*	125.00
	Gibson Dobro Resonator Hound Dog Deluxe	125.00
	Gibson ES335 Guitar	75.00
	Gibson J45 Acoustic Guitar*	75.00
	Gibson Les Paul Standard	75.00
	Gibson Les Paul Studio	75.00
	Gibson SG Electric Guitar..	75.00
	Guild D-140 CE Acoustic Guitar with Pickup*	75.00
	Hercules Guitar Stand	5.00
	Guitar Strings	10.00
	Marshall 4x12 1960A Guitar Cabinet	45.00
	Marshall JCM-900 100w Guitar Head	70.00
	Marshall JCM 800 Guitar Head	70.00
	Marshall JCM 900 2x12 Guitar Combo	60.00
	Marshall JCM2000 100 watt Guitar Head	70.00
	Martin D28 Acoustic Guitar*	75.00
	Mesa Boogie 4 x 12 Slant Guitar Cabinet*	45.00
	Mesa Boogie Dual Rectifier 2 Channel Guitar Head	70.00
	Orange PPC412 Cabinet	45.00
	Orange AD30 Guitar Head*	70.00
	Orange PPC212 Guitar Cabinet	45.00
	Orange Rockerverb 50 Guitar Head	70.00
	Roland JC 120 Guitar Amp	45.00
	SWR California Blond Acoustic Amp*	60.00
	SWR California Blonde*	75.00
	Taylor Acoustic Guitar 414ce with pickup	75.00
	Vox AC30 Guitar Amplifier	60.00
	Keyboards	
	Apex AX-48 Pro Plus	10.00
	Fender Rhodes w/sustain	200.00
	Hammond XK3 Drawbar 73 Key Keyboard w/sustain	225.00
	Honer Clavinet D6 w/sustain	200.00
	Quick Lok Keyboard Bench	5.00
	Korg Karma 61 Key Keyboard w/sustain	150.00
	Korg Kronos 2 88 Key Keyboard w/sustain	225.00
	Korg Kronos X88 88 Key Keyboard w/sustain	200.00
	Korg M1 Workstation 61 Key Synthesizer w/sustain	75.00
	Korg MicroKorg 37 Key Synthesizer w/sustain	75.00
	Korg Microkorg XL 37 Key Synthesizer w/sustain	75.00
	Korg MS2000B 44 Key Keyboard w/sustain	125.00

	Korg Trinity Pro 76 Key Synthesizer w/sustain	175.00
	Korg Triton Extreme 60 Key Keyboard w/sustain	175.00
	Kurzweil PC88 - Fully Weighted 88 Key Keyboard w/sustain	100.00
	M-Audio Axiom Pro 49 Key Midi Controller w/sustain	35.00
	M-Audio Axiom Pro 61 Key MIDI Keyboard w/sustain	50.00
	Moog Little Phatty	175.00
	Moog Voyager Keyboard	200.00
	Nord C2D 61 Key Organ w/sustain	300.00
	Nord Electro 3D 73 Key w/sustain	175.00
	Nord Lead 4 49 Key Keyboard w/sustain	150.00
	Nord Stage 2 88 Key Keyboard w/sustain	225.00
	Novation MiniNova Bass Station II 25 Key Synthesizer w/sustain	100.00
	Roland Fantom G7 76 Key Keyboard w/sustain	185.00
	Roland Fantom X7 88 Key Keyboard w/sustain	175.00
	Roland GAIA 37 Key Synthesizer w/sustain	100.00
	Roland JDXA 49 Key Keyboard w/sustain	150.00
	Roland Jupiter 80 76 Key Keyboard w/sustain	150.00
	Roland JV 1080	50.00
	Roland KC 350	45.00
	Roland KC 300 Keyboard Amp	45.00
	Roland Keytar AX-Synth w/sustain	125.00
	Roland RD-700 88 Key Keyboard w/sustain	200.00
	Roland RD-800 88 Key Keyboard w/sustain	225.00
	Roland System 8 49 Key Keyboard w/sustain	150.00
	Roland V-Synth GT 61 Key Keyboard w/sustain	175.00
	Roland VK-8 61 Key Combo Organ w/sustain	150.00
	Roland XV 5080 Module	125.00
	Roland Juno GI 61 Key Keyboard w/sustain	125.00
	Wurlitzer 200A 64 Key Keyboard w/sustain	175.00
	Yamaha CP4 88 Key Stage Piano w/sustain	175.00
	Yamaha Motif ES7 76 Key Synthesizer w/sustain	175.00
	Yamaha Motif ES8 88 Key Synthesizer w/sustain	185.00
	Yamaha Motif XF6 61 Key Synthesizer w/sustain	175.00
	Yamaha Motif XF7 76 Key Synthesizer w/sustain	200.00
	Yamaha Motif XF8 88 Key Synthesizer w/sustain	225.00
	Yamaha Motif XS7 76 Key Synthesizer w/sustain	185.00
	Yamaha Motif XS8 88 Key Synthesizer	200.00
	Misc	
	2" Black Gaffers Tape	17.50
	30" Black Bar Stool	10.00
	9 Volt Batteries	3.50
	Pair of AA Batteries	3.50
	Lasko Blower Fan	15.00
	Chair	5.00
	White Dress Kit for Speakers and Tripods	10.00
	Large Area Fan	60.00
	Vornado Pivoting Blower Fans	15.00
	Laptop with Pro Tools	150.00
	D'San Limittimer Pro 2000 with 4" LED Clock	150.00
	30lb Sandbag	5.00

	Lesko Pro-Performance High Velocity Stage Fan	15.00
	Chrome Stanchion	20.00
	Red Velvet Rope for Stanchion	10.00
	6ft Folding Table	10.00
	Headphone Amplifier 4 Ch	15.00
	Shure Professional Headphones	15.00
	Pedals	
	Morley AB Box	15.00
	Boss Delay Pedal	15.00
	Boss ME-80 Guitar Processor	50.00
	Boss TU-3 Cromatic Tuner	15.00
	Yamaha Expression Pedal FC-7	5.00
	Ibanez Tube Screamer	15.00
	Boss Stereo Volume Pedal	5.00
	Roland FS-5L	5.00
	Boss TU3 Tuner	15.00
	Ernie Ball Volume Pedal	15.00
	Jim Dunlop Cry Baby Wah Wah	15.00
	Percussion	
	4.3 Octave Marimba	270.00
	LP Cowbell	5.00
	Remo 14" Djembe with Stand	35.00
	Gong with Stand	50.00
	DW Gong Drum	50.00
	LP Basket Stand with Casters	15.00
	LP Bell Tree	50.00
	LP Cajon	50.00
	LP Conga 11" Quinto	50.00
	LP Conga 11.75" Conga	50.00
	LP Conga 12.5" Tumbadora	50.00
	LP Jr. Conga Set	50.00
	LP Richie Gajate-Garcia Signature Series Conga	50.00
	LP Conga Stand with castors	15.00
	LP Generation II Bongos with stand	30.00
	LP Granite Blocks	25.00
	LP Maracas	5.00
	LP Percussion Table	25.00
	LP Richie Gajate-Garcia Signature Series Quinto	50.00
	LP Richie Gajate-Garcia Signature Series Bongos with Stand	50.00
	LP Timbales 14" & 15" with Stand	50.00
	LP Richie Gajate-Garcia Signature Series Tumbadora	50.00
	Ludwig Glockenspeil	65.00
	Meinl Percussion ED3GO	25.00
	Remo Roto Toms 6" 8" 10" and Stand	50.00
	Shaker	5.00
	Slapstick	5.00
	Tambourine with Stand	10.00
	Timpani	125.00
	Triangle with Clip	5.00
	Yamaha Vibraphone YV3710	250.00

	LP Windchimes with Stand	30.00
	LP Woodblock	5.00
	Pianos and Organs	
	Hammond B3 Organ	200.00
	Leslie 122	175.00
	Baby Grand Piano Shell	400.00
	Yamaha C2 5' 8" Baby Grand Piano	900.00
	Yamaha C6 6' 11" Grand Piano	1,200.00
	Yamaha C7 7' 4" Grand Piano	1,200.00
	Yamaha Midi Grand C6	800.00
	Yamaha U3 Upright Piano	600.00
	Crew to set up and dismantle baby grand piano	300.00
	Piano Tuning	200.00
	Staging	
	Wegner 8' x 8' x 1' Rolling Riser	150.00
	Wegner 8' x 8' x 2' Rolling Riser	150.00
	Wenger Stairway with handrails 25" - 48"	100.00
	Wenger Stairway with handrails 24"	50.00
	Wenger Versalite 3000 Professional Staging, 2' x 4' Platforms	50.00
	Wenger Versalite 3000 Professional Staging, 4' x 8' Platforms	100.00
	Wenger Versalite 3000 Professional Staging, 3' x 6' Platforms	75.00
	4ft Black Guardrail	16.00
	8ft Black Guardrail	32.00
	Stands	
	7 Space Guitar Boat	25.00
	Case of Assorted Microphone Stands	100.00
	Hercules Cello Stand	10.00
	Conductor Music Stand	10.00
	Desk Stand	5.00
	Hercules Flute Stand	10.00
	Road Runner 7 Space Guitar Boat	25.00
	Hercules Bass/Guitar Stand	5.00
	Quick Lok Single Tier Keyboard Stand	5.00
	Ultimate Support Tabletop Style Keyboard Stand	15.00
	Quick Lok Double Tier Keyboard Stand	10.00
	Ultimate Table Top Keyboard Stand JS-MPS1	15.00
	Music Stand	5.00
	K&M Music Stand Light	5.00
	Hercules Saxophone Stand	5.00
	Hercules Double Saxophone Stand	15.00
	Small Boom Stand	7.50
	Straight Mic Stand	7.50
	Tall Boom Stand	7.50
	Hercules Trombone Stand	10.00
	Hercules Trumpet Stand	10.00
	Ultimate Support Stands	10.00
	Ultimate Apex AX-48	10.00
	Hercules Violin Stand	5.00
	Strings and Woodwind	
	Accordion	100.00

	Hand Carved Wooden Cello	175.00
	Lyon & Healy Concert Grand Harp Model 23	475.00
	Christopher Hand Carved D680 3/4 Size Acoustic String Bass with Pic	175.00
	Upright Bass Stand	25.00
	Triggers, Pads and Interfaces	
	Akai MPC-3000 Sequencer/Sampler/Drum Machine	75.00
	Butt Kicker with Amp	100.00
	Digi 002 Rack Audio Interface	75.00
	Roland KD 8 Kick Drum Trigger	50.00
	Roland PD 9 Trigger Pad	12.50
	MOTU Ultra-Lite MK3	100.00
	Roland BT 1 Trigger	10.00
	Roland RT-30K Bass Drum Trigger	10.00
	Roland KT-10 Trigger	15.00
	Roland PD-85 Drum Pads	25.00
	Roland RT-30H Snare Trigger	10.00
	Roland SPDSX Pad	75.00
	Roland V-Drum TD-30	275.00
	Labor	
	Advance fee for Event	350.00
	1 hours : Backline Technician	50.00
	1 hours : Backline Technician O.T. (O.T. rate after 10 hours)	75.00
	1 hours: Production Manager	65.00
	1 hours: Production Manager O.T. (O.T. rate after 10 hours)	97.50
	1 hours: Technical Director	75
	1 hours: Technical Director O.T. (O.T. rate after 10 hours)	112.5
	1 hours: Stage Manager	65.00
	1 hours: Stage Manager O.T. (O.T. rate after 10 hours)	97.50
	Transportation	
	Equipment Delivery	200.00
	Equipment Pickup	200.00

Video Price List



RAINBOWSOUND

23 Potter Street, Farmingdale NY 11735
631-752-5555 | info@rainbowsound.net
www.rainbowsound.net

	Description	Price
	Video	
	10.5' x 14' Truss Screen for Front Projection	225.00
	Wide Angle F/plcEF/XF Lens 1.2	250.00
	10k Lumen Projector 1024 x 768 Native Resolution	850.00
	Truss Dress Kit 12' x 16' Black Drape	150.00
	Panasonic PT-RZ12KU 12,000 Lumen HD Projector	1,600.00
	12,000 Lumen Projector	1,300.00
	15" LCD Monitor with Tabletop Stand (Video and Computer Inputs)	65.00
	16' Screen Skirt	50.00
	16' x 9' Dress Kit for Screen	175.00
	16' x 9' Truss Screen with Rear Projection	275.00
	19"-21" Monitor with Tabletop Stand (VGA input only)	100.00
	2000 Lumen Projector	150.00
	LED Wall 3 mil pitch (Panel Size 19.7" Sq)	150.00
	3000 Lumen Projector	250.00
	32" LCD Monitor with Tabletop Stand	125.00
	42" Monitor with Stand	250.00
	5'x7' Screen Rear Projection	65.00
	Screen Skirt 7' Wide	25.00
	5000 Lumen Projector 1024 x 768	400.00
	52" Monitor with Stand	435.00
	6 x 8 Rear Projection Screen with Stand	115.00
	60" Monitor with Stand	500.00
	65" Monitor	700.00
	80" LED Screen	800.00
	8000 Lumen Projector with a 1.3 Lens	800.00
	9' x 12' Video Screen for Rear Projection	150.00
	Panasonic HD MiniDV Camcorder Pro	350.00
	Pro Camera Tripod with Fluid Head	75.00
	DVD Player	25.00
	Image Pro 3G	200.00
	LED Wall 5 Mil (Panel Size 19.7" Squares)	100.00
	LED Wall control includes HD Video Mixer, iMac Computer with Mo	0.00
	6 ' Pull Down Front Projection Screen	35.00
	Atomos Shogun Recorder with Monitor	200.00
	Roland V1SDI Video Switcher	150.00
	XGA+ Distro Amp 1 x 2	25.00
	Rigging	
	10ft 12" Tomcat Truss with Span Sets and Shackles	75.00
	10ft 20.5" Tomcat Truss with Span Sets and Shackles	100.00
	12' Spansets, Black	20.00
	3' Spansets, Black	5.00
	5/8" Shackles, Rigging	3.00

	6' Spansets, Black	10.00
	1 Ton Chain Hoists with Rigging Hardware	150.00
	Genie Super Tower ST - 25	200.00
	Genie SLC-24 Super Lift	150.00
	Hooks & Rings, Rigging	5.00
	CM 1 Ton Chain Motors & Cabling	225.00
	Quick Links, Rigging	2.00
	Safety Cables, Rigging	5.00
	JLG Scissor Lift 37' 9" Working Height	999.00
	Power Distro	
	Single Phase Feeder Cable / per foot	1.00
	Single Phase Power Distribution Unit	100.00
	3 Phase Feeder Cable / per foot	1.50
	3 Phase Power Distribution Unit	150.00
	Labor	
	Advance fee for Event	350.00
	1 hours : Video Technician	50.00
	1 hours : Video Technician O.T. (O.T. rate after 10 hours)	75.00
	1 hours : Video Technician Assistant	40.00
	1 hours : Video Technician Assistant O.T. (O.T. rate after 10 hours)	60.00
	1 hours: Production Manager	65.00
	1 hours: Production Manager O.T. (O.T. rate after 10 hours)	97.50
	1 hours: Technical Director	75
	1 hours: Technical Director O.T. (O.T. rate after 10 hours)	112.5
	1 hours: Stage Manager	65.00
	1 hours: Stage Manager O.T. (O.T. rate after 10 hours)	97.50
	Transportation	
	Equipment Delivery	200.00
	Equipment Pickup	200.00

Technical Director, Stage Manager, Production Manager Price List



15 Feller Street, Farmingdale NY 11735
631-752-8880 | info@rainbowsound.net
www.rainbowsound.net

	Description	Price
	Labor	
	Advance fee for Event	350.00
	1 hours: Production Manager	65.00
	1 hours: Production Manager O.T. (O.T. rate after 10 hours)	97.50
	1 hours: Technical Director	75
	1 hours: Technical Director O.T. (O.T. rate after 10 hours)	112.5
	1 hours: Stage Manager	65.00
	1 hours: Stage Manager O.T. (O.T. rate after 10 hours)	97.50

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Permittee hereby certifies the following:

1. The chief executive officer of the Permittee is:

Wayne Fairchild (Name)

23 Potter Street, Farmingdale NY 11735 (Address)

631-752-8869 (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Permittee _____ has _X_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

N.A.

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _X_ has not been commenced against or relating to the Permittee in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

N.A.

5. Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

8/8/2020
Dated

Signature of Chief Executive Officer

WAYNE FANUCCHI
Name of Chief Executive Officer

Sworn to before me this
8th day of August, 2020.

Notary Public

WALTER GOLDSMITH
Notary Public, State of New York
01GO6309457
Qualified in Queens County
Commission Expires August 2022

Certified: --

E-115-26

NIFS ID: CLAT26000023

Capital:

Contract ID #: **CQAT24000033**

NIFS Entry Date: **07/02/2026**

Department: County Attorney

Service: **Process Server**

Term: **November 17, 2023 to November 16, 2028**

Contract Delayed:

Slip Type: **Amendment**		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Ultimate Process & Attorney Services Inc**	ID#:**043826012**
Main Address: **585 Stewart aveGarden City, NY 11530**	
Main Contact: **Craig Eisenebrg**	
Main Phone: **(516) 333-3447**	

Department:
Contact Name: **Mary Nori**
Address: **1 West Street** **Mineola, New York 11501**
Phone: **(516) 571-6083**
Email: **hoggeri@nassaucountyny.gov,mnori@nassaucountyny.gov,acaruso@nassaucountyny.gov**

Contract Summary

Purpose: This is an amendment (1) to the contract with Ultimate Process & Attorney Services Inc. ("Contractor") to provide the service of legal process in connection with the Nassau County Misdemeanor DWI Vehicle Forfeiture Program and with Family Court proceedings.

Procurement History: Contract was entered into after a written request for proposals was issued on March 1, 2023. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, the County Bid Board and via email to interested parties. Proposals were due on March 22, 2023. Two (2) proposals (Ultimate Process & Attorney Services, Inc. and One World Judicial Services Inc) were received and evaluated. The evaluation committee consisted of three (3) members of the Nassau County Attorney's Office. The proposals were scored and ranked. After scoring and ranking, the committee selected both.

Description of General Provisions: Services in connection with the Nassau County Misdemeanor DWI Vehicle Forfeiture

Program ("VF Services") shall consist of the service of legal process, filing affidavits of service and providing copies of the affidavits of service to the Office of the County Attorney. VF Services shall not include the filing of summonses and complaints or the purchasing of index numbers.

Impact on Funding / Price Analysis: There will be no increase to the maximum amount. There will be no partial encumbrance.

Change in Contract from Prior Procurement: The Original Term shall be amended to extend the term by three (3) years, so that the termination date of the Original Agreement, as amended by this Amendment shall be November 16, 2028, unless sooner terminated in accordance with the provisions of the Original Agreement.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 01/07/2025

Original procurement method: RFP

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1100	DE	ATGEN1100	DE502	ATGEN1100 DE502	02	$0.01
						TOTAL		**$0.01**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.01
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$0.01**

Routing Slip

Department			
NIFS Entry	Mary Nori	07/16/2026 01:26PM	Approved
NIFS Final Approval	Mary Nori	07/16/2026 01:27PM	Approved
Final Approval	Mary Nori	07/16/2026 01:27PM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	07/20/2026 05:22PM	Approved
RE & Insurance Verification	Shannon Molloy	07/16/2026 01:55PM	Approved
NIFS Approval	Mary Nori	07/20/2026 05:23PM	Approved
Final Approval	Mary Nori	07/20/2026 05:23PM	Approved
OMB			
NIFS Approval	Raquel Rosen	07/16/2026 02:43PM	Approved
NIFA Approval	Irfan Qureshi	07/20/2026 02:42PM	Approved
Final Approval	Irfan Qureshi	07/20/2026 02:42PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	07/20/2026 05:26PM	Approved
DCE Compliance Approval	Robert Cleary	08/07/2026 05:00PM	Approved
Vertical DCE Approval	Arthur Walsh	09/08/2026 01:42PM	Approved
Final Approval	Arthur Walsh	09/08/2026 01:42PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	09/08/2026 01:45PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND ULTIMATE PROCESS & ATTORNEY SERVICES INC

WHEREAS, the County has negotiated an amendment to a personal services agreement with Ultimate Process & Attorney Services Inc, to provide professional legal process services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an amendment to the agreement with Ultimate Process & Attorney Services Inc.

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Ultimate Process & Attorney Services, Inc.**, with an office located at 585 Stewart Avenue, Suite LL 16, Garden City, New York 11530 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT24000033 between the County and the Contractor, executed on behalf of the County on January 7, 2025 (the "Original Agreement"), the Contractor provides service of process, which includes but is not limited to summonses, subpoenas, and complaints, in connection with the Nassau County Misdemeanor DWI Vehicle Forfeiture Program and with Family Court proceedings, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from November 17, 2023, until November 16, 2025, provided that the County may renew under the same terms and conditions for three (3) additional one (1) year periods, for a possible term of five (5) years, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the County desires to amend the Original Term of the Original Agreement by exercising the three (3) available one (1) year renewal periods.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Term shall be amended to extend the term by three (3) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be November 16, 2028, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Amended Term").

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

ULTIMATE PROCESS & ATTORNEY SERVICES, INC.

By: _____

Name: Craig L. Eisenberg

Title: Owner and President

Date: 6/9/26

NASSAU COUNTY

By: _____

Name: Thomas A. Adams

Title: County Attorney

Date: 6/11/2026

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive
□ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 9th day of June in the year 2026 before me personally came Craig L. Eisenberg to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Owner and President of Ultimate Process & Attorney Services, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC Andrea Eisenberg
Notary Public, State of New York
Registration No. 01EI6089109
Qualified in Nassau County
Commission Expires March 17, 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 11th day of June in the year 2026 before me personally came **Thomas A. Adams** to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Ultimate Process & Attorney Services Inc

2. Amount requiring NIFA approval: $0.01

Amount to be encumbered: $0.01

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to November 17, 2023 to November 16, 2028

Has work or services on this contract commenced? Yes

If yes, please explain: this is an amendment to an existing contract.

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is an amendment (1) to the contract with Ultimate Process & Attorney Services Inc. ("Contractor") to provide the service of legal process in connection with the Nassau County Misdemeanor DWI Vehicle Forfeiture Program and with Family Court proceedings.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 07/20/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Craig Eisenberg [ULTISERVER@GMAIL.COM]

Dated: 06/08/2026 03:19:04 pm

Vendor: Ultimate Process & Attorney Services, Inc.

Title: Owner

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Craig L Eisenberg
Date of birth: [redacted]
[redacted]
[redacted]
Country: US

Business Address: 585 Stewart Ave, Ste LL-16

City:	Garden City	State/Province/ Territory:	NY	Zip/Postal Code:	11530
Country	US				
Telephone:	(516) 779-5290				

Other present address(es):

City:		State/Province/ Territory:		Zip/Postal Code:	
Country:					
Telephone:					

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	01/01/2001
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
I own 100% of the business

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Craig L. Eisenberg , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Craig L. Eisenberg , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Ultimate Process & Attorney Services, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Craig L. Eisenberg ULTISERVER@GMAIL.COM

Owner

Title

06/08/2026 03:28:20 pm

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 06/08/2026

1) Proposer's Legal Name: Ultimate Process & Attorney Services Inc.

2) Address of Place of Business: 585 Stewart Ave., Suite LL-16

City: Garden City State/Province/ Territory: NY Zip/Postal Code: 11530

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 0

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

We would immediately contact our attorney to discuss the situation prior to entering into any situation that may propose a conflict. If determined no conflict then we would proceed to inform county to reconfirm. Based on the results we would act accordingly

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/01/1991

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

First Name	craig				
Last Name	eisenberg				
MI	l	Suffix			
Address	54 Beatrice Ln				
City	old bethpage	State/Province/ Territory	NY	Zip/Postal Code	11804
Country	US				
Position	owner				

iii) Name, address and position of all officers and directors of the company. If none, explain.

First Name	craig				
Last Name	eisenberg				
MI	l	Suffix			
Address	54 Beatrice Ln				
City	old bethpage	State/Province/ Territory	NY	Zip/ Postal Code	11804
Country	US				
Position	owner				

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

2

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Ultimate Process & Attorney Services Inc. has been in business for over 30 years. We have over 100 clients from sole practitioners to large law firms. We have an ongoing relationship with the Town of Babylon-Department of

Public Safety and the Inc. Village of Lindenhurst to serve legal process of their summons and appearance tickets.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

30

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

we originally were awarded this contract or similar contract approximately 2 decades ago. We have continued to provide service up to the standards required by law and as discussed with the County Attorney

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Weber & Prakope, LLC		
Contact Person	John Weber		
Address	393 Jericho Turnpike, Ste 208		
City	Mineola	State/Province/Territory	NY
Country	US		
Telephone	(516) 858-2620		
Fax #	(516) 585-5975		
E-Mail Address	jweber@vaughnweberlaw.com		

Company	Shanker Law Group		
Contact Person	Michael Shanker, Esq.		
Address	101 Front St		
City	Mineola	State/Province/Territory	NY
Country	US		
Telephone	(516) 741-4000		
Fax #			
E-Mail Address	mshanker@shankerlaw.com		

Company	Horing Welikson Rosen & Digrugilliers, P.C.		
Contact Person	George Llanes, Jr.		
Address	11 Hillside Ave		
City	Williston Park	State/Province/Territory	NY
Country	US		
Telephone	(516) 535-1700		
Fax #	(516) 535-1701		
E-Mail Address	gllanes@hwrpc.com		

I, Craig L. Eisenberg , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Craig L. Eisenberg , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Name of submitting business: Ultimate Process & Attorney Services, Inc.

Electronically signed and certified at the date and time indicated by:
Craig L. Eisenberg ULTISERVER@GMAIL.COM

Owner
Title

06/08/2026
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Ultimate Process & Attorney Services, Inc.

Address: 585 Stewart Ave.

City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Closely Held Corp (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

First Name	craig				
Last Name	eisenberg				
MI	l	Suffix			
Address	54 Beatrice Ln				
City	old bethpage	State/Province/ Territory:	NY	Zip/Postal Code:	11804
Country	US				
Position	owner				

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

First Name	craig				
Last Name	eisenberg				
MI	l	Suffix			
Address	54 Beatrice Ln				
City	old bethpage	State/Province/ Territory:	NY	Zip/Postal Code:	11804
Country	US				

Position owner

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter “None”). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter “None.” The term “lobbyist” means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Craig Eisenberg [ULTISERVER@GMAIL.COM]

Dated: 06/08/2026 03:27:05 pm

Title: Owner

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department") and (ii) **Ultimate Process & Attorney Services Inc.**, having its principal office at 585 Stewart Ave, Suite - LL 16, Garden City, New York 11530 (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on November 17, 2023, and terminate on November 16, 2025, with the option to renew for three (3) additional one (1) year periods, for a possible term of five (5) years, subject to the County's right of early termination in accordance with the provisions of this Agreement. The decision to renew the contract will be at the sole discretion of the County.

2. Services. (a) The services to be provided by Contractor under this Agreement shall consist of the service of legal process in connection with the Nassau County Misdemeanor DWI Vehicle Forfeiture Program and with Family Court proceedings (the "Services").

(a) Services in connection with the Nassau County Misdemeanor DWI Vehicle Forfeiture Program ("VF Services") shall consist of the service of legal process, filing affidavits of service and providing copies of the affidavits of service to the Office of the County Attorney. VF Services shall not include the filing of summonses and complaints or the purchasing of index numbers.

(b) Services for Family Court Proceedings ("FC Services") shall be personal service of summonses and petitions outside of Nassau and Suffolk Counties in proceedings pursuant to Articles 3 and/or 10 of the New York Family Court Act.

All Services provided under this Agreement shall be provided in accordance with the Obligations of the Contractor set forth in **Appendix A**, attached hereto and incorporated herein.

3. Payment. (a) Amount of Consideration. (1) The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services throughout the maximum term of five (5) years, including renewals, shall not exceed the sum of One Hundred and Eighty Thousand Dollars ($180,000.00) (the "Maximum Amount"), which shall be payable in accordance with the fee schedule attached hereto and incorporated herein as **Appendix B**.

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Contractor agrees that no fee will be charged for any such

appearances.

(3) Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Contractor further acknowledges that the initial encumbrance shall be Thirty-Five Thousand Dollars ($35,000.00). Thereafter, the Department shall notify Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as a notice to proceed.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances,

rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in

connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by

the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same

day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as

not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five hundred Thirty-three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

21. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

ULTIMATE PROCESS & ATTORNEY SERVICES INC.

By: _____

Name: CRAIG EISENBERG

Title: President

Date: April 26, 2024

NASSAU COUNTY

By: _____

Name: ARTHUR T. WALSH

Title: Chief Deputy County Executive

☐ County Executive

☐ Deputy County Executive

Date: 1-7-25

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 26 day of APRIL in the year 2024 before me personally came CRAIG EISENBERG to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the President of ULTIMATE PROCESS & ATTORNEY SERVICES, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

MEGAN WALSH
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01WA6358602
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAY 15, 2025

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 7 day of January in the year 2025 before me personally came Arthur T Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

MATTHEW ALAN BECKWITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6434270
Qualified in Nassau County
Commission Expires June 6, 2026

APPENDIX A
OBLIGATIONS OF THE CONTRACTOR

1. Contractor shall employ a sufficient number of process servers to provide services under this Agreement. The Contractor shall at all times maintain a staff of at least five (5) process servers, one (1) of whom must be fluent in the Spanish language. The Contractor shall ensure that an employee is available to answer telephone calls during normal business hours. The Contractor shall maintain an office fax machine and cell phone number and shall provide these numbers to the County Attorney's Office.

2. Papers to be served in connection with the County Attorney's Office shall be picked up at the offices of the County Attorney at 1 West Street, Mineola, N.Y. on a daily basis and prior to 3:00pm. Papers to be served in connection with Family Court proceedings shall be picked up from the Office of the County Attorney located at 1200 Old Country Road, Westbury, N.Y., as requested by the County Attorney.

3. The Contractor shall return, by hand-delivery, copies of the Affidavits of Service or, where service could not be effected, copies of the corresponding summonses and complaints with notes outlining the inability to serve, to the County Attorney's Office as soon as service is completed. Upon delivery, said Affidavits or summonses and complaints with notes shall be date-stamped by the County Attorney's Office.

4. The Contractor shall file the original affidavit of service and corresponding summons and complaint to the Court clerk, and shall provide a copy of said papers, bearing the Court clerk's stamp, to the County Attorney's Office. The Contractor shall retain a copy of each affidavit.

5. Affidavits of service and attempted service of all other legal papers shall be hand-delivered to the County Attorney's Office as soon as possible, but at least twenty-four (24) hours prior to the date and time specified therein.

6. Upon demand at any time by the County Attorney's Office, the Contractor shall provide a copy of the requested affidavit.

7. All service of process shall be made in accordance with the relevant sections of the New York Civil Practice Law and Rules ("CPLR") and the New York Family Court Act Articles 3 and 10 (the "Act"), and Contractor represents that all process servers in its employ who provide services to the County shall be trained on the pertinent provisions of the CPLR and the Act.

8. Any attempts to effect services after the deadline for timely service will not be billed to the County, and County shall have no liability for payment of such late service.

9. Exceptions to the aforesaid time frames shall be on a case-by-case basis as determined by the County Attorney's Office.

10. Notwithstanding the return date in the summons, the Contractor shall be required to initiate diligent efforts to service all papers within one (1) week after Contractor picks up the papers from the County Attorney's Office.

11. Expedited Service shall be defined as instances where the Contractor is provided with service papers from the County Attorney's Office and has only twenty-four (24) hours from the time the County makes the documents available to the time for service of said documents, and still be in

compliance with the corresponding statutory time frames for service of process. For the purposes of Expedited Service only, Saturdays are to be included in the definition of "days."

12. In cases where the terms of the CPLR or the Agreement are not complied with, service shall be considered incomplete, and the County shall not be liable for payment therefore.

13. Service shall be attempted at residential addresses unless otherwise directed by a representative of the County Attorney's Office.

14. In the event the Contractor has more than one document to serve at the same location, the Contractor is obligated to consolidate the documents and serve them together when possible.

15. Papers must be served on the individual sought to be served. If service on such individual cannot be made, Contractor must proceed with due diligence in attempting to effect service of process on said individual.

16. In the case of service at a residence, due diligence requires the process server to make at least three (3) attempts at service, on three (3) separate days, and at three (3) different times, one day of which must be a Saturday between the hours of 9:00 am and 8:00 pm, and the other two (2) days, must be between Monday through Friday, either prior to 8:00 am or after 7:00 pm. On the final attempt at service, the process server must affix a copy of the summons and complaint to the door of Defendant's residence and mail a copy to said residence, such affixing and mailing to be effected within twenty (20) days of each other. The Affidavit of Service must clearly state process server's basis of belief that Defendant resides there. Where Defendant to be served is not able to be personally served, the process server shall make efforts to determine whether the Defendant is serving in the military and shall include that information in the Affidavit of Service.

17. Where Defendants reside in the same household as evidenced by a review of the addresses of each party listed on the summons and complaint, service by means other than to the individual summoned is not acceptable service, unless authorized by the Court or by the County. In cases (excluding nonexistent address cases) where service at a residence cannot be effectuated and such determination is based upon information acquired through due diligence, such effort shall be billed at the applicable attempted service rate.

18. Diligent care shall be taken by the Contractor and its employees to ascertain that the person to whom a copy of the paper is delivered, fi other than Defendant, is of suitable age and discretion. Contractor shall make reasonable inquiry of said individual as to his/her name, age, and relation to the Defendant. Contractor shall state the same in the Affidavit of Service.

19. In the case of service at a place of employment, which may only be made when specifically authorized by a representative of the County Attorney's Office, due diligence requires the process server to make no less than three (3) attempts at service on three (3) separate days, and at three (3) different times, during business hours of the specified place of employment, as well as conduct reasonable inquiry as to Defendant's position and hours of employment. On the final attempt, Contractor must affix a copy of the summons and complaint to the door of the business and either mail a copy of the summons and complaint to the person to be served at his or her last known residence, or mail the summons and complaint by first class mail to the person to be served at his or her actual place of business in an envelope bearing the legend "personal and confidential" and not indicating on the outside thereof, by return address or otherwise, that the communication is from an attorney, or concerns an action against the person to be served, such affixing and mailing to be effected within twenty (20) days of each other. Contractor shall clearly state in the Affidavit

of Service, all such information, as well as the name and title of any person Contractor speaks with in order to confirm Defendant's employment status. Such service shall be billed at an applicable substituted service rate.

20. Affidavits shall be required for all papers for which service is effectuated and, where service cannot be effectuated, Contractor shall return the summons and complaint to the County Attorney's office with notes detailing their attempts to make proper service.

21. Forms to be utilized by Contractor for Affidavits of Service shall be approved by the County Attorney's Office and Affidavits of Service submitted by Contractor on a form not previously approved by the County Attorney's Office will not be approved for payment.

22. Addresses are supplied without guarantee as to accuracy. Accordingly, prior to attempting service, reasonable and diligent efforts shall be made by the Contractor to ascertain and/or confirm the correct residential address of the Defendant. Such efforts shall include but not be limited to: Comparing the address on the summons with the address on the complaint; verifying the existence of the of the address in Cole's or a similar directory' inquiring with a minimum of two (2) people at the defendant's residence (or place of employment where permission to serve at the place of employment has been authorized by the County Attorney's Office), and whose names and addresses must be listed on the affidavit of service or attempted service, and inquiring with the landlord or superintendent at the defendant's residence, and asking questions regarding usual hours at the residence (or, where authorized, the place of employment, and the location of the actual place of employment), etc. Any and all such information obtained must be set forth on the Affidavit of Service or Attempted Service.

23. Should the address prove to be nonexistent (i.e., no such street or no such number), The Contractor shall only be paid at the rate listed for non-existent service on the bid sheet, whether or not service was attempted in the field.

24. The Contractor shall appear and testify for court hearings as required by the County Attorney's Office.

25. All travel expenses incurred by the Contractor, such as mileage and tolls, shall be borne by the Contractor and are included in the price fixed for service and for hearing.

26. All service of process fees mandated by the CPLR to effectuate service of process (e.g., witness fees, hospital record fees) shall be paid by the Contractor and reimbursement sought from the County by including the expenditure will the bill for service, as set forth in the Agreement, unless said fees have been provided to Contractor in advance by the county.

27. Should the County or Court reject an Affidavit of Service after payment has been made, the County shall have the right to reduce its next monthly payment by the amount previously paid for the rejected service.

28. Time is of the essence in all respects of the Agreement. The Contractor shall strictly adhere to all terms and conditions of the Agreement including, but not limited to, all time limit requirements regarding service. The County shall be under no obligation for payment for services not rendered in a timely fashion.

29. The Contractor shall be responsible for the conduct of its personnel. Should any process server not be able to perform his/her duties in a manner in accordance with the purpose, intent and

meaning of the Agreement, and should the County Attorney, or his/her duly authorized representatives bring this to the attention of the Contractor, it is expected that the Contractor will act promptly to resolve the situation. The County Attorney shall have the right to request the removal of any personnel of the Contractor performing services pursuant to this Agreement and such request shall be honored by the Contractor forthwith.

30. Additional Information

a. All references to "days" herein shall be construed to refer to "business days" (Monday through Friday), except legal holidays.
b. All papers to be returned on the day before a government holiday are required to be returned to the County Attorney's Office by 12:00 p.m. on the business day prior to the government holiday.
c. Substituted service shall include all court ordered substituted service and such service shall be billed at the applicable substituted service rate.

APPENDIX B
COST PROPOSAL

a) Successful services within New York State
   1. Service in New York City, Nassau County, and Suffolk County West of Riverhead: $50
   2. Service East of Riverhead: $125
   3. Counties within New York State North of Bronx County: $150
b) Successful services outside New York State: $150
c) Substitute service, same price as stated in sections a and b.
d) Non-existent address and attempted service, same price as stated in sections a and b.

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(c) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(d) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(e) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(f) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(g) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(h) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(i) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan and any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(j) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(k) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(l) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(m) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(n) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful,

the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(o) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement

or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

CRAIG EISENBERG (Name)

585 STEWART AVE. STE LL-16 GARDEN CITY, NY. 11530 (Address)

516-333-3447 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the

Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

APRIL 26, 2024
Dated

Signature of Chief Executive Officer

CRAIG ELSENBERG
Name of Chief Executive Officer

Sworn to before me this

26 day of April, 2024.

Notary Public

MEGAN WALSH
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01WA6358602
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAY 15, 2025

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 08/04/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER
Hiscox Inc.
5 Concourse Parkway
Suite 2150
Atlanta GA, 30328

CONTACT NAME:
PHONE (A/C, No, Ext): 844-357-0403 **FAX (A/C, No):**
E-MAIL ADDRESS: contact@hiscox.com
PRODUCER CUSTOMER ID:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hiscox Insurance Company Inc.	10200
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Ultimate Process & Attorney Services Inc.
585 Stewart Ave.
Suite LL16
Garden City, NY 11530

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
585 Stewart Ave., Garden City, NY 11530

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	X **PROPERTY** CAUSES OF LOSS — DEDUCTIBLES BASIC — BUILDING BROAD — CONTENTS X SPECIAL — $ 1,000 EARTHQUAKE WIND FLOOD	P103.059.839.13	07/28/2026	07/28/2027	BUILDING X PERSONAL PROPERTY X BUSINESS INCOME X EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP BLANKET BLDG & PP	$ $ $ 10,000 $ $ $ $ $ $ $
	INLAND MARINE CAUSES OF LOSS NAMED PERILS	TYPE OF POLICY POLICY NUMBER				$ $ $ $
	CRIME TYPE OF POLICY					$ $ $
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					$ $
						$ $

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Nassau is listed as additional insured subject to policy terms and conditions.

CERTIFICATE HOLDER
County of Nassau
1 West St
Mineola, NY 11501

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Mary J Boyd

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/04/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	**CONTACT NAME:**	
	PHONE (A/C, No, Ext): (888) 202-3007	**FAX (A/C, No):**
	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Hiscox Insurance Company Inc	10200
INSURED Ultimate Process & Attorney Services Inc. 585 Stewart Ave. Suite LL16 Garden City, NY 11530	**INSURER B :**	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X CGL is on BOP Form GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		P103.059.839.13	07/28/2026	07/28/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 0 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional Liability	Y		P103.059.823.13	07/28/2026	07/28/2027	Each Claim: $ 2,000,000 Aggregate: $ 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Nassau is listed as additional insured subject to policy terms and conditions.

CERTIFICATE HOLDER

County of Nassau
1 West St
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary J Boyd

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/04/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hiscox Insurance Company Inc	10200
INSURED	INSURER B :	
Ultimate Process & Attorney Services Inc. 585 Stewart Ave. Suite LL16 Garden City, NY 11530	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X CGL is on BOP Form GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		P103.059.839.12	07/28/2025	07/28/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 100,000 $ 5,000 $ 0 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS [ ]						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability	Y		P103.059.823.12	07/28/2025	07/28/2026	Each Claim: $ 2,000,000 Aggregate: $ 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Nassau is listed as Additional insured subject to policy terms and conditions.

CERTIFICATE HOLDER

County of Nassau
1 West St.
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary J Boyd

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 06/04/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER
Hiscox Inc.
5 Concourse Parkway
Suite 2150
Atlanta GA, 30328

CONTACT NAME:
PHONE (A/C, No, Ext): 844-357-0403
FAX (A/C, No):
E-MAIL ADDRESS: contact@hiscox.com
PRODUCER CUSTOMER ID:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hiscox Insurance Company Inc.	10200
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Ultimate Process & Attorney Services Inc.
585 Stewart Ave.
Suite LL16
Garden City, NY 11530

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
585 Stewart Ave., Garden City, NY 11530

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INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)		COVERED PROPERTY	LIMITS
A	X PROPERTY		P103.059.839.12	07/28/2025	07/28/2026		BUILDING	$
	CAUSES OF LOSS	DEDUCTIBLES				X	PERSONAL PROPERTY	$ $ 10,000
	BASIC	BUILDING				X	BUSINESS INCOME	$
	BROAD	CONTENTS				X	EXTRA EXPENSE	$
	X SPECIAL	$ 1,000					RENTAL VALUE	$
	EARTHQUAKE						BLANKET BUILDING	$
	WIND						BLANKET PERS PROP	$
	FLOOD						BLANKET BLDG & PP	$
								$
								$
	INLAND MARINE		TYPE OF POLICY					$
	CAUSES OF LOSS							$
	NAMED PERILS		POLICY NUMBER					$
								$
	CRIME							$
	TYPE OF POLICY							$
								$
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN							$
								$
								$
								$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Nassau is listed as Additional insured subject to policy terms and conditions.

CERTIFICATE HOLDER
County of Nassau
1 West St.
Mineola, NY 11501

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Mary J Boyd

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
Ultimate Process & Attorney Services Inc.
585 Stewart Ave
Ste LL16
Garden City, NY 11530

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number
[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
County of Naussau

Mineola, NY 11501

3a. Name of Insurance Carrier
AmGUARD Insurance Company

3b. Policy Number of Entity Listed in Box 1a
DB13755935.1

3c. Policy Effective Period
07/13/2026 to 07/13/2027

4. Policy provides the following benefits:
- [x] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 07/16/2026 By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 800-673-2465 Name and Title Adam Edelstein President

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/08/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
HARTFORD FIRE INSURANCE COMPANY 76250711 55 FARMINGTON AVENUE HARTFORD CT 06105	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Property and Casualty Insurance Company of Hartford	34690
INSURED ULTIMATE PROCESS & ATTORNEY SERVICES INC 585 STEWART AVE STE LL16 GARDEN CITY NY 11530-4784	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. * LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below **Y / N** ☐	N / A		76 WEG AC8C81	02/01/2026	02/01/2027	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ $100,000
							E.L. DISEASE -EA EMPLOYEE	$ $100,000
							E.L. DISEASE - POLICY LIMIT	$ $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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BRUCE A. BLAKEMAN
County Executive

THOMAS A. ADAMS
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY

TO: **Robert Cleary**
Director of Procurement Compliance

FROM: **Mary J. Nori**
Assistant County Attorney

DATE: **August 4, 2026**

SUBJECT: **Delay Memo – Ultimate Process & Attorney Services, Inc.**

The goal of this memorandum is to document the reason for the delay in the renewal of the agreement between Nassau County (the "County") and **Ultimate Process & Attorney Services, Inc.** (the "Contractor"), the company selected to provide the service of legal process in connection with the Nassau County Misdemeanor DWI Vehicle Forfeiture Program and with Family Court proceedings (the "Services").

Some delays were attributable to administrative issues and recertification of disclosure forms. Also, prior to packaging, some certificates needed to be updated. Upon receipt and verification that all was complete, the amendment was packaged, and the routing process began. Finally, while the amendment was routing, compliance reached out to request a current certificate of insurance that had expired.

I trust this memorandum satisfies your inquiry, and provides clarification for the administrative record, however, please do not hesitate to contact this office should you have any additional questions.

Mary J. Nori

MARY J. NORI
Assistant County Attorney

Certified: --

E-108-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE AUGUST 31, 2026 12:00 PM

NIFS ID: CQHS26000065

Capital:

Contract ID #: **CQHS26000065**

NIFS Entry Date: **07/08/2026**

Department: Human Services

Service: **YOUTH DEVELOPMENT**

Term: from **01/01/2026** to **12/31/2028**

Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **3Ds Aftercare Inc**	ID#:**261344106**
Main Address: **881 Merrick Road Baldwin, NY 11510** Contract Specific Address: **2375 Harrison Avenue Baldwin, NY 11510**	
Main Contact: **Dr. Zodelia Williams**	
Main Phone: **(347) 631-7494**	

Department:
Contact Name: **Seema Zaki**
Address: **60 Charles Lindberg Blvd., Suite 220, Uniondale, NY 11553-36886060**
Phone: **(516) 227-7003**
Email: **alok.raman@hhsnassaucountyny.us**

Contract Summary

Purpose: •
- Increase Parent Engagement and Participation
- Improve Student Academic Outcomes through Family Support
- Increase Parent Knowledge of Social-Emotional Learning (SEL)
- Strengthening Parent Confidence and Self-Efficacy
- Strengthening School-Family-Community Collaboration
- Ensure Program Accountability and Continuous Quality Improvement

Procurement History: This is the first approved RFP for this agency

Description of General Provisions: • Conduct monthly Parental Skills and Social-Emotional Learning (SEL) workshops designed to increase parent involvement in school and program activities.

- Provide participation support (childcare, meals, transportation assistance, and hybrid access) to remove barriers and sustain consistent attendance.

- Deliver family-centered academic support sessions that train parents in effective homework routines, literacy strategies, and study skills.
- Coordinate ongoing communication with schools and families to share student progress and align academic support.

Impact on Funding / Price Analysis: Agency will provide services for 100 youth at a per capita cost of $750.00

Change in Contract from Prior Procurement: None

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: HS0630-2536

Advertised On: 06/30/2025

Advertised In: Bid Board, Official Newspaper, Other NY Post

Proposals Due On: 08/18/2025

Number of proposals received: 25

Evaluation Committee members: Lionel Chitty • Alicia Williams • Donna Worsley- Hines • Tracy Presti • Nancy Holland

Pursuant to Executive Order No. 1 of 1993 as amended at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received along with the cost of each proposal.

The contract has been awarded to the proposer offering the lowest cost proposal

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1324	DE	HSGEN1324	DE511	HSGEN1324 DE511	01	$75,000.00
						TOTAL		**$75,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$75,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$75,000.00**

Routing Slip

Department			
NIFS Entry	Alok Raman	07/09/2026 02:02PM	Approved
NIFS Final Approval	Seema Zaki	07/09/2026 04:36PM	Approved
Final Approval	Seema Zaki	07/09/2026 04:36PM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	07/14/2026 04:40PM	Approved
RE & Insurance Verification	Shannon Molloy	07/15/2026 12:07PM	Approved
NIFS Approval	Mary Nori	07/20/2026 02:05PM	Approved
Final Approval	Mary Nori	07/20/2026 02:05PM	Approved
OMB			
NIFS Approval	Amanda Cohn	07/15/2026 05:02PM	Approved
NIFA Approval	Irfan Qureshi	07/16/2026 11:10AM	Approved
Final Approval	Irfan Qureshi	07/16/2026 11:10AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	07/20/2026 02:13PM	Approved
DCE Compliance Approval	Robert Cleary	07/20/2026 02:27PM	Approved
Vertical DCE Approval	Anissa Moore	07/21/2026 09:27AM	Approved
Final Approval	Anissa Moore	07/21/2026 09:27AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	08/31/2026 11:24AM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HUMAN SERVICES AND THE 3DS AFTERCARE INC

WHEREAS, the County has negotiated a personal services agreement with 3Ds Aftercare Inc, to provide the County with youth services and parent development services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an agreement with 3Ds Aftercare Inc.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1 West Street, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Human Services, Office of Youth Services having its principal office at 60 Charles Lindbergh Boulevard, Suite 220, Uniondale, New York 11553-369(the "Department"), and 3 D's Aftercare Inc.., a New York State not-for-profit corporation, having its principal office at 2375 Harrison Avenue, Baldwin, New York 11510 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement;

WHEREAS, the Contractor desires to perform the services described in this Agreement;

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1) **Term**.
   A. This Agreement shall commence on January 1, 2026 and shall terminate on December 31, 2026 (the "Initial Term"), unless sooner terminated as provided for herein. The Department may, in its sole discretion, renew the term of this Agreement, on the below agreed upon terms and conditions, for one (1) additional two (2) year period (the "Renewal Term"), for a possible total term of three (3) years, subject to the County's right of early termination as provided in the contract.

   B. The decision to renew the contract(s) will be at the sole discretion of the Department and may be exercised by written notice thereof to the Contractor.

2) **Services.**
   A. The Contractor will increase parent participation, improve student academic outcomes through family support.
   B. The contractor will be required to provide reports to the County, as well as provide all findings and recommended actions to mitigate any issues found. All findings and recommended actions must include prioritization based on risk, factoring current intelligence into the risk level. The contractor will also be required to include guidance on how to remediate each item, as well as estimated internal staff hours needed to address each item. The contractor will not remediate any findings unless instructed by the County. The County will pursue recommended actions using the contractor's guidance as appropriate. The County will make all final decisions regarding their IT system operations.
   C. Additional services are included as **EXHIBIT A.**
   D. Renewal Services: Services to be provided during the renewal period shall be based on the results of the initial contract period services and current needs of the County.

3) **Payment**.

(a) **Amount of Consideration**. The maximum amount to be paid to the Contractor as full consideration for the Services and all Additional Services performed under this Agreement during the Initial Term and Renewal Term, shall not exceed Two Hundred Twenty Five Thousand and 00/100 Dollars ($225,000.00) DOLLARS (the "Maximum Amount"). The Maximum Amount is inclusive of any and all expenses and shall be payable as follows:

(b) **Partial Encumbrance.** The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that the initial encumbrance authorized upon approval of this Agreement shall be Seventy Five Thousand and 00/100 Dollars ($75,000.00) DOLLARS.

(i) one third (⅓) of the Initial encumbrance shall be paid in advance upon the final execution of this Agreement; and

(ii) Starting with claims submitted for Services performed in April and continuing until September, the total advance will be deducted in equal installments from the monthly claims submitted. If claims for any of the six (6) months are less than the monthly amount being deducted, the Contractor shall submit with its claim a check payable to the County for the difference.

(iii) Subsequent payments shall be on a reimbursement basis for actual expenses incurred and solely in accordance with the budget attached hereto.

(c) Thereafter, the Department shall notify the Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(d) **Vouchers; Voucher Review, Approval and Audit**. All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(e) **Timing of Payment Claims**. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(f) **No Duplication of Payments**. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the county.

(g) **Payments in Connection with Termination or Notice of Termination**. Unless a provision of this Agreement expressly states otherwise payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

4) **Non-Completion**. Unless otherwise specifically addressed elsewhere in this Agreement, in the event the Agreement is terminated, or the Program cancelled for any reason prior to the date of completion of the Program, the Contractor shall immediately return any and all payment that the Contractor has received. The re-payments shall be made within seven (7) days from the notice of cancellation or when the performance was due, whichever is sooner.

5) **Independent Contractor.** The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractors (a "Contractors Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6) **No Arrears, Default and/or Claims.** The Contractor represents it is not in arrears to the County upon any debt or contract and it is not in default as surety, Contractor, or otherwise upon any obligation to the County, including but not limited to any obligation to pay taxes to, or perform services for or on behalf of, the County.

7) **Compliance With Law**.

(a) **Generally**. The Contractor shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures.

(b) **Records Access**. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) to execute a confidentiality agreement, attached hereto as Exhibit A (the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom

of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the "Contract Package"), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of the Contractor to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.

8) **Prohibition of Gifts**. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

9) **Disclosure of Conflicts of Interest**. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

10) **Nassau County Living Wage Law**. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

A. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.

B. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

C. On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

11) **Vendor Code of Ethics**. By executing this Agreement, the Contractor hereby certifies and covenants that:

A. The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

B. All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

C. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

D. The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

E. The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement;

F. The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and

G. The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," ("MWBE") which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)

i) IF APPLICABLE AND AT THE OPTION OF THE OFFICE OF MINORITY AFFAIRS "OMA") In an effort to increase the utilization of minority, woman, veteran and Service-Disabled Veteran-Owned Business ("SDVOB") the County is implementing an overall target of 15% MWBE and 2% SDVOB participation in locally funded procurements. Each vendor and/or subcontractor agrees to cooperate and make its best efforts to assist the procuring Department and OMA in achieving this goal. Such best efforts may include, but are not limited to, providing upon request to OMA, information related to Contractor's utilization of SDVOB and MWBE. The County may utilize such information in determining the ability of the contractor to receive future awards.

12) **Minimum Service Standards**. Regardless of whether required by Law:

A. The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

B. The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.

C. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

13) Right to Works/Ownership of Work Product/Copyright.

A. Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non

-exclusive, irrevocable, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.

B. The County retains sole ownership and all right, title, and interest in and to any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement.

C. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.

D. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to Section 101 Of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.

E. the Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.

F. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement.

14) **Confidentiality**.

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.

B. Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;

C. If applicable, Vendor and/or vendors employees/agents, subcontrators, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

D. **Data Protection.** Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects, transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.

E. The provisions of this Section shall survive termination of the Agreement.

15) **Indemnification; Defense; Cooperation.**

A. Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

B. The Contractor shall, at the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suit, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

C. The Contractor shall and shall cause all of Contractor's Agent(s) to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or the Contractor's Agent(s) in connection with this Agreement.

D. In the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

E. **Infringement Indemnification**. The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any infringement, violation or unauthorized use of any copyright, trade secrets, or trademark , patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.

(1) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(2) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.

(3) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

F. The provisions of this Section shall survive the termination of this Agreement.

16) **Insurance**.

A. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single

combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) workers compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, or, if the Contractor is exempt from New York State Workers' Compensation Insurance requirements, the Contractor shall provide the County with appropriate documentation evidencing such exemption, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation or exemption is granted in favor of the County of Nassau.

B. Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

C. Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

17) **Assignment; Amendment; Waiver; Subcontracting**.

A. This Agreement and the rights and obligations hereunder may not be in whole or part and in accordance with General Municipal Law Section 109 (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

B. The Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and the Contractor's subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. Therefore, the

County shall have no obligation to pay or to enforce the payment of any moneys to any Contractor subcontractors.

C. The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive.

18) **Termination**.

A. Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and/or (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

B. As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

C. By the Contractor: This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

D. **Contractor Assistance Upon Termination**. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

19) **Accounting Procedures; Records**.

A. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly

designated representatives. The provisions of this Section shall survive the termination of this Agreement.

20) **Limitations on Actions and Special Proceedings Against the County.** No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

A. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary 6 moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

B. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

21) **Work Performance Liability**. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

22) **Data Breach**:

A. Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:

i) Date and time of the breach;
ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
iii) The nature and extent of the breach;
iv) The Contractor's proposed plan to investigate and remediate the breach.

B. Upon discovery by the Contactor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

C. The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.
D. The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.

23) **Consent to Jurisdiction and Venue; Governing Law**. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

24) **Notices**. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:
A. in writing to the above referenced addresses and in compliance with the below,
B. delivered or sent
   i) by hand delivery, evidenced by a signed, dated receipt,
   ii) postage prepaid via certified mail, return receipt requested, or
   iii) overnight delivery via a nationally recognized courier service,
   iv) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and
      (1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,
      (2) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County,
      (3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and
      (4) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

25) **All Legal Provisions Deemed Included; Severability; Supremacy**.
A. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
B. In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
C. Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set

forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

D. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

26) **Section and Other Headings**. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

27) **Administrative Service Charge**. Unless exempted or excluded by law, the Contractor agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

28) **Executory Clause**. Notwithstanding any other provision of this Agreement:

A. **Approval and Execution**. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless:

i) all County approvals have been obtained, including, if required, approval by the County Legislature, and

ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

B. **Availability of Funds**. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

29) **Entire Agreement**. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

30) **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

31) **Not-For-Profit Merger, Acquisition, Judicial or Non-Judicial Dissolution (if applicable):** The Contractor agrees to provide written notice the Department, Applicable DCE, County Attorney, and Comptroller Ninety (90) days prior to any Merger, Acquisition, Judicial or Non-Judicial Dissolution, as defined under New York State Not-For-Profit Law.

32) **Force Majeure.** Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

33) **Non-Waiver:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but same shall remain in full force and effect. Acceptance by the County of any portion of the Work or the payment or any fees or reimbursements due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

34) **Participation By Political Subdivisions, "PIGGY BACKING" (IF APPLICABLE):** The successful vendor agrees that all political subdivisions of Nassau County and/or New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases thereunder.

New York State Law allows cooperative purchasing between public agencies. General Municipal Law 103, subdivision (16) allow political agencies "to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, ... as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein....." Such agencies that meet requirements of NYS GMU 103 may purchase from contracts established by the COUNTY. Unless Vendor declines on the offer submitted by the seller to the County, Vendor agrees to sell services defined in this agreement to other eligible government agencies. The COUNTY accepts no responsibility for the payment of the service price by other governmental agencies.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

3 D'S AFTERCARE INC

By: _____

Name: Dr. Zodelia Williams

Title: Executive Director

Date: 6/24/26

NASSAU COUNTY

By: _____

Name: _____

Title:

____, County Executive

(or) ___, Chief Deputy County Executive

(or) ___, Deputy County Executive

Date: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 24 day of June in the year 2026 before me personally came Dr. Zoddia Wilkins to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Executive Director of 3DS Aftercare Inc, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

KARLENE A MCGIVAN
Notary Public - State of New York
No. 01MC6425645
Qualified in Nassau County
My Commission Expires Nov. 22, 2029

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____day of _____ in the year _____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

EXHIBIT A
ENGAGEMENT DELIVERABLES, ASSUMPTIONS, SCOPE OF WORK

CONTRACTING AGENCY:: 3 D's Aftercare Inc

AUTHORIZED AGENCY PERSON: Zodelia Willaims

ADDRESS: 2375 Harrison Avenue, Baldwin, NY 11510

TERM: 01/01/26-12/31/26

CONTRACT AMOUNT: $75,000.00

Objective 1:

- Increase Parent Engagement and Participation
- Improve Student Academic Outcomes through Family Support
- Increase Parent Knowledge of Social-Emotional Learning (SEL)
- Strengthening Parent Confidence and Self-Efficacy
- Strengthening School-Family-Community Collaboration
- Ensure Program Accountability and Continuous Quality Improvement

Activities 1:

- Conduct monthly Parental Skills and Social-Emotional Learning (SEL) workshops designed to increase parent involvement in school and program activities.

- Provide participation support (childcare, meals, transportation assistance, and hybrid access) to remove barriers and sustain consistent attendance.
- Deliver family-centered academic support sessions that train parents in effective homework routines, literacy strategies, and study skills.
- Coordinate ongoing communication with schools and families to share student progress and align academic support.
- Facilitate CASEL-aligned SEL training sessions focused on the five core competencies using interactive, practical instruction.
- Provide guided parent coaching and small-group discussions focused on behavior management, communication, and emotional regulation.
- Offer individualized support and referrals to address family-identified academic, behavioral, or emotional concerns.
- Maintain a structured communication loop among DARIA staff, educators, and families to support early identification of student needs.
- Coordinate collaborative school–family–community engagement events that promote shared responsibility for student success.

Performance Standards/Measures Instruction 1:

Program data shall be collected on an ongoing basis using standardized documentation tools, including attendance records, participation logs, sign-in sheets, pre- and post-assessments, surveys, facilitator observations, and records of school and community collaboration.

Performance data shall be reviewed quarterly by program leadership to assess progress, identify service gaps, and ensure compliance with contract benchmarks. When performance standards are not met, corrective actions shall be implemented and documented in accordance with DHS policies.

Performance measures shall include, but are not limited to:

- Participant enrollment, attendance, and retention

- Service delivery consistency and fidelity to the approved scope of work
- Parent engagement and participation levels
- Student academic engagement and social-emotional learning indicators
- Effectiveness of family, school, and community collaboration
- Timeliness and accuracy of required reporting

Objective 1a:

- Support youth in developing practical, age-appropriate life skills
- Strengthen students' emotional awareness, coping strategies, and peer relationships
- Improve reading comprehension and academic confidence through STREAM integration.
- Increase consistent attendance and student participation.
- Strengthen family engagement and shared accountability.
- Expose youth to career pathways and community partnerships

Activities 1a:

- Facilitate hands-on workshops focused on cooking, sewing, laundry, gardening, budgeting, and basic car maintenance.
- Conduct bi-weekly group SEL sessions using CASEL-aligned curriculum.
- Provide STREAM-focused tutoring
- Implement culturally responsive, youth-led activities
- Offer incentives that encourage attendance and leadership
- Host quarterly family engagement events
- Provide parent workshops focused on youth development and support strategies
- Coordinate volunteer days
- Facilitate partner-led workshops
- Arrange job shadowing opportunities

Performance Standards/Measures Instruction 1a

3 D's Aftercare Inc. will implement a structured performance measurement system to ensure accountability, effectiveness, and alignment with funder expectations. Performance standards are

directly tied to program goals, approved activities, and anticipated outcomes for the Middle School Mingle & The Teen Café program during the September–June program cycle.

Program performance will be evaluated using both quantitative and qualitative indicators that are clearly defined, measurable, and time-bound. Data collection methods will include attendance records, participant enrollment logs, pre- and post-assessments, surveys, facilitator observation tools, progress documentation, and participant artifacts. All data will be collected in accordance with ethical standards and confidentiality requirements.

Program staff will document participant participation and progress on an ongoing basis. Performance data will be reviewed monthly by program leadership to monitor compliance with funded objectives, identify trends, and implement corrective actions when performance benchmarks are not being met. Findings will be used to support continuous quality improvement and ensure program fidelity.

Outcome measures will assess:

- Participant skill development and social-emotional growth
- Program attendance, retention, and engagement
- Academic and literacy-related progress
- Family participation and community engagement
- Exposure to career pathways and workforce readiness activities

Performance results will be summarized in periodic internal reports and incorporated into required funder reporting, including mid-year and final reports, as applicable. Data will be used to demonstrate program impact, justify continued investment, and support sustainability planning.

3 D's Aftercare Inc. is committed to maintaining accurate, verifiable records and will make documentation available upon request to support monitoring visits, audits, and compliance reviews. Performance measurement activities will ensure transparency, fiscal responsibility, and alignment with the funder's mission to support youth development, education, and community well-being.

Evaluation Plan

The evaluation shall include process monitoring and outcome measurement. Process monitoring shall assess service delivery, participant enrollment, attendance, retention, and adherence to program requirements. Outcome measurement shall assess changes in parent engagement,

student participation, social-emotional learning indicators, and family–school–community coordination.

Program data shall be collected using standardized and verifiable tools, including attendance records, participation logs, surveys, assessments, facilitator observations, and documentation of coordination activities. Data shall be collected on an ongoing basis and reviewed quarterly by program leadership.

Technical and Capacity Building Instruction:

Use of contract funds:

The Contractor of funds exceeding $50,000 shall utilize a percentage of the contract amount to comply with the technical and capacity building requirement. Contractor shall utilize funds of not less than $1,000 and not greater than $2,000 of the total amount of the Contract.

Contractor of funds totaling less than $50,000 shall receive an additional $1,000 for the strict purpose of complying with the Technical and Capacity Building Requirement.

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

Definitions:

As used in this Appendix EE the term **"Executive Director"** shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term **"Subcontract"** shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term **"Subcontractor"** shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

As used in this Appendix EE the term **"Best Efforts Checklist"** shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term **"County Contract"** shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term **"County Contractor"** means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE **"Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises"** shall include, but

is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel

necessary to further demonstrate their Best Efforts regarding their bid documents.

Rule:

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

A. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

B. At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

C. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

D. The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

E. The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

F. Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

G. Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the

Department of Public Works.

H. At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

I. In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

J. Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

K. A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

L. The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

i) Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

ii) If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

iii) Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

M. The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:
   Dr. Zodeha Williams (Name)
   2375 Harrison Avenue, Baldwin, NY 11510 (Address)
   347-637-7494 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ (HAS) X (HAS NOT) been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:
   _____
   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ (HAS) X (HAS NOT) been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:
   _____
   _____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

6/24/26
Dated

Signature of Chief Executive Officer

Dr. Zoetta Williams
Name of Chief Executive Officer

Sworn to before me this
24 day of June, 2026.

Notary Public

KARLENE A MCGIVAN
Notary Public - State of New York
No. 01MC6425645
Qualified in Nassau County
My Commission Expires Nov. 22, 2029

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: 3Ds Aftercare Inc

2. Amount requiring NIFA approval: $225,000.00

Amount to be encumbered: $75,000.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 01/01/2026 to 12/31/2028

Has work or services on this contract commenced? Yes

If yes, please explain: CONTINUATION OF SERVICES

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

- Increase Parent Engagement and Participation
- Improve Student Academic Outcomes through Family Support
- Increase Parent Knowledge of Social-Emotional Learning (SEL)
- Strengthening Parent Confidence and Self-Efficacy
- Strengthening School-Family-Community Collaboration
- Ensure Program Accountability and Continuous Quality Improvement

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 07/16/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Dr. Zodelia Williams [DRZODELIA@3DSAFTERCAREINC.ORG]

Dated: 06/26/2026 10:47:24 am

Vendor: 3 D's Aftercare Inc

Title: Executive Director

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 04/11/2026

1) Proposer's Legal Name: 3 D's Aftercare Inc

2) Address of Place of Business: 2375 Harrison Avenue

City: Baldwin State/Province/ Territory: NY Zip/Postal Code: 11520

Country: US

Address: 881 Merrick Road

City: Baldwin State/Province/ Territory: NY Zip/Postal Code: 11510

Country: US

Start Date: 12/15/2020 End Date: 12/15/2025

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 037263651

5) Federal I.D. Number: 261344106

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

1 File(s) uploaded: Conflict of Interest policy.pdf

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

None

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest

would not exist for your firm in the future.

There is conflict of interest policy in place that must be signed

1 File(s) uploaded: Conflict of Interest policy.pdf

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

02/08/2008

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Non Profit

iii) Name, address and position of all officers and directors of the company. If none, explain.

1 File(s) uploaded: 3 Ds Board members.pdf

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

15

vi) Annual revenue of firm;

761000

vii) Summary of relevant accomplishments

As per student report cards and parent surveys, 95% of our students have moved up at least one grade level

viii) Copies of all state and local licenses and permits.

1 File(s) uploaded: License for Harrison.pdf

B. Indicate number of years in business.

14

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and

reliability to perform these services.

N/A

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Choice For All		
Contact Person	Jacob Dixon		
Address	55 Mansfield Avenue		
City	Roosevelt	State/Province/Territory	NY
Country	US		
Telephone	(516) 992-5052		
Fax #			
E-Mail Address	jdixon@choiceforall.org		

Company	Molloy University		
Contact Person	Dr. Lisa Zakiyah Newland		
Address	1000 Hempstead Avenue		
City	Rockville Center	State/Province/Territory	NY
Country	US		
Telephone	(516) 323-3887		
Fax #			
E-Mail Address	lnewland@molloy.edu		

Company	Zeta Phi Beta Sorority Inc		
Contact Person	Denise Leary		
Address	PO Box 220325		
City	Great Neck	State/Province/Territory	NY
Country	US		
Telephone	(631) 806-8125		
Fax #			
E-Mail Address	rhoomegazetapresident@gmail.com		

I, Dr Zodelia Williams , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Dr Zodelia Williams , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: 3 D's Aftercare Inc

Electronically signed and certified at the date and time indicated by:
Dr. Zodelia Williams DRZODELIA@3DSAFTERCAREINC.ORG

Executive Director
Title

04/11/2026
Date

881 Merrick Road, Baldwin, NY 11510
www.3dsaftercareinc.org
www.info@3dsaftercareinc.org
716-404-3366/347-631-7494
EIN: 26-1344106

3 D's Aftercare Inc. Conflict of Interest Policy

Purpose:

This policy aims to prevent and manage situations where personal interests of employees, volunteers, board members, or other organizational stakeholders might conflict with the best interests of 3 D's Aftercare Inc. (3 D's). It seeks to maintain public trust, ensure ethical conduct, and protect the organization's resources and reputation.

Scope:

This policy applies to all employees, volunteers, board members, consultants, and contractors of 3 D's. It covers potential conflicts arising from a variety of situations, including but not limited to:

- Financial relationships: Having personal or business dealings with vendors, grantors, or other individuals or organizations with financial ties to 3 D's.
- Family and personal relationships: Hiring, supervising, or working with close family members or personal friends within the organization.
- Outside activities: Engaging in activities that compete with 3 D's mission or use organizational resources for personal gain.
- Gifts and gratuities: Accepting or offering gifts or gratuities that could influence decision-making.
- Self-dealing: Using inside information to benefit oneself or others financially.

Identifying and Disclosing Conflicts:

Individuals covered by this policy are obligated to disclose any potential conflicts of interest to the Executive Director or Board of Directors promptly. This includes situations they are aware of or have reason to believe could arise.

November 26, 2025

Zodelia Williams
3 D's Aftercare Inc.
2375 Harrison Avenue
Baldwin, NY 11510

RE:945169-SACC
Facility Name: 3 D's Aftercare Inc.
2375 Harrison Avenue
Baldwin, NY 11510
County: Nassau

Dear Zodelia Williams:

Enclosed is your school-age child care registration authorizing you to provide child care for children at the address printed on this registration. The number and age range of children specified on this registration are the maximum number and age range of children who may be in the care of the school-age child care program at any one time. As a registered school-age child care program, you must openly display such registration, along with any restrictions, limitations and waivers to the registration, in the program for which it was issued.

This registration is only valid at the address specified on it. If you plan to move and provide care at a new facility, this registration will not be valid at that address. It is important that you contact our office before you move so that we can review required documentation about your new location and issue a new registration for your new address.

You must receive approval from this office before making certain changes to your program beyond what was approved in your application. This office must be notified immediately or no later than the next day of business if there is a resignation or termination of the approved director of the school-age child care program.

A renewal application will be mailed to you approximately four months prior to the expiration date on your registration. OCFS regulations establish the minimum requirement for training. Failure to comply with any regulatory requirements, including training requirements, may result in enforcement action.

Please note that we will conduct announced and unannounced monitoring inspections. As a registered school-age child care program, you are required to admit inspectors and other representatives of the Office into your school-age program during your hours of operation. You must give these individuals free access to the premises, the staff and volunteers, the children and all program records.

We are also enclosing a short questionnaire relating to your experiences throughout the registration process you have recently completed. We are interested in your feedback and request that you take a few minutes to complete and return the questionnaire. We are using the information as part of our ongoing efforts to improve our procedures.

Part of our job is to provide technical assistance to providers. If you have questions, please contact us at (631) 240-2560.

Sincerely,



Robin Beller
Division of Child Care Services

Enclosures

New York State
Office of Children and Family Services
Registration Addendum
(This document must be openly displayed in the program for which it was issued)

Restriction(s)

Person	Description	Effective Date of Restriction
No Restrictions		

Waiver(s)

Regulation	Description	Effective Dates of Waiver

COMPLIANCE HISTORY

As of November 26, 2025

THIS DOCUMENT MUST BE POSTED

The New York State Office of Children and Family Services (OCFS) requires that providers post a copy of their most recent compliance history in a conspicuous location. Complete inspection results are also posted on the OCFS website: http://ocfs.ny.gov/childcare.

Program Information:

Program Name: **3 D's Aftercare Inc.**
License/Registration ID: 945169-School-Age Child Care Program Status: Open
Site Address: 2375 Harrison Avenue
Baldwin, NY 11510
Director: Zodelia Williams

Questions about compliance history may be addressed by contacting:

Office: Long Island Regional Office
Phone: (631) 240-2560

No inspections were performed since this program has been opened.

There are no violations in the past 24 months.

New York State Office of Children and Family Services

School-Age Child Care Registration

This registration certifies that

3 D's Aftercare Inc.

may provide child care located at

2375 Harrison Avenue -- Baldwin, NY 11510 -- (516) 223-3731

Site Supervisor - Daria D. Hamilton

Program Director - Zodelia Williams

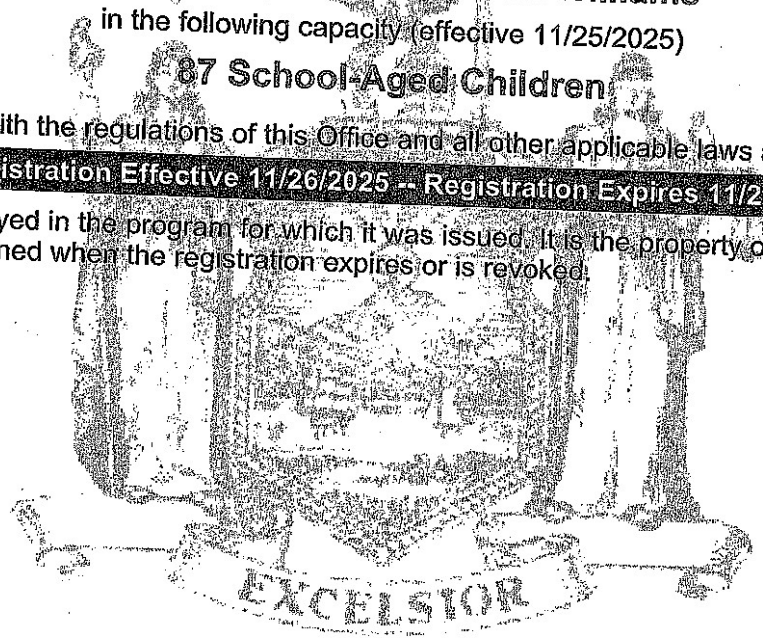
in the following capacity (effective 11/25/2025)

87 School-Aged Children

This program must be in compliance with the regulations of this Office and all other applicable laws and regulations.

Registration Effective 11/26/2025 -- Registration Expires 11/25/2029

This registration must be openly displayed in the program for which it was issued. It is the property of the New York State Office of Children and Family Services and must be returned when the registration expires or is revoked.



Registration ID# 00945169SACC

Robin Beller

Authorized Signature:

Robin Beller

Parents/guardians are welcome to contact the New York State Office of Children and Family Services, Division of Child Care Services, at (631) 240-2560 or (800) 732-5207 with any concerns or questions about child day care.

New York State Office of Children and Family Services
School-Age Child Care Registration

This registration certifies that

3 D's Aftercare Inc.

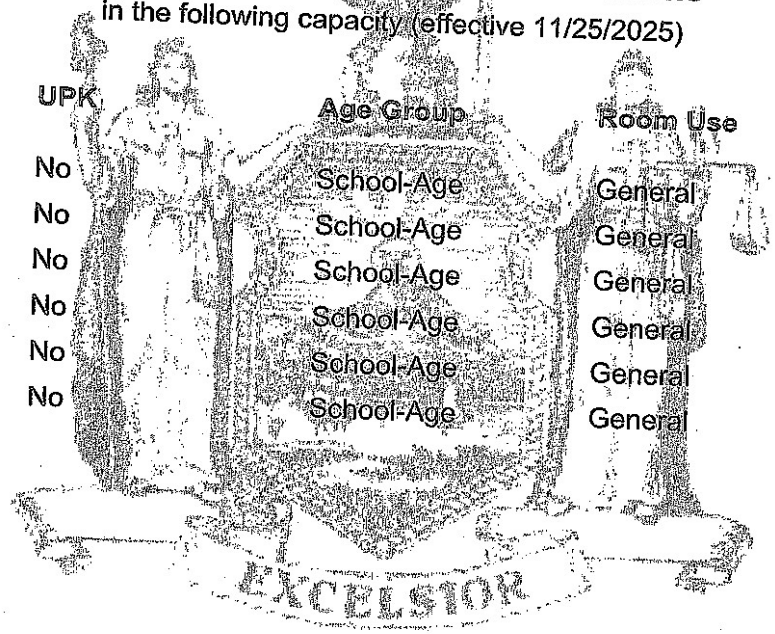
may provide child care located at

2375 Harrison Avenue -- Baldwin, NY 11510 -- (516) 223-3731

Site Supervisor - Daria D. Hamilton

Program Director - Zodelia Williams

in the following capacity (effective 11/25/2025)



Single-Age Rooms Room No/Name	UPK	Age Group	Room Use	Usable Space	Max Room Capacity
Room 1	No	School-Age	General	300	9
Room 2	No	School-Age	General	410	12
Room 3	No	School-Age	General	410	12
Room 4	No	School-Age	General	410	12
Room 5	No	School-Age	General	410	12
Room 6	No	School-Age	General	1096	30

Managing Conflicts:

- Disclosure: The Board of Directors or Executive Director, in consultation with the individual involved, will review the disclosed conflict and assess its potential impact on 3 D's.
- Recusal: The individual may be required to recuse themselves from decision-making or involvement in matters where a conflict exists.
- Mitigation: Measures may be taken to mitigate the conflict, such as establishing clear guidelines or implementing oversight procedures.
- Termination: In severe cases, termination of employment or engagement may be necessary to protect the organization's interests.

Training and Education:

3 D's will provide regular training and education to all covered individuals on this policy and their responsibilities for identifying and managing conflicts of interest.

Compliance and Enforcement:

Violations of this policy may result in disciplinary action, up to and including termination of employment or engagement.

Commitment to Ethical Conduct:

3 D's is committed to maintaining the highest ethical standards in all its operations. This policy reflects our commitment to transparency, accountability, and responsible stewardship of our resources.

Confidentiality:

Information regarding potential conflicts of interest will be treated confidentially to the extent possible, while ensuring necessary disclosures and actions are taken to protect the organization's interests.

Regular Review and Updates:

This policy will be reviewed and updated periodically to reflect changes in laws, regulations, or organizational needs.

By adopting and adhering to this Conflict of Interest Policy, 3 D's demonstrates its commitment to operating with integrity and safeguarding the public trust.

Employee Signature:_____ Date:_____

You have within you the strength, the patience, and the passion to reach for the stars to change the world. ~ Harriet Tubman

881 Merrick Road, Baldwin, NY 11510
www.3dsaftercareinc.org
www.info@3dsaftercareinc.org
716-404-3366
EIN: 26-1344106

3 D's Board Members 2025

Clarence Cunny, **President (6 year on the board)**
Charles Rutenberg Realty

Board Secretary, Re-entry Kingmaker LLC, Brooklyn, NY. August 2023 - Present

Member of the Board of Directors, Greater Augusta Black Chamber of Commerce Inc., Augusta, Georgia, July 2023 - Present

Member of the Board of Directors, P.E.A.R.L., Providing Education and Advocacy to Rebuild Lives, Augusta, Georgia January 2022 - Present

Vice President at Large, Greater Augusta Black Chamber of Commerce Inc. (Foundation), Augusta, Georgia, March 2021 - Present

Rahsmia Zatar, **Treasurer (2 years on the board)**
Executive Director STRONG Youth

Darcel Jones, **Member (1 year on the board)**
Roslyn Savings Bank/Division of Flagstar Bank, N.A.
Second Vice President
Branch Manager

Iris Mack, **Member (5 years on the board)**
Citigroup

Terence McLaughlin, **Member (12 years on the board**
Treasurer, Phi Beta Sigma Fraternity Inc, Mu Delta Sigma Chapter
Executive Board NPHC of Nassau /Suffolk Counties - Immediate Past President

You have within you the strength, the patience, and the passion to reach for the stars to change the world. ~ Harriet Tubman

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Rahsmia Zatar
   Date of birth: 12/26/1977
   Home address: 12427 Sabine Point Dr

   City: Humble | State/Province/ Territory: TX | Zip/Postal Code: 77346
   Country: US

   Business Address: 12427 Sabine Point Dr

   City: Humble | State/Province/ Territory: TX | Zip/Postal Code: 77346
   Country US
   Telephone: 5164760168

   Other present address(es): 12427 Sabine Point Dr.

   City: Humble | State/Province/ Territory: TX | Zip/Postal Code: 77346
   Country: US
   Telephone: 5164760168

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	01/10/2023
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

I am the former Executive Director of STRONG Youth, Inc. in Uniondale, NY.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

STRONG Youth, Inc. is contracted by the Nassau County Youth Board as well as has contracts with Suffolk County Dept of Probation and NYS DCJS.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Rahsmia Zatar , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Rahsmia Zatar , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Rahsmia Zatar

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Rahsmia Zatar BALANCELIFE77@GMAIL.COM

Treasurer

Title

07/22/2026 10:52:56 am

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Clarence Tarell Cunny
   Date of birth: 11/14/1974
   Home address: 4300 Lynchester Drive
   City: North Chesterfield State/Province/Territory: VA Zip/Postal Code: 23236
   Country: US

   Business Address: 881 Merrick Road
   City: Baldwin State/Province/Territory: NY Zip/Postal Code: 11510
   Country US
   Telephone: 3476317194

   Other present address(es): None
   City: State/Province/Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	01/01/2021	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
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8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
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e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Clarence Cunny , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Clarence Cunny , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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3Ds Aftercare Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Clarence Cunny CLARENCEMOVES@GMAIL.COM

President of the Board of Directors

Title

04/11/2026 07:32:02 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name: Dr Zodelia Williams
   Date of birth: 04/23/1971
   Home address: 68 Norton Street

   City: Freeport | State/Province/ Territory: NY | Zip/Postal Code: 11520
   Country: US

   Business Address: 3 D's Aftercare Inc

   City: Baldwin | State/Province/ Territory: NY | Zip/Postal Code: 11510
   Country US
   Telephone: 3476317494

   Other present address(es): 2375 Harrison Avenue

   City: Baldwin | State/Province/ Territory: NY | Zip/Postal Code: 11510
   Country: US
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	02/12/2012	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
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d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Dr. Zodelia Williams , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Dr. Zodelia Williams , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

3 D's Aftercare Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Dr. Zodelia Williams DRZODELIA@3DSAFTERCAREINC.ORG

Executive Director

Title

07/22/2026 11:45:30 am

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: 3 D's Aftercare Inc

Address: 2375 Harrison Avenue

City: Baldwin State/Province/Territory: NY Zip/Postal Code: 11510

Country: US

2. Entity's Vendor Identification Number: 261344106

3. Type of Business: Public Corp (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: SFS Board Members.pdf

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

None: We are a nonprofit 501 C 3

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Dr Zodelia Williams [DRZODELIA@3DSAFTERCAREINC.ORG]

Dated: 06/30/2026 08:33:13 am

Title: Executive Director

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

881 Merrick Road, Baldwin, NY 11510
www.3dsaftercareinc.org
www.info@3dsaftercareinc.org
347-631-7494

Board of Directors

-

Dr. Zodelia Williams, Founder, Executive Director, Ex. Oficio

-

1. Clarence Cunny (6yrs) — President
2. Rashmia Zatar — Treasurer (2yrs)
3. Iris Mack — Member (5yrs)
4. Darcel Jones. — Member (1yr)
5. Terence McLaughlin — Member (12yrs)

You have within you the strength, the patience, and the passion
to reach for the stars
to change the world. ~ Harriet Tubman

Dr. Zodelia Williams

68 Norton Street, NY 11520 | 347-631-7494 |
Drzodelia@3dsaftercareinc.org

Education

DSW | AUGUST, 2018 | CAPELLA UNIVERSITY
Social Work

Experience

EXECUTIVE DIRECTOR | 3 D'S AFTERCARE INC **FEB, 2008-PRESENT**

Responsibilities include: Managing program operations, planning, equipment, supplies, and safety; Intentionally collaborating with colleagues, district leadership and other stakeholders to improve program quality; Build and implement systems necessary to hire, motivate, develop, position and retain the best people to meet organization and program goals; Management and direction of child care program; Develop and implement a system for promoting continuous quality improvement, Promote students' creative, social and academic development by making provision for adequate homework time, physical activity and creative outlets; Promotes and ensures parental compliance

SCHOOL SOCIAL WORKER | NYC DEPT OF EDUCATION **SEP, 2001-PRESENT**

Responsibilities Included: Working with parents to facilitate their support in their children's school adjustment; Alleviating family stress to enable the child to function more effectively in school & community; Assisting parents to access programs available to students with special needs; Assisting parents in accessing and utilizing school and community resources; Providing crisis intervention; Developing intervention strategies to increase academic success; Assisting with conflict resolution and anger management; Helping the child develop appropriate social interaction skills; Assisting the child in understanding and accepting self and others; Participating in special education assessment meetings as well as individual Educational Planning Meetings; Preparing a social or developmental history on a child with a disability; Counseling (group, individual and/or family); Mobilizing family, school, and community resources to enable the child to learn as effectively as possible in his or her educational program and; Providing consultation regarding school law and school policy including IDEA and Section 504

ABA SPECIALIST | MKSA, LLC **MAY, 2011-PRESENT**

Responsibilities include: Discrete trial instruction, verbal behavior strategies, natural environment teaching, incidental teaching, direct instruction, social skills development, behavior reduction strategies, and more. Using these methods, treatment can improve communication, social, intellectual, and play skills. Services can also help with daily living skills, such as sleeping through the night and potty training.

License | LMSW

Languages | Spanish Proficient

Certification | ABA Certified | Nurturing Parent Program Facilitator

Clarence Cunny

📍 North Chesterfield, VA 23236
✉️ clarence.cunny@gmail.com
📞 516-806-0044

Licensed NY Real Estate Agent | Cultural Anthropologist (M.A. Candidate) | Minister | Educator

Professional Summary

Compassionate and academically rigorous minister with an M.Div. from the Samuel DeWitt Proctor School of Theology and active enrollment in Harvard University's Master of Liberal Arts in Cultural Anthropology. Experienced Clinical Pastoral Education (CPE) trainee with a strong foundation in trauma-informed care, interdisciplinary collaboration, and ethical consultation. Fifteen-time teaching assistant in theology and history of Christianity; committed to spiritual care that integrates cultural sensitivity, theological depth, and academic inquiry. Seeking to contribute to VCU Health's chaplaincy program through holistic support, research-informed ministry, and equitable care across diverse settings.

Education

Harvard University Extension School — Master of Liberal Arts, Cultural Anthropology (In Progress)
Cambridge, MA | Expected Completion: 2026

Samuel DeWitt Proctor School of Theology, Virginia Union University — Master of Divinity
Richmond, VA | December 2023
- Teaching Assistant, 15 semesters across Church History, Theology, and Biblical Studies
- Specialized in prophetic ministry, African American religious thought, and pastoral theology

State of New York — Licensed Real Estate Agent
New York, NY | License #: 10401299794

Clinical & Ministerial Experience

McGuire Veterans Administration Hospital — CPE Intern, Chaplaincy Intern
Richmond, VA | Completed May 2025

- Completed Unit 1A of ACPE-accredited Clinical Pastoral Education
- Provided direct spiritual care to veterans, families, and staff in an urban Level One trauma center
- Facilitated weekly substance abuse recovery groups serving a diverse veteran population
- Employed the Interpersonal Relations (IPR) model to support group dynamics and clinical reflection
- Documented pastoral interventions in EHR and contributed to interdisciplinary care planning

Local Church Ministry — Prophetic Minister, Guest Preacher, Spiritual Care Leader
North Chesterfield, VA & New York, NY | Ongoing
- Deliver sermons and prophetic teachings grounded in Black Liberation Theology and cultural anthropology
- Offer end-of-life support, bereavement counseling, and hospital visitations
- Mentor emerging ministers, conduct interfaith dialogues, and facilitate community empowerment sessions

History of Christianity – Graduate Course — Adjunct Instructor (Substitute for Dr. Bob Stamps)
Richmond, VA | 2024-2025
- Designed and taught graduate-level theological lectures
- Guided students through patristic, medieval, and Reformation-era texts with critical engagement

Christian Ethics – Graduate Course — Adjunct Instructor (Substitute for Dr. Slyvester Smith)

Richmond, VA | 2025

- Conducted the class in the absence of Dr Smith

- Evaluated the presentations of the class members on a variety of ethical matters

Selected Academic Interests & Competencies

- Clinical Ethics: Background in moral theology, liberation ethics, and dilemmas in palliative care
- Research Literacy: Familiar with qualitative methods, ethnographic research, and theological reflection
- Spiritual Care Leadership: Experience organizing seminars, small groups, and chapel services
- Bereavement and End-of-Life Care: Provide pastoral support rooted in cultural and scriptural narratives

- Substance Abuse and Spiritual Integration: Skilled in

providing compassionate, trauma-informed spiritual care to individuals struggling with substance use disorders.
- Corrections & Trauma Ministry: Familiarity with prison reentry programs and trauma-informed care frameworks
- Documentation & Reporting: Trained in patient charting and reflective verbatims through CPE standards

Selected Conferences, Teaching & Leadership

- Prophecology Conference 2025: Presenter, "Prophets in Position: Finding Your Voice and Vocation in a Shifting World"
- DARE 2025 Presenter: "The Enduring Voice of the Black Preacher: Liberation, Resistance, and Contemporary Engagement"

Technical & Language Skills

- EHR Documentation | Microsoft Suite | Canvas LMS | Google Workspace

Certifications & Affiliations

- Ordained Elder, Community Christian Worship Center
- Member, Zoe Ministries
- Completed Unit 1A of Clinical Pastoral Education (CPE), ACPE-accredited
- Member, American Academy of Religion (AAR)

-Continuing Candidate, Association for Clinical Pastoral Education (ACPE)

Rahsmia N. Zatar

1288 Menard St.
Uniondale, NY 11553

(516) 476-0168
RZatar26@gmail.com

Education:

State University of New York at Stony Brook – Stony Brook, NY
L.M.S.W., Masters in Social Work – June 2006 (Licensed in August 2012 – License #087430-1)

John Jay College of Criminal Justice – New York, NY
M.A., Forensic Psychology – December 2002

Hofstra University – Hempstead, NY
B.A., Psychology – December 1999

Skills:

- 15 years of experience at the Management level.
- 12 years of experience as an Executive Director.
- Quick but firm decision-maker; accepts accountability for decisions made.
- Excellent people skills; encourages feedback mechanism.
- Excellent communication skills; clearly articulates and communicates ideas.
- Values leadership; seeks to inspire and motivate people to perform to the best of their abilities by setting an example.

Post-Masters Training:

Professional Community Intervention Training – June 2019

- Holistic centered gang intervention/violence prevention curriculum guided by professional, proactive, culturally-sensitive engagement of individuals, the community, municipalities, and other stakeholders in creating and sustaining non-violent communities.

La Cultura Cura - Circle Keeper, Xinachtli, Joven Noble, Cara Y Corazon – March thru June 2019

- La Cultura Cura is a transformative health and healing philosophy that recognizes that within an individual's, families and community's authentic cultural values, traditions and indigenous practices exist the pathway to healthy development, restoration and lifelong wellbeing.

Strengthening Families Program – September 2009

- Family skills training program, utilizing behavioral and cognitive skills, designed to increase resiliency and reduce risk factors for substance abuse, depression, violence/aggression, delinquency and school failure.

Moral Recognition Therapy – April 2009

- Treatment aimed at developing a person's positive self-identity, improve self-image and teach clients to use value-oriented behavior. This therapy has been used specifically with adults and teenagers involved in the criminal justice system.

Skills:

- Knowledgeable in intake assessment, referrals, case management, counseling, behavior modification and conflict resolution.
- Detail and efficiency oriented; highly organized.
- Strong writing, interpersonal communication and interaction skills.

Languages: Fluent and literate in Spanish; bilingual English/Spanish.

Work Experience:

06/11 – Present **S.T.R.O.N.G. Youth, Inc**. – Uniondale, NY
Executive Director (06/11-present)

- Develop organizational goals and objectives consistent with mission and vision and administer operational policies.
- Oversee all programs, services and activities to ensure that program objectives are met.
- Ensure compliance with funding sources and regulatory requirements.
- Provide information for evaluation of the organization's activities.
- Develop, recommend, and monitor annual and other budgets and provide for proper fiscal record keeping & reporting.
- Administer board-approved personnel policies.
- Provide for adequate supervision and evaluation of all staff and volunteers.
- Initiate and assist in developing policy recommendations and in setting priorities.
- Serve as chief liaison with specific community groups including coordination of representation to legislative bodies and other groups.
- Use external presence and relationships to garner new opportunities
- Oversee fundraising planning and implementation of all programs
- Identify funding needs and research funding sources

Major achievements as Executive Director

- Increased the organization's annual budget by 500%
- Facilitated the purchase of the organization's 5000 square feet headquarters
- Opened a secondary location in a different County
- Developed and implemented new human resources and fiscal policies and procedures
- Member of a national network of experts in the area of criminal and juvenile justice and restorative practices

02/11- 06/11 **S.T.R.O.N.G. Youth, Inc.** – Hempstead, NY
Program Coordinator – Hempstead High School Chapter

- Responsible for all aspects of direct supervision of four counselors including scheduling, personnel issues, workshop development and training and collection of required paperwork.
- Designed workshops and activities that emphasized good decision-making skills, leadership & strength development through community work, anger management, and empathy and career exploration.
- Addressed and resolved problems program youth were encountering through one-on-one sessions, parental outreach and advocating for students in the school setting.
- Coordinated with the school's Interdisciplinary Committee to provide the school, students and parents with social work and mental health services and resources.

01/10 – 08/10 **Uniondale Community Council, Inc. (Uniondale Complete Count Committee)** – Uniondale, NY
Project Coordinator:

- Community outreach & education, including marketing/publicity and coordination of events.
- Facilitated public forums and events.
- Built collaborations to achieve future community goals.
- Engaged youth in achieving the project's goals of increasing community's knowledge & participation in civic matters.
- Chairperson of committee meetings.
- Brought to fruition an initiative UCC's Board of Directors and the community wanted to see accomplished.

10/09 – 01/10 **Freeport Pride, Inc**. – Freeport, NY
Consultant:

- Developed a non-violence curriculum for the organization to use with youth ages 5-18 in school and organization based programs.
- Consulted with Freeport School district administrators to initiate implementation of non-violence curriculum and yearlong campaign.

09/05 – 11/09 **S.T.R.O.N.G. Youth, Inc.** – Hempstead, NY
Program Director/ Social Worker:

- Conducted biopsychosocial intake assessments on referred youths to determine appropriateness for organization's gang violence intervention program & additional services needed by youths to assist in making positive life changes.
- Provided individual counseling, group life skills & violence prevention workshops, case management services and linkages to public service activities/events to ex-gang involved youth, ages 16-21.
- Empowered program youth by helping them recognize the strengths they possess and exist in their lives and communities; assisted youth in utilizing these strengths to develop short and long-term goals to change their lives and the communities they live in.
- Strengthened support systems involved in youth's lives, including families, through outreach & education and providing necessary referrals.
- Presented at conferences, political functions, advocacy events, executive meetings & demonstrations to advocate for additional programs & services and increase awareness of issues affecting youth & our communities concerning youth violence in Nassau and Suffolk counties.
- Assisted executive director and other program staff in developing anti-gang violence curriculum for organization's prevention & intervention programs.

Committees:

- Long Island United for Policing and Community Safety – Steering committee member
- Long Island Advocates for Police Accountability – Steering committee member
- Nassau County Coalition of Youth Service Agencies – Executive committee member'
- National Healing Generations Institute – Organizational/Regional lead
- Uniondale Violence Intervention Partnership – Chairperson

References: Furnished upon request.

Darcel Jones

Branch Manager

CONTACT

Valley
Stream, NY 11580

(347) 437-1695

darceljones88@gmail.com

KEY SKILLS

Business Development

Sales and Service Management

Customer Relationship Management

Banking Operation

Clear Communication

Judgement and Decision Making

Problem Solving

Time Management

Excellent Interpersonal Skills

Team Management and Leadership

Microsoft Office Proficiency

AWARDS & RECOGNITION

Flagstar Bank

- **Top Performing Manager – Q2, Q3, Q4 – 2024, 2023**
- **Outstanding Branch Audit – 2021**
- Top Performing Assistant Branch Manager – 2016
- Top Performing Branch Operations Coordinator – 2015

Capital One Bank

- Top Performing Sales RM – 2013
- Top Performing Sales Teller – 2011

Experienced and high-performing Branch Manager with considerable experience that spans Business Development, Service Management, Service Excellence, and Customer Relationship Management. I am an excellent team player with proven leadership skills, having grown through the ranks and led and participated in various teams with various objectives, all towards optimal performance and quality service delivery, while consistently exceeding highly set expectations.

PERSONAL ATTRIBUTES

- Highly motivated and able to work well with others
- Committed to the delivery of excellent customer experience
- Proficiency in sales, and general business development
- Excellent in Banking operations and service delivery
- Possession of a very solid work ethic
- Excellent interpersonal skills and demonstrable integrity
- Ability to manage time and prioritize competing responsibilities
- Ability to handle tasks with efficiency and highest level of precision
- Computer usage proficiency

WORK EXPERIENCE

Branch Manager
Flagstar Bank - Freeport, NY | Sept. 2014 till date

- **Responsible for the entire branch operations**, service, sales, and profitability
- **Management of day-to-day operations, sales**, and other activities to ensure operational integrity and compliance with all the Bank's policies and procedures
- **Design the Branch business plan and sales objectives**, sets individual sales and referral goals, and coordinates and directs Branch sales initiatives for all products and services including the sale of alternative investment products.
- **Implements sales and service initiatives** designed to generate new relationships, deepen existing customer relationships, and achieve assigned growth targets.
- **Enforce adherence to all security policies** and procedures in line with Bank policy, and Federal regulations.
- **Provision of timely and accurate institutional and regulatory reports**
- **Ensuring budget discipline** and enforcing cost control measures
- **Provision of personnel management**, coaching and supervision of team members for the purpose of achieving group and individual objectives and satisfying customers and bank needs
- **Manage and performs self-branch audits** and reporting
- **Represents the Bank in the community** through various civic, charitable and CRA activities.

Relationship Banker Branch Designee
Capital One Bank - Cedarhurst, NY | Mar. 2011 – Sept. 2014

- **Assisted customers with their banking needs** by answering or referring their questions and concerns to the correct department.
- **Ensures all security policies and procedures are followed** in line with the Bank's policy and Federal regulations.
- **Performed service duties such as researching customer inquiries, fulfilling customer requests**, and greeting customers in branch and on the phone.
- **Deepened and retain customer relationships**, developed new and profitable ones, and minimize customer attrition.
- **Trained and coached the team** to meet customer service expectations and sales goals.
- **Supervises and performs self-branch audits** and reporting
- **Established new accounts; interviewed loan applicants** and assisted in the application process.
- **Performs supervisor overrides**, approvals and authorizations as needed
- **Responsible for full control of the entire branch operations** in the absence of Management
- **Consistently exceed customer service standards** and sale goals in a fast-paced environment.

MBA degree - Dowling College, Long Island, NY
BA degree - SUNY Stony Brook, Long Island, NY

CERTIFICATIONS

Certified Paralegal (CP) – Adelphi University

Certified Associate in Management (AIM)

TECHNICAL SKILLS

Windows, Excel/Word/PowerPoint

IRIS MACK

REGISTERED NURSE

Phone: (917) 923-5562
Email: Iris.Mack1@gmail.com
Address: 292 Maryland Ave
Freeport, NY 11520

PROFILE

Compassionate and dedicated Registered Nurse with clinical experience at Bellevue Hospital, Elmhurst Hospital, Henry J. Carter Nursing facility and South Brooklyn Health Hospital. Skilled in delivering exceptional patient care, multitasking in high-pressure environments, and collaborating with multidisciplinary teams. Eager to contribute to a dynamic healthcare team.

CLINICAL ROTATIONS

Henry J. Carter Nursing Facility *Feb.-May 2023*
Bellevue Hospital ***Feb-May 2023, Aug.-Oct. 2023***
Jan-Mar. 2024, Aug.-Dec. 2024
Elmhurst Hospital ***Mar.-May 2024***
South Brooklyn Health *Oct.-Dec. 2023*

- **Conducted patient assessments, recorded medical histories such as vital signs and inform primary nurse and clinical preceptor of changes in status.**
- **Assisted with medication administration, and wound care.**
- **Assisted RNs to provide quality care, including NG/PEG tube care, trach care**
- **Assisted patients with activities of daily living, feeding, grooming, dressing, and toileting**
- **Collaborated with healthcare professionals to deliver comprehensive care.**
- Assist with the insertion of Male Catheter
- Assist with 3 vaginal labors
- Help with care of patient who was hemorrhaging after labor
- Assist in care of a child with Kawasaki disease
- Assisted as translator for several families

EDUCATION

Borough of Manhattan Community College *(BMCC)* *Dec. 2024*
Associate Degree in Nursing

SUNY Old Westbury *May 1994*
Bachelor's in science of finance

KEY SKILLS

- PROBLEM SOLVING
- CRITICAL THINKING
- ABILITY TO WORK UNDER PRESSURE
- TEAM COLLABORATION
- ABILITY TO MULTITASK
- EPIC EHR

CERTIFICATION

- BASIC LIFESAVING (**BLS**) APR. 2025
- IV THERAPY INFUSION FEB. 2025
- CHILD ABUSE NYS DEC 2024
  NCLEX-RN- JUNE 2025

LANGUAGE

- ENGLISH (FLUENT)
- SPANISH (FLUENT)

PREVIOUS EXPERIENCE

CITIGROUP, Citi Private Bank (NY)
Senior Operation Support Analyst
Jan 2006- April 2008

Foreign Exchange Middle Office Sales Assistant (AVP)
Apr.2008- Apr.2012
Foreign Exchange Back Office processing team
Nov.1997- Jan. 2006

EXPERIENCE

Citigroup Global Markets inc., New York, NY ***April 2008-Present***
Securities & derivatives senior analyst, MO fixed income syndicate operations

- SUPPORT THE ICG BOND ORIGINATION SYNDICATE BUSINESS, INCLUDING ABS, RMBS, HIGH YIELD, INVESTMENT GRADE, EMERGING MARKET, AND MEDIUM-TERM NOTES (MTN'S) BY COORDINATING WITH SYNDICATE GROUP AND CITI SALES TO REFLECT CORRECT ORDERS AND CAPTURE REVENUE IN ONEBOOK AND SYNDICATE CENTRAL (PREVIOUSLY IPREO) BY LIAISING WITH GROUPS VIA BLOOMBERG.
- RESPONSIBLE FOR THE DAILY WORKFLOW OF NEW DEAL

SETUP, BOOK PERMISSIONING, NEW ISSUE INFORMATION, DEAL AND ALLOCATION TIE OUT, NEW ISSUE REGULATORY REPORTING AND EV PROCESSING.

- LIAISE WITH SALES, TRADING, OTHER SYNDICATE BROKER DEALERS, MIDDLE OFFICE, SETTLEMENTS AND REGULATORY TO COMMUNICATE NEW ISSUE INFORMATION AND ENSURE THE COMPLETION AND PROPER AUDITING OF THE NEW ISSUE TRANSACTION FROM START TO FINISH.
- INTERACT WITH JOINT-BOOK MANAGERS CONFIRMING EXCEPTION TRADES.
- ENSURE ALL NEW ISSUES HAVE SETTLED WITH PRIMARY INVESTORS BY WORKING WITH DTC OPERATIONS, INTERNATIONAL SETTLEMENTS, AND SALES TEAM.
- FILE NEW ISSUES TO TRACE (FINRA) REPORTING PLATFORM.
- SEND SPLITS TO SYNDICATE OPERATIONS, CAPITAL MARKETS AND TRUSTEE FOR ALL NEW 144A/ REG S DEALS.
- MANUALLY ENTER ALL PRIVATE PLACEMENT INFORMATION (ALLOCATIONS, SALES NAMES, INTERNAL CUSIPS, PAY EV AND PRICING INFORMATION).
- INTERACT WITH RETAIL SALES/SYNDICATE OPERATIONS IN OPENING/CLOSING THE BOOKS OF NEW ISSUES ON MTN'S.
- BACKUP ASSISTANT TO OVERSEE BOOKING, TRANSFER AND SETTLEMENT OF NON-ECONOMIC RESIDUAL PRODUCTS TRADED BY TAP DESK.
- REQUEST FI CUSIP NUMBERS VIA CUSIP BUREAU WEBSITE.
- ANSWERING ONGOING QUESTIONS AND RESOLVING ISSUES WITH OPERATIONS AND ACCOUNTING GROUP.
- WEEKLY MEETINGS WITH ONEBOOK/SYNDICATE CENTRAL TECH SUPPORT TO MONITOR PROGRESS OF CHANGES TO THE SYSTEM ON WHAT NEEDS FIXING OR IMPROVEMENTS AND FUTURE ENHANCEMENTS COMING SOON.
- MANAGE AND SUPPORT CORPORATE TREASURY FUNCTIONS, INCLUDING MONITORING AND REPORTING OF CASH FLOWS AND RECONCILIATION OF ACCOUNTS.

TERENCE MCLAUGHLIN, MBA, AIM

Freeport, NY 11520 | (917) 940-2210 | Ter.mclaughlin11@gmail.com

SUMMARY

Claims Customer Service Professional with extensive experience in supporting internal/external clients within a fast-paced, ever changing environment; principally for top Fortune insurance industry leader. Broad-based background in customer relationships, administrative procedures, and staff and operations management. Proven track record in identifying individual needs, and presenting appropriate product and service offerings.

Core competencies:

Staff and Customer Management | Goal Attainment | Quality Oversight/Compliance Process and Time Management | Strategic and Organizational Planning | Training and Development Workforce Development | Conflict Resolution and Customer Satisfaction / Regulatory/Compliance Management | Team Leadership | Project Management

PROFESSIONAL EXPERIENCE

SHELTERPOINT LIFE INSURANCE, Garden City, NY **2021 - present**
Claims Examiner
Review, investigate & process NYS STD; NJ TDI; & NYS PFL claims.

STATE FARM INSURANCE COMPANY, New York, NY
Team Manager - Auto Claims **2000-2018**
Managed team of up to 8 professional-level claim representatives in multiple operation centers (NY and CA); investigating/evaluating/negotiating over 2K complex injury and litigation claim files/monthly, with settlement authority of up to $100K/file.
Hired/coached/trained/evaluated team and drove performance. Developed best practice standards for improved productivity.

- Managed transition of claims specialists as part of enterprise-wide reorganizational initiative. Consolidated total of 5K files; and reassigned work functions.
- Directed team in successfully closing/settling and transferring over 500 pending claims in 8 months. Ensured compliance with all company guidelines and regulatory requirements.
- Delivered comprehensive claim file management to ensure continued operational workflow, with minimum disruption to customers; this included claim review, analysis, evaluation, denial, settlement and reporting. Resulted in improving quality compliance, maintaining approval ratio of 90-100%; and reducing complaint ratio to less than 2%.
  Developed action plans to reduce pending inventories through settlement,arbitration and litigation strategies.
- Trained team in legal billing workflows/processes, and partnered with claim specialists to improve claim settlement process.
- Implemented comprehensive *Alternative Dispute Resolution options;* including summary jury and high/low trial agreements. Coordinated efforts with internal/outside defense counsel.

Team Manager/Claims Adjuster - Supplementary Uninsured/Underinsured Motorist (SUM) **2004-2008**
Selected to lead specialty team of up to 6 professional-level claim representatives; managing the investigation/evaluation/negotiation of over 1.5K complex 1st party SUM claim files for NY state, with settlement authority of up to $100K/file.

- Created and fostered departmental environment of "all for one;" serving as initiative to provide support across teams. Delivered increased workflow efficiencies; ensuring claim file reviewed within 5-day target. Initiative adopted by State Farm management.
- Established reserves and managed indemnity and adjustment expenses; meeting/exceeding company metrics, while complying with all company and state/federal guidelines and requirements.
- Designed/implemented departmental settlement process; decreasing claim settlement cycle time, while still ensuring compliance with required corporate procedural practices.
- Assigned arbitration and litigation filings to defense counsel, assisting with defense preparation.
- Served as a subject matter expert to other team managers and claims associates on SUM related issues.

Team Manager - Auto Theft Claims **1995-2000**
Promoted to lead in-office team of 5 claim adjusters, with oversight of 500+ claim inventory. Partnered with Underwriting, State Farm/Agents, and outside regulatory entities in evaluating and settling policyholder claims.

- Served as Theft Supervisor for the State of NY and coordinated the investigation of claims from inception to resolution.
- Improved auto salvage process, improving company returns by 10% and improving regulatory compliance.
- Created and supported operational stability for customers and claim handlers providing inventory management solutions to proactively manage pending inventories.
- Cross-trained employees to become proficient in multiple areas.

Earlier experience as Auto Claims Representative (Personal Injury/Bodily Injury)

ADDITIONAL RELEVANT EXPERIENCE

NYU WINTHROP HOSPITAL, Mineola, NY **2017 - Present**
Patient Access Representative, *Part-time*
Process inpatient admittance and consent forms; and register newborns within NY state database.

- Identified staff performance gaps and procedural shortfalls; assisting management with developing and implementing process improvements.
- Served instrumental in updating birth certificates within NY state database; resulting in improvement of hospital compliance ratio.

EDUCATION / CERTIFICATIONS / PROFESSIONAL AFFILIATIONS

Nassau County Human Services
Universal Budget Form

Face Sheet

Please complete the following information about this contract:

To Be Completed By The Contract Vendor:

Contractor Name: 3 D's Aftercare Inc

Program Name: Middle School Mingle/Teen Cafe and DARIA

To Start Working on Your Budget Click Here

The Section Below Will Be Completed By the Human Service Department You Are Contracting With:

Contract # CQHS26000065

Contract Period Start: (MM/DD/YY) 01/01/26

End: (MM/DD/YY) 12/31/26

	Enter Whole # Only
State Reimbursement %	
Federal Reimbursement %	

HS Only: Click Here To See The Fiscal Summary

To Start Working on Your Budget Click Here

Nassau County Human Services
Universal Budget Form

Return to Face Sheet

Contract # CQHS26000065

Contract Name: 3 D's Aftercare Inc

Program Name: Middle School Mingle/Teen Cafe and DARIA

Select Line To Work On Here

Budget Summary

Line #	Expense type	Total $
1a	Salary	$58,500
1b	Fringe	$4,700
1 Total	Personnel (Salary plus Fringe)	$63,200
2	Consultant(s)	$0
3	Travel / Per Diem / Transportation	$0
4	Equipment	$0
5	Supplies	$11,800
6	Contractual Services	$0
7a	Rent	$0
7b	Utilities	$0
8	Department Specific Costs	$0
9	Other Costs	$0
10	Administrative Overhead	$0
	Gross Expenditures (Lines 1 – 10)	$75,000
11	Revenue, Income, Agency Contribution, Matches	$0
	Net Budget Total (Lines 1 – 10 minus line 11)	$75,000
	Agency Contribution	$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	$75,000

Work on Salary and Fringe

Work on Line 2

Work on Line 3

Work on Line 4

Work on Line 5

Work on Line 6

Work on Line 7

Work on Line 8

Work on Line 9

Work on Line 10

Work on Line 11

Agency Contribution

Return to Face Sheet

Administrative Approval of Universal Budget Form:

Department Head Approval

Fiscal Approval

Program Head Approval

Line 1 - Personnel ***Return to Summary Page***

Cost of salaries and/or wages of personnel assigned to the project

-------- Contract Amount Only -------

Staff Title/Name	# of Staff	Explanation/Description of Function/Expense	FTE	Salary $	Fringe $	Total $
Zodelia Williams / Executive	1	oversees organization's strategic vision and leads business decisions	0.10	$8,500	$700	$9,200
Counselors/ Yvelisse Baez	3	Deliver academic enrichment, SEL and conflict resolution skills	1.00	$50,000	$4,000	$54,000
Manuel Campos, Suzanne Cooke		mentorship, and active supervision				$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
Line 1 Total		n/a	n/a	$58,500	$4,700	$63,200

Notes:

1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the project.
2. For each position, provide the: job title; name, if known; time commitment to the project as a full-time equivalent; annual salary; and/or hourly wage rate. If salary other than 100% of FTE note salary amount in description
3. All Direct Personnel Costs or Allocations are to be included in this section, not in Other.
4. Hourly Workers: Note hourly wage and number of hours worked in comments. Salary = Wage x Hours.
5. Fringe may be allocated or reported as a lump sum. Check with the department.
6. For FTE: Enter in the whole number if FTE represents the number of people (e.g., 3.5 staff). Enter a decimal if FTE represents a percentage of a person's salary and fringe (e.g., .5 for 50% of salary and fringe).

Return to Summary Page

Line 2 - Consultants ***Return to Summary Page***

Costs of professional consultant services provided by persons who are members of a particular profession or possess a special skill, and who are not employees of the contractor. Excludes Line 2 Personnel Costs and Line 9 Other Costs

Expense type: Consultant(s)	#	Explanation - Description of Expense	FTE	Total $
Line 2 Total		n/a		$0

Note(s): ***Return to Summary Page***

1. For each position, provide the: job title; name, if known; time commitment to the project as a percentage of a full-time equivalent; annual salary; and/or hourly wage rate. For hourly wage rate position provide annual hours to
2. Consultants must either provide a direct client service (e.g., case manager) or support a direct client service (e.g., file clerk).
3. For FTE: Enter in the whole number if FTE represents the number of people (e.g., 3.5 staff). Enter a decimal if FTE represents a percentage of a person's salary and fringe (e.g., .5 for 50% of salary and fringe).

Return to Summary Page

Return to Summary Page

Line 3 - Travel / Per diem / Transportation

Expense type: Travel / Per Diem	**Explanation - Description of Expense**	**Total $**
Line 3 Total	n/a	$0

Note(s):

Return to Summary Page

1. Costs of transportation, mileage allowance, lodging, subsistence, and related items incurred by contractor staff on project-related travel, and client transportation. This expense type does not include consultant travel costs.
2. Aggregate separately for staff and client expenses.

Return to Summary Page

Line 4 - Equipment *Return to Summary Page*

Costs of all nonexpendable, tangible personal property.

Expense type: Equipment Rental	Explanation - Description of Expense	Total $

Note(s): *Return to Summary Page*

1. Rental costs of all nonexpendable, tangible personal property. Includes rental costs of furniture and office equipment such as printers, copy machines, computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total rental cost.

Expense type: Equipment Purchase	Explanation - Description of Expense	Total $

Note(s): *Return to Summary Page*

1. Purchase costs of all nonexpendable, tangible personal property. Includes purchase costs of furniture and office equipment such as printers, copy machines, desktop computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total purchase cost.
2. Some smaller equipment purchases may be recorded as supplies (e.g., fax machines, etc). Check with the Department.

Line 4 Total	n/a	$0

Note(s): *Return to Summary Page*

1. Total the cost of equipment purchases and rentals.

Return to Summary Page

Line 5 - Supplies ***Return to Summary Page***

Cost of supplies

Expense type: Supplies	**Explanation - Description of Expense**	**Total $**
Program and office supplies	paper, files, staples, games, notebooks, tshirts, school and art supplies, etc.	$11,800
Line 5 Total	n/a	$11,800

Return to Summary Page

Note(s):

1. Costs of all tangible personal property other than that included under the Equipment expense type. Includes supplies and materials used on a regular, daily basis to directly support the delivery of the project. Specify general categories of supplies and their costs. Show computations and provide other information that supports the amount requested.
2. Supplies can include some types of small equipment (e.g., fax machine). Please consult with the department regarding equipment that can be recorded as a supply.

Return to Summary Page

Line 6 - Contractual Services ***Return to Summary Page***

Costs of indirect services acquired by the contractor under a separate contract or subcontract.

Expense type: Contractual Services	**Explanation - Description of Expense**	**Total $**
Line 6 Total	n/a	$0

Return to Summary Page

Note(s):

1. Costs of indirect services acquired by the contractor under a separate contract or subcontract.
2. Costs of all contracts for indirect services and goods except for those that belong under other expense types such as equipment, supplies, etc. Provide computations, a narrative description and a justification for each contract under this expens
3. Indirect services include contract consultants providing services such as computer support, payroll, accounts, legal, etc.

Return to Summary Page

Line 7 a - Rent ***Return to Summary Page***

Cost related to rent and utilities associated with provide direct client services.

Expense type: Misc./Other Costs	**Explanation - Description of Expense**	**Total $**
Line 7 Total	n/a	$0

Return to Summary Page

Note(s):

1. Costs of all rent and utility expenses used to directly support the delivery of the project. Specify physical address in the description.

Return to Summary Page

Line 7 b- Utilities ***Return to Summary Page***

Cost related to rent and utilities associated with provide direct client services.

Expense type: Misc./Other Costs	**Explanation - Description of Expense**	**Total $**
Line 7 Total	n/a	$0

Return to Summary Page

Note(s):

1. Costs of all rent and utility expenses used to directly support the delivery of the project. Specify physical address in the description.

Return to Summary Page

Line 8 - Department Specific Costs

Please itemize all expenses ***Return to Summary Page***

Expense type: Dept. Specific Costs	**Explanation - Description of Expense**	**Total $**
Line 8 Total	n/a	$0

Return to Summary Page

Note(s):

1. List any department specific cost or expense that cannot be listed on any other budget line. Provide computations (where appropriate), a narrative description and a justification for each cost under this expense type.

Return to Summary Page

Line 9 - Misc./Other Costs ***Return to Summary Page***

Please itemize all expenses

Expense type: Misc./Other Costs	**Explanation - Description of Expense**	**Total $**
Line 9 Total	n/a	$0

Return to Summary Page

Note(s):

1. Such costs may include but are not limited to: printing and publication, training, conferences and other costs. Provide computations, a narrative description and a justification for each cost under this expense type.

Return to Summary Page

Line 10 - Administrative Overhead ***Return to Summary Page***

Administrative Overhead costs

-------- Contract Amount Only -------

Expense type: Administrative Overhead	Explanation - Description of Expense	Salary $	Fringe $	Total $
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
Line 10 Total	n/a	$0	$0	$0

Return to Summary Page

Note(s):

1. Includes total administrative and overhead costs indirectly associated with the project but attributable to the overall operation of the contractor such as: costs for the overall direction of the contractor's organization; central executive functions that do not directly support the specific project; costs for general record keeping, budgeting, fiscal management, accounting, personnel and procurement; etc. Provide total administrative / overhead costs as a percentage of total Personnel and Fringe costs.

Return to Summary Page

Line 11 - Revenue

Please itemize all revenue, income, agency contribution, and matches, if any, expected to be generated from this project.

Return to Summary Page

Revenue type: Income/Matches	Explanation - Description of Revenue	Total $
Line 11 Total	n/a	$0

Return to Summary Page

Note(s):

1. Describe the nature, source and anticipated use of project revenue, income, agency contribution, and matches, if any. Provide computations, a narrative description and a justification for each category.

Return to Summary Page

Agency Contribution

List any agency contributions that are not part of Revenue in Line 11.

Return to Summary Page

Agency Contribution		Total $
Agency Contribution Total	n/a	$0

Note(s):

1. Describe any agency contributions not accounted for in line 11. This is a Department specific item and does not apply to all contracts. Check with your Department.

Return to Summary Page

Nassau County Human Services
Universal Budget Form

Fiscal Summary

Return to Face Sheet

Contract # CQHS26000065
Contract Period Start: 01/01/26
End: 12/31/26
Contractor Name: 3 D's Aftercare Inc
Program Name: Middle School Mingle/Teen Cafe and DARIA

Expense type	Total $
Personnel (Salary plus Fringe)	$63,200
OTPS	$11,800
Administrative Overhead	$0
Gross Expenditures (Lines 1 – 10)	$75,000
Revenue, Income, Agency Contribution, Matches	$0
Net Budget Total (Lines 1 – 10 minus line 11)	$75,000
Agency Contribution	$0
Net Contract Total (Net Budget Total minus Agency Contribution)	$75,000

Return to Face Sheet

Source	Total $	Percentage
State	$-	0
Federal	$-	0
Sub Total – State/Fed	$0	0
Local	$-	100
Total	$0	100

Return to Face Sheet

BRUCE A. BLAKEMAN
COUNTY EXECUTIVE

JILL D. NEVIN
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES

60 Charles Lindbergh Boulevard Uniondale, New York 11553-3687
Phone: (516) 227-8930 Fax: (516) 227-8971

TO: Robert Cleary, Chief Procurement and Compliance Officer, Nassau County

FROM: Seema Zaki, Accounting System Specialist, Department of Human Services

DATE: July 1, 2026

SUBJECT: Delay Memo for 3 D's Aftercare -CQHS26000065

The 2026 Contract was sent to the Agency on 05/26/26 after approval of the RFP by the County.

Contract period is from 01/01/26-12/31/26.

Updated Consultant form and Worker's comp certificate was received on 07/01/26. The 2026 package was uploaded to ECRS when the required documents were compiled.

If you have any questions, please reach out to me at (516) 227- 7003.

Thank you,

Seema Zaki

3DSAFTE-01 ABROOKINS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure East Insurance Services, LLC 3 Sylvan Way Suite 200 Parsippany, NJ 07054	CONTACT NAME: Alicia Brookins PHONE (A/C, No, Ext): (973) 227-0025 FAX (A/C, No): (973) 227-4026 E-MAIL ADDRESS:
INSURED 3D's Aftercare Inc. 2375 Harrison Ave Baldwin, NY 11510	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Progressive Casualty Insurance Company — 24260 INSURER B : State Insurance Fund Workers' Compensation Fund #90 — 36102 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO			02564239	9/29/2025	9/29/2026	BODILY INJURY (Per person)	$ 100,000
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 300,000
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 50,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			H 2513 275-4	5/27/2026	5/27/2027	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Nassau County Youth Services 60 Charles Lindbergh Blvd Uniondale, NY 11553	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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3DSAFTE-01 FMAURO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/15/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Acrisure East Insurance Services, LLC 3 Sylvan Way Suite 200 Parsippany, NJ 07054	PHONE (A/C, No, Ext): (973) 227-0025	FAX (A/C, No): (973) 227-4026
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
3D's Aftercare Inc. 2375 Harrison Ave Baldwin, NY 11510	INSURER A : The Cincinnati Insurance Company	10677
	INSURER B : Progressive Casualty Insurance Company	24260
	INSURER C : State Insurance Fund Workers' Compensation Fund #90	36102
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		EPP 0621581	7/1/2026	7/1/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO			02564239	9/29/2025	9/29/2026	BODILY INJURY (Per person)	$ 100,000
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 300,000
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 50,000
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A		H 2513 275-4	5/27/2026	5/27/2027	E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Nassau County Youth Services
60 Charles Lindbergh Blvd
Uniondale, NY 11553

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
3 D'S AFTERCARE INC
2375 HARRISON AVENUE
BALDWIN, NY 11510

1b. Business Telephone Number of Insured
(347) 631-7494

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*

1c. Federal Employer Identification Number of Insured or Social Security Number
261344106

2. Name and Address of Entity Requesting Proof of Coverage
(Entity Being Listed as the Certificate Holder)
NASSAU COUNTY YOUTH SERVICES
60 CHARLES LINDBERGH BLVD
UNIONDALE, NY 11553

3a. Name of Insurance Carrier
New York State Insurance Fund (NYSIF)

3b. Policy Number of Entity Listed in Box "1a"
DBL 7395 22 - 2

3c. Policy effective period
07/28/2025 to 07/28/2027

4. Policy provides the following benefits:
- ☒ A. Both disability and paid family leave benefits
- ☐ B. Disability benefits only
- ☐ C. Paid family leave benefits only

5. Policy covers:
- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
- ☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 7/23/2026 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier,this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Certificate Number 897273

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Worker's Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits, and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) 3 D'S AFTERCARE INC 881 MERRICK ROAD BALDWIN, NY 11510 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (347) 631-7494 1c. Federal Employer Identification Number of Insured or Social Security Number 261344106
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) NASSAU COUNTY YOUTH SERVICES 60 CHARLES LINDBERGH BLVD UNIONDALE, NY 11553	3a. Name of Insurance Carrier **New York State Insurance Fund (NYSIF)** 3b. Policy Number of Entity Listed in Box "1a" DBL 7395 22 - 2 3c. Policy effective period 07/28/2025 to 07/28/2026

4. Policy provides the following benefits:
   - ☒ A. Both disability and paid family leave benefits
   - ☐ B. Disability benefits only
   - ☐ C. Paid family leave benefits only

5. Policy covers:
   - ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
   - ☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 8/1/2025 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier,this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Certificate Number 849778

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Worker's Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits, and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

NEW YORK STATE INSURANCE FUND

3 D'S AFTERCARE INC

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

NOTICE OF COMPLIANCE

New York State Disability Benefits

Disability Benefits For Employees

1. If you are unable to work because of an illness or injury, not work-related, you may be entitled to receive weekly benefits from your employer, his or her insurance carrier, or from the Special Fund for Disability Benefits.
2. To claim benefits you must file a claim form within 30 days from the first date of your disability, but in no event more than 26 weeks from such date.
3. Complete claim form DB-450 (Notice and Proof of Claim for Disability Benefits)
   You may obtain the form from your employer, his or her insurance carrier, your health provider, any Unemployment Insurance Office, the Workers' Compensation Board's website (www.wcb.ny.gov) or any office of the Board.
   IMPORTANT: Before filing your claim, your health provider must complete the "Health Care Provider's Statement" on the form showing your period of disability.
   - If you are employed, or have been unemployed for four weeks or less when your disability begins, send the completed form to your employer or the insurance carrier named below.
   - If you have been unemployed more than four weeks when your disability begins, send the completed form to the Workers' Compensation Board, Disability Benefits Bureau, 328 State Street, Schenectady, New York 12305.
4. You are entitled to be treated by any physician,chiropractor, dentist, nurse-midwife, podiatrist or psychologist of your choice. However, unlike workers' compensation, your medical bills will not be paid unless your employer and/or union provide for the payment of such bills under a Disability Benefits Plan or Agreement.
5. If you are ill or injured during the time you are receiving Unemployment Insurance Benefits, file a claim for Disability Benefits as soon as you sustain the injury or illness, by following the instructions outlined above.
6. If you are out of work in excess of seven days, your employer is required to send you a Disability Benefits Statement of Rights (Form DB-271S).
7. You may not take disability benefits at the same time as paid family leave benefits. The total amount of disability and paid family leave in a 52 week period cannot exceed 26 weeks.
8. Other information about disability benefits may be obtained by writing or calling the Workers' Compensation Board.

NYSIF
PO Box 66699
Albany, NY 12206

Policy #: **DBL 7395 22-2** Effective From: **07/28/2025** To: **07/28/2026**

☒ Statutory ☐ Under a Plan or Agreement

Class(es) of Employees Covered:

NYS Workers' Compensation Board
Customer Service: (877) 632-4996
www.wcb.ny.gov

PRESCRIBED BY THE CHAIR, WORKERS' COMPENSATION BOARD
THIS NOTICE MUST BE POSTED CONSPICUOUSLY IN AND ABOUT THE EMPLOYER'S PLACE OR PLACES OF BUSINESS.
Employers must post DB-120 so that all classes of their employees know who will pay their benefits.

THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION

DB-120 (11-17)

Certified: --

E-109-26

Filed by the Clerk of the Nassau County Legislature
September 4, 2026
11:26AM

NIFS ID: CQPD26000005

Capital:

Contract ID #: **CQPD26000005**

NIFS Entry Date: **07/14/2026**

Department: Police Dept.

Service: **Impound and Towing Services**

Term: **Date of Execution-five years**

Contract Delayed:

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue: **X**	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **All County Hook-Up Towing** DBA: **All County Towing & Recovery**	ID#:**743067002**
Main Address: **66 E. Merrick Road Freeport, NY 11520**	
Main Contact: **Joseph Calvagno**	
Main Phone: **(516) 379-0223**	

Department:
Contact Name: **Karen Taggart**
Address: **1490 Franklin Avenue Mineola, New York 11501**
Phone: **(516) 573-7210**
Email: **ktaggart@pdcn.org**

Contract Summary

Purpose: This is a new contract to provide vehicle impound and towing services for the Nassau County Police Department. The Department requires these services to be available at the direction of the Department seven days a week/ 24 hours a day to tow, store and release vehicles as needed by the Department. This contract has been awarded pursuant to Bid Number 96890-06115-120

Procurement History: Bid Number 96890-06115-120. Contractor was selected as the highest responsible bidder for Zones 16 and 20 (Nassau County Ordinance 175-14) meeting the specifications and qualifications contained in the bid.

Description of General Provisions: Contractor will provide towing and storage services for the Police Department. Vendor will charge the owners of the vehicles towing and storage fees which are set pursuant to County Ordinance.

Impact on Funding / Price Analysis: Contractor agrees to pay for the franchises granted herein as outlined below:

Zone 16: $28,801,00 per annum

Zone 20: $18,455.00 per annum

Total: $47,256.00 per annum

To be paid in monthly installments to the County.

Although the contracts awarded by way of this bid are revenue contracts, the County is required to pay towing and storage when a vehicle is placed on a Departmental hold.

Change in Contract from Prior Procurement: N/A

Method of Source Selection:

☑ Formal Sealed Bid awarded to lowest, responsible bidder

Contract #: 96890-06115-120

Advertised On: 05/08/2025

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Publicly Opened On: 06/11/2025

Number of bids received: 12

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
PDH	10	1143	DE	PDPDH1143	DE500	PDPDH1143 DE500	01	$30,000.00
						TOTAL		**$30,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	X
County	$30,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$30,000.00**

Routing Slip

Department			
NIFS Entry	Karen Taggart	07/15/2026 03:50PM	Approved
NIFS Final Approval	Karen Taggart	07/15/2026 05:31PM	Approved
Final Approval	Daniel Bonanno	07/16/2026 12:40PM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	07/21/2026 04:29PM	Approved
RE & Insurance Verification	Shannon Molloy	07/21/2026 02:43PM	Approved
NIFS Approval	Mary Nori	07/29/2026 03:25PM	Approved
Final Approval	Mary Nori	07/29/2026 03:25PM	Approved
OMB			
NIFS Approval	Jeffrey Nogid	07/16/2026 05:00PM	Approved
NIFA Approval	Irfan Qureshi	07/22/2026 01:26PM	Approved
Final Approval	Irfan Qureshi	07/22/2026 01:26PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	07/29/2026 04:04PM	Approved
DCE Compliance Approval	Andrew Levey	07/30/2026 10:38AM	Approved
Vertical DCE Approval	Arthur Walsh	09/03/2026 02:12PM	Approved
Final Approval	Arthur Walsh	09/03/2026 02:12PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	09/04/2026 11:04AM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, NY 11501 (the "Department"), and **All County Towing** (the "Contractor"), a New York State corporation having its principal place of business at 66 E. Merrick Road, Freeport, NY 11520 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement;

WHEREAS, the Contractor desires to perform the services described in this Agreement;

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1) **Terms and Conditions.**
   All terms, conditions, and the parties' obligations under this Agreement are identified within **EXHIBIT A** ("All County Towing Formal Sealed Bid Proposal"), which is hereby incorporated by reference.
2) **Services.**
   The Services to be provided by the Contractor under this Agreement shall consist of the items listed within **EXHIBIT A**. Contractor shall provide these services within Zone Sixteen (16) and Zone Twenty (20), as delineated on page 40 of **EXHIBIT A**.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

ALL COUNTY TOWING

By: _____

Name: JOSEPH CALVAGNO

Title: president

Date: 5/1/2026

NASSAU COUNTY

By: _____

Name: _____

Title:
Chief Deputy County Executive

Date: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 1st day of May in the year 2026 before me personally came Joseph Calogero me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the president of All County Towing, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

CRAIG ROBERTS
Notary Public, State of New York
No. 4620421
Qualified in Nassau County
Commission Expires June 30, 2027

Craig Roberts
NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____day of _____ in the year _____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

EXHIBIT A

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK **COUNTY OF NASSAU** BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM	BID NUMBER 96890-06115-120 Dated: Ad. 05/08/2025 BID OPENING DATE June 11, 2025 11:00 A.M. E.D.S.T.
	BUYER Timothy Funaro TELEPHONE 516-571-7720	REQUISITION NUMBER N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

OFFICE OF PURCHASING

BID TITLE: County Tow and Impound Garage Contracts

JUN 11 2025

OPENED 11AM

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS MADE WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF 0 PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO: Nassau County Police Department Chief of Support 1490 Franklin Ave. Mineola, N.Y. 11501	GUARANTEED DELIVERY DATE same day DAYS AFTER RECEIPT OF ORDER EMPLOYERS FEDERAL TAX ID NUMBER [redacted]

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER	All County Towing		
ADDRESS	66 E. Merrick Road		
CITY	Freeport	STATE NY	ZIP CODE 11520
TELEPHONE	516/378-9486		
SIGNATURE OF AUTHORIZED INDIVIDUAL		PRINT OR TYPE NAME OF SIGNER AND TITLE	Joseph Calvagno president

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.

7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

8. Awards will be made to the highest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Venders expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX. Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224 2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director, Office of Purchasing

2. PRICES: The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson- Patman Act) do not apply to purchases made by the County.

3. SURETY: In the event that an award is made hereunder, The Department reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

4. AWARD: The Department reserves the right before making award to make investigations as to whether or not the items, qualifications facilities, services offered by the Bidder meet the requirements set forth herein and are sample and sufficient to ensure the proper performance in the event of awarded. The Bidder must be prepared, if requested by the Department, to present evidence of experience, ability and financial standing. If it is found that the conditions of the bids are not complied with or that articles, equipment or services proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Department may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Department to make any examinations before award: and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all the requirements and conditions of the bid.

5. The Department reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Department determines the best interests of the County of Nassau will be served. The Department, in its sole discretion, may accept or reject illegible, incomplete or vague bids and that decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Department reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

6. Awards will be made to the highest responsible Bidder. Consideration will be given to the reliability of the Bidder and ability to meet the specifications of this bid.

7. The Department reserves the right to reject all bids in whole or in part and to waive technical defects, irregularities and omissions if in its judgment the best interest of the County will be served.

8. All work/services performed by the Contractor pursuant to this contract are subject to inspection and approval by an authorized and designated member of the Department. The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the County of Nassau shall so notify the Contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, and the Contractor continues to omit or unsatisfactorily perform the required services, the County of Nassau will terminate this contract for cause as set forth in paragraph 18 below.

9. The bidder warrants that he is not in arrears to the county of Nassau upon dept or contract, and that he is not in default as surety, contractor, or otherwise, upon any obligation to the county.

10. Billing for any fees owed by the County to the Contractor pursuant to Paragraph O (Scope of Services) below must be submitted by the Contractor to the County using County voucher forms. Vouchers; Voucher Review, Approval and Audit. All payments shall be made in arrear and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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BIDDER **TITLE**

a. submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

b. Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

c. No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the county.

d. Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

11. GUARANTEES BY BIDDER: Bidder hereby guarantees:

a. To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County.

b. His services against defective material or workmanship and to repair any damages or marring occasioned in transit.

c. To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

d. To pay for all permits, licenses and fees and give all notices and comply with all law ordinances, rules and regulations of the city, village or town, and of the County of Nassau and the State of New York relating to the performance of the specifications set forth in this bid.

e. <u>To carry Insurance as described below:</u>

i. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense:

1. One or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage.

2. If contracting in whole or part to provide personal services related to towing of automobiles, one or more policies for Automobile Liability insurance for Any Auto, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage.
3. Workers compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law,
4. Such additional insurance as the County may from time to time specify a waiver of subrogation is granted in favor of the County of Nassau.

ii. Acceptability; Deductibles; Sub-Contractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be:
   1. Written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County and which is (2) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any sub-contractor hired in connection with the Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

iii. Delivery; Coverage Change: No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material reach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and

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president TITLE

a. irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
b. That the services furnished shall conform to all provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished or services provided.

12. LABOR LAWS and ANTIDISCRIMINATION: Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220, 220a, 220b, 220d, 220e, and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered thereunder, and shall at all times observed and comply with said ordinances, laws and regulations at his sole cost and expense.

13. ASSIGNMENT: The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement and the rights and obligations hereunder without the prior written consent of the County.

14. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/designated representative.

15. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

16. GOVERNING LAW: Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to conflict of laws provisions thereof.

17. All Contractor personnel assigned to any requirement of a contract established must be fully qualified to perform the services required as set forth herein and abide by all applicable laws.

18. TERMINATION: This Agreement may be terminated:

a. i. For any reason by the County upon thirty (30) days' written notice to the Contractor ii. For "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination

iii. Upon mutual written agreement of the County and the Contractor, and/or

iv. In accordance with any other provisions of this Agreement expressly addressing termination,

b. As used in this Agreement the word "Cause" includes:

i. A breach of this Agreement,

ii. The failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and

iii. The termination or impending termination of federal or state funding for the services to be provided under this Agreement.

c. By the Contractor: This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor' ability to perform its obligations and not to a judgement as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period of sixty days' notice is impossible), a notice stating:

i. That the Contractor is terminating this Agreement in accordance with this subsection,

ii. The date as of which this Agreement will terminate, and

iii. The facts giving rise to the Contractor's right to terminate under the subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

d. Contractor Assistance Upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

19. CONFIDENTIALITY:

The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, evidence, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least

a. the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.
b. Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;
c. If applicable, Vendor and/or vendors employees/agents, subcontractors, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

20. LIMITATIONS ON ACTIONS AND SPECIAL PROCEEDINGS AGAINST THE COUNTY: No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
    a. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary 6 moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
    b. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: All County Towing

Address: 66 E. Merrick Road, Freeport, NY 11520

Telephone No: 516/378-9486 Email: ALLCOUNTYTOWS@AOL.COM

1. State Whether: A Corporation ✓

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

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BIDDER SIGN HERE _____ BIDDER

president TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

QUALIFICATION STATEMENT

BIDDER'S NAME: All County Towing

ADDRESS: 66 E. Merrick Road, Freeport, NY 11520

1. STATE WHETHER: CORPORATION ✓ INDIVIDUAL _____
   PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
   PRESIDENT Joseph Calvagno, [redacted]
   VICE PRESIDENT
   SECRETARY
   TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? yes
   IF SO, WHEN? 2025

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 23

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? no
   IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED?

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUAL'S NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CITY
Joseph Calvagno	president	23	all types of towing	entire area

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
   been towing for Nassau County for many years

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION
   Joseph Calvagno - president

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BIDDER SIGN HERE _____ president
BIDDER TITLE

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: City of Long Beach
ADDRESS: 1 West Chester Street
Long Beach, NY 11561
TELEPHONE: 516/705-7318 CONTACT PERSON: Jaime Price
CONTRACT DATE: 2022

2. REFERENCE'S NAME: Village of Rockville Centre
ADDRESS: One College Place
Rockville Centre, NY 11570.
TELEPHONE: 516/678-9300 CONTACT PERSON: Lisa Strazzeri
CONTRACT DATE: 2019

3. REFERENCE'S NAME: Town of Hempstead
ADDRESS: One Washington St Hempstead, NY 11550
TELEPHONE: 516/489-5000 CONTACT PERSON: Elizabeth Powers
CONTRACT DATE:

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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president TITLE

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

Definitions:

As used in this Appendix EE the term **"Executive Director"** shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term **"Subcontract"** shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term **"Subcontractor"** shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

As used in this Appendix EE the term **"Best Efforts Checklist"** shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term **"County Contract"** shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term **"County Contractor"** means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE **"Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises"** shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ president
BIDDER **TITLE**

a. suggested to be included with the Best Effort Documentation

b. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

c. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

d. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

e. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

f. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

g. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

h. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

Rule:

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from

Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any

County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

Pursuant to General Municipal Law Section 103-g, which generally prohibits the County from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Bidder submits the following certification:

PLEASE CHECK ONE:

☑ By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

OR

☐ I am unable to certify that the Bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: 5/23/2025

(Signature of Bidder)

Print Name: JOSEPH CALVAGNO

Print Title: PRESIDENT

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ (BIDDER) _____ president (TITLE)

Procurement Lobbying Law

Pursuant to State Finance Law §§139-j and 139-k, this Bid includes and imposes certain restrictions on communications between a Governmental Entity and an Offeror/bidder during the procurement process. An Offeror is restricted from making contacts from the earliest posting, on a Governmental Entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with article four-C of the economic development law of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from Offerors intending to result in a Procurement Contract with a Governmental Entity through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, the Office of the State Comptroller ("Restricted Period") to other than the Designated Contacts for the Governmental Procurement unless it is a Contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The Designated Contact(s) for this Governmental Procurement, as of the date hereof, are identified on the first page of this solicitation. County employees also are required to obtain certain information when Contacted during the Restricted Period and make a determination of the responsibility of the Offeror pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offeror is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the County's website. All questions or concerns regarding this Bid must be directed to the designated contact person named on the first page of the bid.

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BIDDER SIGN HERE _____ president
BIDDER TITLE

OFFEROR'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(3) and §139-j(6)(b)

Offeror Certification:

Offeror affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

Date: 5/28/2025

Signature: [signature]

Name: JOSEPH CALVAGNO

Title: president

Contractor Name: All County Towing

Contractor Address: 66 E. Merrick Road

Freeport, NY 11520

Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse,

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BIDDER SIGN HERE [signature] BIDDER president TITLE

child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

a) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.
b) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
c) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

a) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
b) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
c) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
d) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
e) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement;
f) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any sub-contractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and
g) The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)

INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Department" as used herein, shall be deemed as a reference to the Nassau County Police Department.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment and services in its entirety, as listed in the contract documents, and is to include everything necessary and/or required to execute all the work as herein specified.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

M/WBE, SDVOB and DBE Participation: The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their bid. For more information regarding the County's DSVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ president
BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY**. **THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M**. LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** president **TITLE**

INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing TOW and MOTOR VEHICLE STORAGE services for the Nassau County Police Department in order that they may enjoy uninterrupted service in consideration for payment of the highest prices bid for each zone.

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under contracts.

PERIOD COVERED: Shall be for five (5) years from the effective date of the contract. The County of Nassau reserves the right to extend the contract up to an additional two (2) year(s), at up to one (1) year options. However, the termination of the contract may be further extended up to two (2) months beyond the stated termination date. The maximum period of any contract as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months. The decision to renew the contract will be at the sole discretion of the County and may be exercised by written notice thereof to the Contractor.

AWARD: If any, will be made to the highest responsible bidder for each zone who in the judgment of the Police Department, meets the specifications and qualifications stated herein. The award(s) will be granted when approved by the Nassau County Legislature and executed by the County Executive. The awarding of a bid will enable the successful bidder to perform the services under the terms specified herein for the period indicated and at the prices bid upon.

******BID SECURITY**: Each bidder shall submit with their bid offer at the date and time scheduled for the bid opening, a **CERTIFIED CHECK OR BID BOND, payable** to the County of Nassau for: **ONE THOUSAND DOLLARS ($1,000.00).** Upon the issuance and consummation of any Purchase Order by the Office of Purchase issued hereunder, the bid security will be returned. The bid security of unsuccessful bidders will be returned after an award is made.

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BIDDER SIGN HERE _____ **BIDDER** president **TITLE**

REQUIRED VENDOR DISCLOSURE FORMS

Prior to the bid opening, the following disclosure forms (the "Disclosure Forms") must be submitted in the Nassau County Vendor Portal at

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627:

a) A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.
b) All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.
c) The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form
d) Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

PLEASE NOTE:

- If a bidder has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the bidder must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the bid opening date. The bidder must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration.

REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the Department in writing prior to the bid opening. The failure of the bidder to notify the Department, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the Department receives a notification from a bidder of an inconsistency, ambiguity, omission or error in the Contract documents, the Department will, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the Department, and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

Please note that all bidder requests for information or clarification must be received by the Department at least seven days prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.

Ordinance # 153-2018

Pursuant to Ordinance# 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

Value of Contract	Administrative Fee
$0-$10,000	$0
Over $10,000-$50,000	$160
Over $50,000-$100,000	$266
Over $100,000	$533

After an award, the successful bidder(s) will be notified by the Police Department or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to waive the fee.

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

1. The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

This 23rd day of May, 20 25 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: All County Towing

Address: 66 E. Merrick Road

Street:

City, Town, etc: Freeport, NY 11520

Telephone: 516/378-9486 Title: president

Email Address: ALLCOUNTYTOWS@AOL.COM

If applicable, responsible Corporate Officer:

Name Joseph Calvagno Title president

Signature: [signature] Sign Here

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE [signature] **BIDDER** president **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE MAY RESULT IN AUTOMATIC REJECTION OF THE BID.

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT, CROSS-OUTS OR LIFT-OFF TAPE MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid price in the appropriate column on bid pages or forms attached hereto. I. Bidders shall submit one (1) original bid document and all applicable attachments.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number [redacted] **State Exemption Number:** [redacted]

Bid document must be signed by proprietor, partner or corporate officer.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Department will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 8 for further details

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

NOTICE TO ALL BIDDERS:

Bids are hereby solicited for the services specified herein which are to be performed at the locations indicated, and in strict accordance with all specifications, terms and conditions as set forth herein and made part hereof.

SPECIFICATIONS/SCOPE OF SERVICES

The purpose of this bid is to establish a yearly price to be paid by the successful bidder for the designation as a County Tow and Impound Garage; and, who shall thereafter have the exclusive right within the specific geographic zone(s) awarded to the bidder to provide towing services and storage facilities within the specific geographic zone as described below in pages 30-35 at the direction of the Nassau County Police Department on a twenty-four (24) hour, seven (7) day a week, three hundred sixty-five (365) days a year basis; store motor vehicles on the Contractor's property for an unspecified period; and perform necessary work at the scene of an automobile accident and at storage facility when directed by the Department.

In submitting his/her bid, the bidder declares and affirms that he understands and agrees to the following:

A. To make services available on a twenty-four (24) hour, seven (7) day a week, three hundred sixty-five (365) days a year basis within the geographic area of the zone(s) awarded to the bidder
B. Contractor must provide towing services and storage to the zones adjacent to the assigned zones when the vendor servicing said adjacent zone is unavailable.
C. Contractor must agree to provide towing services at mutually convenient times from his/her premises to a COUNTY owned storage facility, or from one COUNTY owned storage facility to another COUNTY owned storage facility including circumstances when the COUNTY owned storage facility is outside his assigned zone or zones.
D. Contractor will be required to own or have at his immediate disposal at the time of the bid opening and continuously throughout the term of the CONTRACT the facilities, tow trucks and other equipment sufficient to serve the zone(s) for which he/she has bid based on the average number of impounds for that zone as set forth below in "MINIMUM REQUIREMENTS" Section, page 29.
E. Contractor shall own or lease premises within the boundaries of the zone assigned or an adjacent zone in the County of Nassau. The premises shall be fenced, secured and utilize securily cameras, lighted and sufficient to store the number of vehicles set forth in the minimum requirements for the zone(s) awarded as set forth below in MINIMUM REQUIREMENTS Section, page 29, .
F. Successful bidder agrees to respond to calls from the DEPARTMENT immediately and to arrive at the scene as quickly as "time of day" traffic will permit and in no event longer than one (1) hour from the time of the call.
G. Contractor agrees to be available during regular business hours Mondays through Fridays for vehicle owners to pick up their vehicles, provided, however, that if Contractor is closed on weekends and a vehicle owner attempts to pick up their vehicle CONTRACTOR may not charge for storage for those days.
H. Contractor shall, at all times during the term of this Agreement, be licensed to operate tow car services in the municipalities within the zone or zones assigned.
I. The successful bidder shall not delegate towing services to any other agency without the express approval of the Office of Purchasing and the Nassau County Police Department.
J. In the event of an accident requiring the removal of large or extremely heavy vehicles, including but not limited to trailer trucks, vans, and tank trucks, from the streets, roads, places and highways of the zone or zones assigned, and the Contractor assigned Zone 23 (which encompasses the entirety of Nassau County for the purposes of heavy duty towing) is unable to perform such services, Contractor may in such cases, and only in such cases, call upon a tow company possessing equipment capable of doing such work. Contractor shall furnish to the DEPARTMENT the name of the company to be engaged for this purpose together with proof that such company has agreed to respond as called by the DEPARTMENT seven (7) days a week, twenty-four (24) hours a day. The tow company engaged for this purpose must be licensed to operate tow car services in the municipalities within the zone or zones. CONTRACTOR shall notify the DEPARTMENT of any change in the company CONTRACTOR engages for such work. CONTRACTOR agrees that the tow company engaged for this purpose shall maintain Workers' Compensation Insurance and Liability Insurance as set forth in above in Terms and Conditions Section, page 3, paragraph 11(e) of this Agreement, or such other insurance that the COUNTY may reasonably require. CONTRACTOR further agrees that the tow company engaged for this purpose shall provide insurance certificates to COUNTY as a condition precedent to undertaking any work for or on behalf of CONTRACTOR.
K. CONTRACTOR agrees to employ at his premises at all times during the life of the Agreement and any renewals or extensions thereto, a mechanic of sufficient ability and experience to make brake examinations of impounded vehicles during business hours and to give testimony as to the condition of the brakes of the impounded vehicles so examined when requested by the DEPARTMENT.
L. CONTRACTOR agrees to submit to an initial inspection by personnel of the Nassau County Office of Purchasing and the DEPARTMENT as well as to periodic inspections by authorized members of the DEPARTMENT to assure his continued ability to perform this Agreement as specified herein. CONTRACTOR further agrees to notify the DEPARTMENT when a new employee is hired and agrees to require that the new hire submit to a background investigation by the DEPARTMENT.
M. CONTRACTOR, upon removing a wrecked or damaged vehicle from the roadway and/or highway, agrees to remove any glass or other injurious substance dropped upon the highway from such vehicle as required by section 1219 of the New York State Vehicle and Traffic Law.
N. CONTRACTOR agrees to abide by all lawful instructions, directions and requests of the member of the DEPARTMENT at the scene or incident to which he is called to perform the services specified herein.
O. CONTRACTOR must abide by the following impound rates on fixed-sum basis as follows, provide however, if these fees are amended by county ordinance the Contractor upon thirty days' notice, must abide by any ralevant amended ordinance:

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IMPOUND RATES (MAXIMUM ALLOWABLE)

Tow Rates

i. Towing to a Contractor's premises
   a. Passenger cars, taxis and motorcycles $125.00
   b. Commercial vehicles up to 8,000 pounds unladen $200.00
   c. Commercial vehicles over 8,000 (plus $15.00 per each additional 4,000 pounds or part thereof) $200.00
   d. Commercial vehicles that require a tow truck with a gross vehicle weight rating of over 30,000 pounds $300.00

ii. Towing from a Contractor's premises to a County-owned storage facility
   a. Passenger cars, taxis and motorcycles $125.00
   b. Commercial vehicles $200.00

NO MILEAGE CHARGE IS PERMITTED

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

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Storage Rates (other than County Storage Rates)

i.Storage for each 24-hour period or part thereof for the first seven days
- a. Passenger cars, taxis and motorcycles ..... $20.00 per day
- b. Commercial vehicles up to 30 feet in length ..... $30.00 per day
- c. Commercial vehicles exceeding 30 feet in length ..... $35.00 per day

ii.Storage for each 24-hour period or part thereof for each day after the first seven days up to the 30th day
- a. Passenger cars, taxis and motorcycles ..... $25.00 per day
- b. Commercial vehicles up to 30 feet in length ..... $35.00 per day
- c. Commercial vehicles exceeding 30 feet in length ..... $40.00 per day

iii.Storage for each 24-hour period or part thereof for each day after the 30th day
- a. Passenger cars, taxis and motorcycles ..... $30.00 per day
- b. Commercial vehicles up to 30 feet in length ..... $40.00 per day
- c. Commercial vehicles exceeding 30 feet in length ..... $45.00 per day

iv.Storage in a County-owned storage facility for each 24-hour period or part thereof
- a. Passenger cars, taxis and motorcycles ..... $20.00 per day
- b. Commercial vehicles ..... $20.00 per day

County Storage Rate

i.Motor Vehicles directed by the Department to be held for evidence or other reasons shall be charged a reduced total charge of $2.50 per day ONLY ("County Storage Rate") from the date of the official notification and remain in effect until the Contractor has been notified that the vehicle is officially released.

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

Brake Test

i.Brake test
- a. Passenger cars, taxis and motorcycles $60.00
- b. Commercial vehicles $80.00

P. When a vehicle is impounded by the DEPARTMENT pursuant to its duties under the provisions of the Nassau County Administrative Code and the New York State Vehicle and Traffic Law and delivered to the custody of Contractor, Contractor will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated above in "Paragraph O". The DEPARTMENT will notify Contractor when the vehicle is released from impound. If the owner of said vehicle or other authorized person fails to claim the vehicle, the department will release the vehicle from impound to the Contractor and it shall be the responsibility of Contractor to proceed in accordance with NYS Lien Law to dispose of the vehicle and to obtain payment of its fees.

Contractor shall not charge (except as otherwise indicated in this paragraph) the owner of the vehicle, or other authorized person claiming the vehicle, as provided above in "Paragraph O", when the DEPARTMENT advises Contractor that the vehicle is being held for evidence or other reasons, and the DEPARTMENT advises Contractor that the County will be responsible for the applicable charges as follows. Upon release of the hold on the vehicle, County shall pay the towing charge, the brake test charge (if requested by the DEPARTMENT) and the County Storage Rate ($2.50 per day) covering the period from the date of impound to the date of the next business day after the DEPARTMENT'S notification that the hold has been removed. In cases where the vehicle owner or other authorized person fails to claim the vehicle or fails to obtain release and the County releases the vehicle directly

Q. to the Contractor for purpose of obtaining payment of its fees in accordance with the provisions of the Lien Law of the State of New York, the Contractor is not entitled to payment of any towing or storage fees from the County and Contractor agrees to accept such vehicle in lieu of any consideration and proceed under the Lien Law. When vehicle is held pending resolution of a criminal case which involves Section 511 of the Vehicle and Traffic Law, or, where pursuant to statute, the registered owner of the vehicle is responsible for such payment, upon resolution of said case, the vehicle owner and not the County, shall be liable for all towing and storage fees, regardless of the existence or non-existence of a hold on the vehicle. Contractor shall be entitled to charge the vehicle's owner for any storage after the next business day after the DEPARTMENT'S notification that the hold has been removed beginning with the rate for the first seven (7) days.

R. Contractor shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the DEPARTMENT without written authorization of the DEPARTMENT.

S. Contractor shall be responsible for any and all damage occurring to an impounded vehicle while the vehicle is in its possession. Contractor shall also be responsible for all equipment and miscellaneous items impounded with the vehicle as listed on the "Motor Vehicle Impound Worksheet/Invoice" which Contractor will sign to acknowledge (P.D.C.N. Form 94A). During the time Contractor is in possession of an impounded vehicle, Contractor shall report any damage to the impounded vehicle including damage to the equipment and miscellaneous items therein to the local precinct immediately. Contractor shall also report any missing items to the local precinct immediately. CONTRACTOR, in a timely fashion, will cause the damage to be fixed, the item to be replaced or reimburse the owner of the vehicle (or other authorized person claiming the possession of the vehicle) in order that the damage may be fixed or the item replaced. However, CONTRACTOR will not take any action regarding any vehicle which is being held as evidence by the DEPARTMENT without first contacting DEPARTMENT and getting approval for said action in writing from an authorized member of the DEPARTMENT. CONTRACTOR shall cause an insurance claim to be filed with their insurance company if necessary to pay a claim.

T. Contractor shall allow and permit the owner of the impounded vehicle (or other authorized person claiming the possession of the vehicle) access to the impounded vehicle for the purpose of taking possession of any personal property found within the vehicle and obtaining proof of registration, financial security, title or documentation in support thereof, as required by section 511-b (7) of the New York State Vehicle and Traffic Law. Contractor shall notify the DEPARTMENT, by contacting the Precinct Impound Clerk ("Impound Clerk"), of a request by the owner (or other authorized person claiming the possession of the vehicle) for access to the impounded vehicle. CONTRACTOR shall identify and document (i) name, address, and phone number of any person accessing vehicle, (ii) date and time of access, (iii) vehicle being accessed, (iv) brief description of property removed from vehicle, and (v) signature of person accessing vehicle acknowledging the information documented. CONTRACTOR shall keep and maintain all such records, information, and data obtained as set forth above, in a logbook and pursuant to Paragraph U below. Contractor will not permit access to any vehicle being held as evidence by the Department to any individual without written approval to do so by an authorized member of the Department.

U. Contractor shall be responsible for the accurate preparation and maintenance of records relating to this contract in a ledger or binder in a neat and legible manner, arranged by precinct and impound number clearly denoting all details pertinent to the impound including but not limited to vehicle information including year, make, model, VIN number, date, time and location of impound, date of release, all fees and charges and any relevant communications with the DEPARTMENT or the vehicle owner. Contractor shall be responsible for the accurate preparation and maintenance of records consistent with acceptable bookkeeping procedures. Contractor shall provide copies of these records to the DEPARTMENT upon the expiration or termination of this Agreement.

V. Once each month, but not later than the 10th of the month, Contractor shall provide by e-mail a list of vehicles which they have on their premises to the email address designated by the Department. The notice shall include vehicle year, make, model, VIN number, date, time and location of impound. Failure to provide such notice may, in the County's sole discretion, result in Contractor's waiving their right to any outstanding charges due for storage of said vehicles.

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MINIMUM EQUIPMENT REQUIREMENT:

If the zone bid upon has an average number of impounds per month of twenty-five (25) or LESS, bidder must possess space for the storage of a minimum of twelve (12) vehicles and have a minimum of one (1) tow truck. The storage space must meet the specifications listed in Term and Conditions above.

If the zone bid upon has an average number of impounds per month of twenty-five (25) or MORE, bidder must possess space for the storage of a minimum of thirty (30) vehicles and have a minimum of two (2) tow trucks. The storage space must meet the specifications listed in the Terms and Conditions above

The minimum requirements to bid on Zone 23 (Heavy duty towing) are as follows: the minimum number of tow trucks required shall be – TWO (2) with such trucks having a capable of towing a vehicle with the gross vehicle weight of 10,001 pounds or more. The Nassau County Police Department will call upon the successful bidder for the zone which encompasses the entirety of Nassau County for the purpose of heavy duty towing to perform ALL the necessary work irrespective of which zone this work is located. Heavy duty towing shall mean towing any vehicle with a gross vehicle weight of 10,001 pounds or more.

NOTE: The historical number of impounds per month are attached to this bid and are based upon Police Department records.

Bid document must be signed by proprietor, partner or corporate officer.

Qualification statement must be completed and submitted with bid.

METHOD OF BIDDING: Bidders may bid on one or more zones as designated herein provided that the bidder owns or leases premises as described in the Terms and Conditions above in or adjacent to the zone bid, and as keyed on the map attached hereto and made part hereof. Moreover, a minimum number of required tow truck and storage spaces is required for each zone and is not to be deemed collective in nature.

METHOD OF AWARD: It is the intent of the County to award to the highest bidder meeting the requirements set forth in this bid. The County reserves the right to award by zone, by combination of zones, as a whole, or not at all, whichever the Deputy Director, Office of Purchasing, deems to be in the best interests of the County.

CHANGES IN ANNUAL PAYMENT: Should the County approve an increase or decrease in the maximum allowable charges as set forth in Paragraph 0 above (Specifications/Scope of Services) , the annual fee will be increased by the average percentage increase in the passenger towing and first seven days storage (using a 50/50 weighting). The percentage increase will be applied to the current monthly billing amount on the first day of the month following County approval of the increase on the maximum.

METHOD OF PAYMENT: Payment shall be made to the County of Nassau monthly in advance at the rate of 1/12 of the annual price as determined by the award of this bid.

CONTRACT ADMINISTRATION: The Fiscal Administration of any contracts resulting from this bid will be performed by the Personnel and Accounting Bureau of the Police Department; i.e., collection of monies, notices of amounts due, etc.

The Operational Administration will be performed by the Nassau County Police Department.

SPECIAL NOTICE TO BIDDERS:

Nothing in this bid, nor in any documents issued as a result of this bid, shall supersede or abridge the authority of the Police Departments of the several local governments, except by their own request.

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A criminal background investigation check will be conducted of all bidders and their employees. This investigation will be used to evaluate the bidders' qualifications to perform the services required.

This bid and any Contract awarded hereunder is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-42 of the Administrative Code of the County of Nassau and provisions of the Anti-Discrimination Order of the County of Nassau.

SECURITY: The Vendor shall obtain and file with the County of Nassau within seven (7) days, security in the minimum amount of ten thousand ($10,000) dollars, or in the event the annual contractual amount due exceeds ten thousand ($10,000) dollars, an amount equal to that annual sum, and shall be entrusted to the County of Nassau as reflected in the award. The security will guarantee the faithful performance of the contract, with the understanding that the whole, or any part hereof, may be used by the County of Nassau to supply any deficiency that may arise from the default of the vendor.

NOTICE TO BIDDERS:

Any contract awarded hereunder shall be subject to the Bid Terms and Conditions, Form No. PUR-4926D. 5/67. Rev. 2/83, to the extent not in conflict with the terms thereof.

ACCESS CLAUSE: If any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health & Human Services, or by the Controller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto, documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of four (4) years after the furnishing of any of the services described in this contract

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SPECIAL NOTICE TO BIDDERS

The bidders must submit copies of the following documents with their bid:

1. DMV Registration of tow vehicle(s).
2. Required Towing License(s).
3. Driver's License(s) of Operator(s).
4. Copy of Deed, or a Lease that covers the period of any contract that may be issued as a result of any award for this service.

Bidders must also be prepared to provide additional documents upon request, including but not limited to authorizations to conduct background investigations and site inspections.

FAILURE TO SUBMIT THESE DOCUMENTS MAY RESULT IN THE REJECTION OF THIS BID.

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In addition to the above prerequisites, bidders must cooperate with the Inspection Team, at the time specified by the Nassau County Police Department, as provided in the Terms and Conditions and Specifications/Scope of Services above, and be prepared to show the Inspection Team the following:

1. The required Towing Vehicles.
2. The required fenced, secured and lighted premises.

FAILURE TO COOPERATE WITH THE INSPECTION TEAM MAY RESULT IN DISQUALIFICATION.

BIDDERS SHALL ENTER THEIR BID OFFER IN THE SPACE PROVIDED AFTER EACH ZONE DESCRIPTION. PLEASE READ THE ZONE DESCRIPTION CAREFULLY AND REFER TO THE MAP FOR GENERAL LOCATION. IF BIDDING ON MORE THAN ONE ZONE, PLEASE BEAR IN MIND THAT YOU MUST DEMONSTRATE YOUR ABILITY TO MEET STORAGE AND TOWING REQUIREMENTS FOR THE TOTAL AREA BID. A CONTRACT WILL BE AWARDED TO ONLY ONE (1) CONTRACTOR PER ZONE.

REQUESTS FOR INFORMATION CONCERNING THIS BID MUST BE MADE TO THE DEPARTMENT

ATTN: Kara Guy
EMAIL: Kguy@pdcn.org

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COUNTY TOW ZONES

For the purpose of towing and/or storage of vehicles, the territory within the County of Nassau has been divided into twenty-three (23) zones. For each zone a competent and responsible garage owner will be selected and designated the County Franchise Tow and Impound Garage Contractor for that zone whereby such Contractor will be the exclusive franchisee and have the exclusive right to tow and store vehicles on behalf of the Department within the specified geographic zone. Each Contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage as specified in "Minimum Equipment Requirements Section" above, page 29 and be able to provide such services on a twenty-four (24) hour-a-day, seven (7) day a week basis. Each Contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as listed above in "Paragraph O"

NOTE: PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED THAT BID OFFERS WILL ONLY BE CONSIDERED IF YOUR MAIN PLACE OF BUSINESS IS LOCATED IN THE ZONE BEING BID OR THAT OF AN ADJOINING ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/DESCRIPTION.

NOTE: ZONES 1 & 4 MUST BE BID AS A UNIT.

ZONE 1

All the territory within the following boundaries: Beginning at a point where the northern boundary line of the Incorporated Village of Plandome Manor meets Manhasset Bay, then northerly along the eastern coast of Manhasset Bay to Barker's Point, then northeasterly along the Long Island Sound Coast to the western coast of Hempstead Bay to the northern boundary line of the Incorporated Village of Flower Hill, then westerly along the northern boundary line of the Incorporated Village of Flower Hill, and following said boundary to the northeast boundary line of the Incorporated Village of Plandome Manor, and westerly along said boundary to the point of beginning.

ZONE 4

All the territory within the following boundaries: Beginning at a point where Valley Road (New Hyde Park Road) meets the northern extremity of the westbound Long Island Expressway service road, then northerly along the eastern extremity of Valley Road to a point where the northern boundary line of the Incorporated Village of Plandome Manor meets the east coast line of Manhasset Bay, then easterly along the northern boundary line of the Incorporated Village of Plandome Manor, to the northern boundary line of the Incorporated Village of Flower Hill, and following the boundary line of the Incorporated Village of Flower Hill to Hempstead Harbor, then northerly along the east coast of Hempstead Bay to the town line of the Townships of North Hempstead and Oyster Bay, then southeasterly along said lines to the southeastern boundary of the Incorporated Village of East Hills, then westerly along the southern boundary of the Incorporated Village of East Hills to the northern extremity of the westbound Long Island Expressway service road, then westerly along the northern extremity of the westbound Long Island Expressway service road to the point of beginning.

ZONES 1 and 4 BID OFFER $ 5000.00 ANNUALLY

NOTE: ZONES 2 & 5 MUST BE BID AS A UNIT.

ZONE 2

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the eastern shore line of Hempstead Harbor and Hempstead Bay following the shore line of the Long Island Sound easterly and southerly to a point where the Nassau-Suffolk County lines meet in Cold Spring Harbor then southerly along said county lines to North Hempstead Turnpike (Northern Boulevard) then westerly along the northern extremity of North Hempstead Turnpike (Northern Boulevard) to the town line of the Townships of North Hempstead and Oyster Bay, then north westerly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

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ZONE 5

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the northern extremity of Northern Boulevard (North Hempstead Turnpike), then easterly along the northern extremity of Northern Boulevard (North Hempstead Turnpike) to the Nassau-Suffolk County Line, then southerly along the Nassau County Line to Jericho Turnpike, then westerly along the southern extremity of Jericho Turnpike to the town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONES 2 and 5 BID OFFER $ 3000.00 ANNUALLY

ZONE 3

All the territory within the following boundaries: Beginning at a point where the New York City Line meets the eastern shore line of Little Neck Bay, then northerly along the eastern shore of Little Neck Bay to Kings Point, then southerly along the western shore line of Manhasset Bay to Valley Road (New Hyde Park Road), then southerly along the eastern extremity of Valley Road (New Hyde Park Road) to the northern extremity of the westbound Long Island Expressway service road, then westerly along the northern extremity of the westbound Long Island Expressway service road to the New York City Line, then northwesterly along the New York City Line to the point of beginning.

ZONE 3 BID OFFER $ 3000.00 ANNUALLY

ZONE 6

All the territory within the following boundaries: Beginning at a point where the southern extremity of the eastbound Long Island Expressway service road meets the New York City Line, then easterly along the southern extremity of the eastbound Long Island Expressway service road to Willis Avenue, then southerly along the eastern extremity of Willis Avenue to Old Country Road, then westerly along the southern extremity of Old Country Road to Herricks Road, then westerly along the boundary lines of the Townships of Hempstead and North Hempstead to the New York City Line, then northerly along the New York City Line to the point of beginning.

ZONE 6 BID OFFER $ 6000.00 ANNUALLY

ZONE 7

All the territory within the following boundaries: Beginning at a point where Willis Avenue meets the eastbound Long Island Expressway service road, then easterly along the southern extremity of the eastbound Long Island Expressway service road to the southeast boundary line of the Incorporated Village of East Hills, then following the eastern boundary line of the Incorporated Village of East Hills to the boundary lines of the Townships of North Hempstead and Oyster Bay. Then southeasterly and southerly along said town lines to Old Country Road, then westerly along the southern extremity of Old Country Road to Willis Avenue, then northerly along the eastern extremity of Willis Avenue to the point of beginning.

ZONE 7 BID OFFER $ 10,000.00 ANNUALLY

ZONE 8

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the town line of the Townships of North Hempstead and Oyster Bay; then easterly along the southern extremity of Jericho Turnpike to the Nassau-Suffolk County line; then southerly along the Nassau-Suffolk County line to Old Country Road; then westerly along the southern extremity of Old Country Road to South Oyster Bay Road; then northerly along the eastern extremity of South Oyster Bay Road to the Northern State Parkway; then westerly along the southern extremity of the Northern State Parkway to the town line of the Townships of North Hempstead and Oyster Bay; then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONE 8 BID OFFER $ 3100.00 ANNUALLY

ZONE 9

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All the territory within the following boundaries: Beginning at a point where the Townships of North Hempstead and Oyster Bay meet the Northern State Parkway then easterly along the southern extremity of the Northern State Parkway to South Oyster Bay Road then southerly along the eastern extremity of South Oyster Bay Road to the boundary line of the Townships of Hempstead and Oyster Bay then southerly along the boundary line of the Townships of Hempstead and Oyster Bay to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the Wantagh State Parkway then northwesterly along the eastern extremity of the Wantagh State Parkway to the point of beginning.

ZONE 9 BID OFFER $ 5001.00 ANNUALLY

ZONE 10

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the New York City Line, then easterly along the southern extremity of Jericho Turnpike to the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along the boundary lines of the Townships of Hempstead and North Hempstead to Nassau Boulevard, then southerly along the eastern extremity of Nassau Boulevard to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the New York City Line, then northerly along the New York City Line to the point of beginning.

ZONE 10 BID OFFER $ 37,000.00 ANNUALLY

ZONE 11

All the territory within the following boundaries: Beginning at a point where Nassau Boulevard meets the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along said boundaries to Old Country Road and easterly along the southern extremity of Old Country Road to Merrick Avenue, then southerly along the eastern extremity of Merrick Avenue to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to Nassau Boulevard, then northerly along the eastern extremity of Nassau Boulevard to the point of beginning.

ZONE 11 BID OFFER $ 41,000.00 ANNUALLY

ZONE 12

All the territory within the following boundaries: Beginning at a point where Merrick Avenue meets Old Country Road, then easterly along the southern extremity of Old Country Road to Wantagh State Parkway, then southerly along the western extremity of Wantagh State Parkway to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to Merrick Avenue then northwesterly along the eastern extremity of Merrick Avenue to the point of beginning.

ZONE 12 BID OFFER $ 16,000.00 ANNUALLY

ZONE 13

All the territory within the following boundaries: Beginning at a point where Old Country Road meets South Oyster Bay Road, then easterly along the southern extremity of Old Country Road to the Nassau-Suffolk County Line, then southerly along the Nassau-Suffolk County Line to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the boundary lines of the Townships of Hempstead and Oyster Bay, then northerly along the boundary lines of the Townships of Hempstead and Oyster Bay, and northerly along the eastern extremity of South Oyster Bay Road to the point of beginning.

ZONE 13 BID OFFER $ 7000.00 ANNUALLY

ZONE 14

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All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets the New York City Line, easterly along the southern extremity of the Southern State Parkway to the western boundary line of the Incorporated Village of Rockville Centre, south along the western boundary line of the Incorporated Village of Rockville Center to the southern boundary line of the Incorporated Village of Lynbrook and westerly along the southern boundary line of the Incorporated Village of Lynbrook and the southern boundary line of the Incorporated Village of Valley Stream to the New York City Line then northerly along the New York City Line to the point of beginning.

ZONE 14 BID OFFER $ 28,101.00 ANNUALLY

ZONE 15

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway and the northwest boundary of the Incorporated Village of Rockville Centre meet, then easterly along the southern extremity of the Southern State Parkway to the eastern extremity of Brookside Avenue, then southerly along the eastern extremity of Brookside Avenue to Freeport Bay, then following an imaginary line south which intersects Freeport Bay, Baldwin Bay, Middle Bay and Lido Beach to the Atlantic Coast Line, then westerly along the Atlantic Coast Line to the western boundary line of the City of Long Beach, then northerly to the center point of Reynolds Channel, easterly along Reynolds Channel to Broad Channel, then northerly through Broad Channel, East Rockaway Channel, the eastern boundary line of the Incorporated Village of East Rockaway to the western boundary line of the Incorporated Village of Rockville Centre, then northerly to the point of beginning.

ZONE 15 BID OFFER $ 17,101.00 ANNUALLY

ZONE 16

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets Brookside Avenue, then easterly along the southern extremity of the Southern State Parkway to Newbridge Road, then southerly along the eastern extremity of Newbridge Road to Baldwin Creek and southerly through East Bay, Broad Creek Channel, towards the Meadowbrook Parkway and Jones Inlet (at Point Lookout), then westerly along the Atlantic Coast Line to Lido Beach, then northerly following an imaginary line intersecting Middle Bay and Baldwin Bay, to the northern extremity of Freeport Bay, then northerly along the eastern extremity of Brookside Avenue, to the point of beginning.

ZONE 16 BID OFFER $ 28,801.00 ANNUALLY

ZONE 17

All the territory within the following boundaries: Beginning at a point where Newbridge Road meets the Southern State Parkway, then easterly along the southern extremity of the Southern State Parkway to the boundary lines of the Townships of Hempstead and Oyster Bay, then southerly along the boundary lines of the Townships of Hempstead and Oyster Bay to the Atlantic Coast (East Jones Beach), then westerly along then Atlantic Coast to Jones Inlet (Short Beach), then northeasterly through Jones Bay, then northerly through Broad Creek Channel and Baldwin Creek to Newbridge Road, then northerly along the eastern extremity of Newbridge Road to the point of beginning.

ZONE 17 BID OFFER $ 23,101.00 ANNUALLY

ZONE 18

All the territory within the following boundaries: Beginning at a point where the boundary lines of the Townships of Hempstead and Oyster Bay meet the Southern State Parkway, then easterly along the southern extremity of the Southern State Parkway to the Nassau-Suffolk County line, then southerly along the Nassau- Suffolk County Line to the Atlantic Coast, then westerly along the Atlantic Coast to the boundary lines of the Townships of Hempstead and Oyster Bay, then northerly along said boundaries to the point of beginning.

ZONE 18 BID OFFER $ 21,001.00 ANNUALLY

ZONE 19

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ president
BIDDER **TITLE**

All the territory within the following boundaries: Beginning at a point where Ocean Boulevard and the New York City Line meet and easterly following the southerly boundary line of the Incorporated Village of Valley Stream and the southern boundary line of the Incorporated Village of Lynbrook to the boundary line of the Incorporated Village of Rockville Centre then southerly following the eastern boundary line of the Incorporated Village of East Rockaway (Mill River) through East Rockaway Channel to Broad Channel to a point where an imaginary line drawn from Woodmere Boulevard meets Broad Channel then northwesterly through the imaginary line drawn from Woodmere Boulevard to the New York City Line, then northeasterly and north along the New York City Line to the point of beginning.

ZONE 19 BID OFFER $ 34,200.00 ANNUALLY

ZONE 20

All the territory within the following boundaries: Beginning at a point where an imaginary line drawn from the northwest end of Woodmere Boulevard intersects the New York City Line and the Nassau County line, then southeast along this imaginary line through and including all of Woodmere Boulevard and along an imaginary line drawn from the southeast end of Woodmere Boulevard to the center line of Broad Channel, south along the center line of Broad Channel to Reynolds Channel; west along Reynolds Channel to the western boundary line of the City of Long Beach ; south on this boundary line to the Atlantic Coast, then west along the Atlantic Coast to point in Reynolds Channel to the New York City Line then following the northerly to the point of beginning.

ZONE 20 BID OFFER $ 18,455.00 ANNUALLY

ZONE 21

Notwithstanding the description of any other zone to the contrary, **the entirety of the Long Island Expressway, from the New York City Line to the Nassau-Suffolk County line,** including the east and westbound service roads and all underpasses and overpasses connecting to one or both of the service roads and all exits and entrances.

ZONE 21 BID OFFER $ 22,000.00 ANNUALLY

ZONE 22

Notwithstanding the description of any other zone to the contrary, **the entirety of the Seaford-Oyster Bay Expressway,** from its beginning to its end, including all entrances and exits.

ZONE 22 BID OFFER $ 15,000.00 ANNUALLY

ZONE 23

Notwithstanding the description of any other zone to the contrary, **the entirety of Nassau County for the purpose of heavy-duty towing.**

ZONE 23 BID OFFER $ 41,101.00 ANNUALLY

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ president
BIDDER **TITLE**

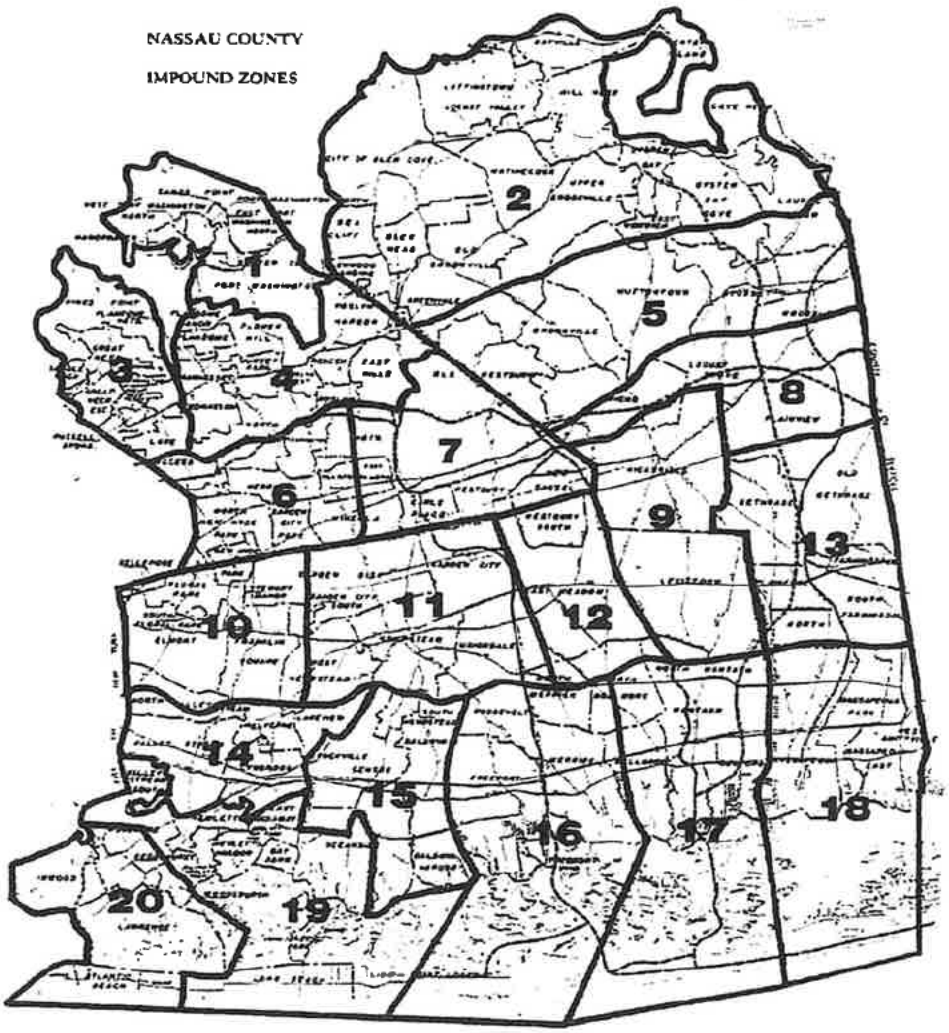
2022	
ZONE	TOTAL IMPOUNDS
1	1
2	18
3	25
4	53
5	64
6	97
7	126
8	19
9	174
10	276
11	392
12	110
13	106
14	159
15	147
16	124
17	175
18	145
19	129
20	140
21	36
22	6
23	11

2023	
ZONE	TOTAL IMPOUNDS
1	1
2	21
3	37
4	64
5	62
6	155
7	162
8	20
9	184
10	383
11	434
12	88
13	99
14	176
15	112
16	88
17	30
18	170
19	254
20	123
21	52
22	2
23	18

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

president TITLE



ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ president
BIDDER TITLE

Non-Disclosure Agreement (NDA)
(If Applicable)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made effective as of this 23rd day of May, 2025 by and between the County of Nassau acting by and through its Department of _____ ("Disclosing Party" or "County") and All County Towing ("Recipient" or "Contractor"), including each of their subsidiaries, successors and assigns.

96890-06115-120

WHEREAS, County and Contractor have entered into Nassau County contract number _____, for county tow and impounds ("Agreement"); and

WHEREAS, County require that the Contractor assigned to work on County projects acknowledges the obligations of confidentiality and non-disclosure applicable to the Contractor pursuant to the Agreement.

NOW, THEREFORE, the Contractor acknowledges the following:

Term.
The confidentiality obligations set forth herein shall survive (i) termination of the Agreement.

Confidential Information.
(a) The Contractor acknowledges and understand that all records, reports, information, and data as further identified below ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Contract or as required by Law.
(b) The Contractor acknowledges and understand that in connection with performance under Agreement Contractor may have access to and/or be in possession of confidential information of County ("Confidential Information"). Confidential Information shall mean all information both tangible and intangible information and materials belonging to the County or in the County's possession that are of a confidential or proprietary nature, whether or not marked or identified as such, and are disclosed or made accessible to the Contractor, including, but not limited to:
  (i) trade secrets, processes, business, financial information and technical information and data, disclosed orally, visually, in writing, electronic media or by any other means;
  (ii) all non-public information concerning the programs, processes, statistics, research, development, strategic plans, or the like with respect to the operations and activities of the County;
  (ii) all information concerning the County's computer systems and technology, including, but not limited to, information concerning current and future hardware, software, configurations, operations, networks, computing facilities and locations, processes, research, projects, designs, and specifications;

(iv) all non-public information concerning current and/or former County employees, contractors and/or vendors, and members of the public;
(v) all information that the County receives from third parties if the County is subject to a duty to keep such information confidential;
(vi) all original and copied notes, memoranda, or other records and documentation of the Contractor to the extent relating to, derived from, and/or incorporating any County Confidential Information;
(viii) all information marked or identified as "confidential" or "proprietary" in written or electronic form when disclosed and/or made accessible to the Contractor or its designee.

Non-Disclosure

(a) The Contractor shall maintain all County Confidential Information in strict confidence and cause Contractor employees, agents, and subcontractors to maintain County Confidential Information in strict confidence. The Contractor acknowledges and understand that Contractor is obligated to hold in confidence, in the same manner as Contractor holds Contractor's own confidential information of like kind, all Confidential Information to which Contractor may have access under the Agreement; provided that in no event shall the Contractor exercise less than reasonable care to protect the Confidential Information. If necessary to provide services under the Agreement, Contractor may disclose Confidential Information received under this Agreement to employees, subcontractors or agents with a need to know, provided that any Contractor employee, subcontractor or agent is bound to protect such Confidential Information from unauthorized use and disclosure under the terms of a written agreement that is at least as stringent as those of the Contractor's obligations under the Agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the County.

(b) The Contractor acknowledges and understand that Contractor shall not use the Confidential Information for Contractor's own benefit or for the benefit of any third party, except as expressly permitted or directed by authorized County management.

(c) Except as specifically agreed in writing by the County or agency head, the Contractor shall not disclose any County Confidential Information to any entity outside the United States, or store or transmit any County Confidential Information outside the United States, other than County Confidential Information that is in electronic form and is transmitted or stored on a momentary basis as may be inherent in electronic transmission between locations within the United States.

Compliance with Laws

The Contractor shall comply with all applicable Federal, State and local Laws governing the confidentiality and privacy of Information. As used in this Non-Disclosure Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. In the event of any inconsistency or conflict between the provisions of this NDA and the provisions of applicable Laws governing the confidentiality and privacy of Information (e.g. personal information of County employees), the provisions of applicable Laws shall take precedence.

Exclusions

Excluding that information required by law to be protected, the foregoing shall not prohibit or limit Contractor's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a

third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of the Agreement.

Reporting
Contractor shall notify the County of any request for Information or access to Information that is unrelated to the performance or administration of the Agreement.

Ownership
All Information, except the Contractor's proprietary information, to which the Contractor has access is at all times the sole property of the County. The Contractor shall not have any right, title or interest to such material and shall not sell, transfer or otherwise make available to third parties except as provided in this NDA or the Agreement. All reports, notes, memoranda, notebooks, drawings and any other Information developed, received, compiled or delivered to the Contractor, regardless of the source of Information, shall be maintained only for the time necessary to provide services under the Agreement and shall be returned to the County at the termination of the Agreement or destroyed at the direction of the County. Destruction shall be deemed to include the purging of all Information from all equipment and media storage created or used in performance of the Agreement.

Performance
(a) Except to the extent necessary to provide services under the Agreement and with the consent of the County, the Contractor shall attach or load any additional hardware or software to County equipment. The Contractor shall use only those access rights and shall access only Information authorized by the County.

(b) The Contractor acknowledges and understand that Contractor shall comply with County's published computer and information security policies and practices which are made available to Contractor.

Assignment.
The Contractor shall not assign or subcontract its obligations under this NDA.

Breach.

The Contractor acknowledges that breach of this NDA shall give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. Additionally, the Contractor shall indemnify and hold harmless the County and its officers, agents and employees from all suits, actions, damages and costs of every name and description arising out of the acts or omissions of the Contractor and/or Contractor's employees, agents or subcontractors in violation of the terms and conditions of this NDA.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ president
BIDDER TITLE

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date set forth below.

CONTRACTOR: All County Towing

By: _____
Name: JOSEPH CALVASHO
Title: president
Date: 5/23/2025

COUNTY OF NASSAU

By: _____
Name: _____
Title: _____
Date: _____

Confidentiality Agreement
(If applicable)

I Joseph Calvagno (insert name), am a (please circle one) subcontractor / agent / employee / director / (officer) / other _____ of the Contractor All County Towing (the "Contractor"). I understand that I will be performing services in furtherance of an agreement between the Contractor and Nassau County (the "County") related to cybersecurity consulting services (the "Agreement"). I understand, acknowledge, and agree that all records, information, and data ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. I agree to reasonably safeguard any Information as to prevent disclosure to any unauthorized person. I understand and agree that the terms of this Confidentiality Agreement shall continue after I am no longer performing services related to the Agreement, and I shall continue to abide by such terms of this Confidentiality Agreement in perpetuity. I understand that failure to comply with these requirements may result in disciplinary action, termination, civil liability, and/or criminal prosecution, as well as any other penalties provided by law. This Confidentiality Agreement shall be governed and construed in accordance with the Laws of New York State.



(Individual's Signature)

JOSEPH CALVAGNO
(Individual's Printed Name)

All County Towing
(Entity for which Individual is an employee or agent)

5/23/2025
(Date)

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** president **TITLE**

License
72

Expires
June 30, 2025

Town of Hempstead

2024/2025 TOW CAR OWNERS LICENSE

ISSUED UNDER PROVISIONS OF CHAPTER 183, CODE OF THE TOWN OF HEMPSTEAD
REGULATING THE OPERATION OF TOW CARS

This is to certify that ALL COUNTY TOWING & RECOVERY

of ISLAND PARK, N.Y. having filed an application pursuant to, and compiled with, the provisions of the above Chapter 183 of the Town of Hempstead Code, is hereby licensed to own and operate within the unincorporated areas of the Town of Hempstead the tow cars bearing the license numbers listed below.

Dated 5/19/2025 Number of Vehicles licensed 5 Fee Paid $450.00

The following Town of Hempstead license numbers have been issued to the above named owner:

134, 135, 136, 137, 138

By: Kate Murray
Kate Murray
Town Clerk

New York State Department of Motor Vehicles

OFFICIAL BUSINESS CERTIFICATE

THIS CERTIFICATE EXPIRES 11/30/26

FACILITY IDENTIFICATION NO. 7107374 IVC

Validation Date and Number: 10/02/24 12242

This person is REGISTERED AS AN ITINERANT VEHICLE COLLECTOR pursuant to the provisions of the Vehicle and Traffic Law.

ALL COUNTY HOOK UP TOWING INC
66 E MERRICK RD
FREEPORT NY 11520

This document does not certify that this business complies with zoning and other local laws

POST IN A CONSPICUOUS PLACE

1P (11/95)

New York State Department of Motor Vehicles

OFFICIAL BUSINESS CERTIFICATE

THIS CERTIFICATE EXPIRES 11/30/26

FACILITY IDENTIFICATION NO. 7107374 RS

Validation Date and Number: 10/02/24 12241

This person is REGISTERED AS A REPAIR SHOP

pursuant to the provisions of the Vehicle and Traffic Law.

ALL COUNTY HOOK UP TOWING INC
66 E MERRICK RD
FREEPORT NY 11520

This document does not certify that this business complies with zoning and other local laws

POST IN A CONSPICUOUS PLACE

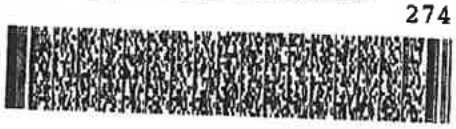
1P (11/95)

VEHICLE #	YEAR	MAKE	MODEL	VIN	CITY	STATE	ZIP CODE	LICENSE PLATE #
38	2014	Ford	Econoline	1FDWE3FL1EDA91175	Freeport	NY	11520	16382ML
39	2018	Hino	258/268	5PVNJ8JP0J4S52046	Freeport	NY	11520	25113TT
47	2019	Ford	F550 Wrecker	1FD0W5HT4KEE59057	Freeport	NY	11520	19655TT
49	2021	Hino	258	5PVNJ8ANXM5T50059	Freeport	NY	11520	15698TV
50	2020	Ford	F550 Wrecker	1FD0X5HT8LED70364	Freeport	NY	11520	21786TT
51	2022	Freightliner	M2	1FVACWFC2NHNF3564	Freeport	NY	11520	13765TV
59	2007	International	430	1HTMMAAL97H435702	Island Park	NY	11558	14257TV
60	2025	Freightliner	M2	1FVACWFC6SHVU4804	Freeport	NY	11520	17688TV
61	2024	Hino	L6	5PVNJ7BTXR5T50061	Freeport	NY	11520	17695TV
HB1	2024	Western Star	47X	5KKMBPDV9RLUP2332	Freeport	NY	11520	16517TV
HR1	2019	Kenworth	Construction T880	1NKZL40X7KJ259356	Island Park	NY	11520	27057TT
HR2	2020	Kenworth	Construction T880	1NKZX4TX1LJ403243	Freeport	NY	11520	23567TT
Landoll	2015	Landoll		1LH440VHXF1021542	Freeport	NY	11520	BD93206
Lowboy	2021	Landoll	855F	1LH855WJ6M1F29424	Freeport	NY	11520	CA83332
T1	2017	Kenworth	Construction T880	1XKZD40X2HJ166675	Freeport	NY	11520	55919PC
T2	2022	Western Star	4900SB	5KJNALD10NPNH2951	Freeport	NY	11520	14995BR

Keep this document to show to the police and courts.

MV-[illegible] NEW YORK STATE REGISTRATION DOCUMENT

G COM #38
16382ML
2014 FORD NONTRANSFERABLE
VAN WH 1FDWE3FL1EDA91175
10000 G 8 I0302979 NOV 08 2023
Wt Seats Fuel Cyl WEB WEBCDA
ALL COUNTY HOOK UP Expires 12/31/25
TOWING INC *NYMA*
66 EAST MERRICK RD 72.00
FREEPORT NY 11520 ANNUAL CHG
AMT PAID (INCL ADD CHG)
809023EJ VOID IF ALTERED EXCEPT FOR ADDRESS
274.00



Keep this document to show to the police and courts

NEW YORK STATE REGISTRATION DOCUMENT

G TOW 39
25113TT
2018 HINO NONTRANSFERABLE
TOW WH 5PVNJ8JP0J4S52046
25500 D 6 I1256762 DEC 19 2024
Wt/Seats Fuel/Cyl
WEB WEBCDA
ALL COUNTY HOOK UP Expires 01/31/26
TOWING INC >DEMA<
66 EAST MERRICK RD 151.75
FREEPORT NY 11520 ANNUAL CHG
AMT PAID (INCL ADD CHG)
270151EP VOID IF ALTERED EXCEPT FOR ADDRESS 216.75

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NEW YORK STATE REGISTRATION DOCUMENT

G TOW 47
19655TT
2019 FORD NONTRANSFERABLE
TOW WH 1FD0W5HT4KEE59057
19500 D 8 I1256874 DEC 19 2024
Wt/Seats Fuel/Cyl WEB WEBCDA
ALL COUNTY HOOK UP Expires 01/31/26
TOWING INC >DEMA<
66 E MERRICK RD 116.00
FREEPORT NY 11520 ANNUAL CHG
AMT PAID (INCL ADD CHG)
270150EP VOID IF ALTERED EXCEPT FOR ADDRESS 181.00



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NEW YORK STATE REGISTRATION DOCUMENT

#19

X TOW
15698TV
2021 HINO NONTRANSFERABLE
TOW WH 5PVNJ8ANXM5T50059
25500 D 6 I8112235 SEP 19 2024
Wt Scale Fuel Cyl
WEB WEBCDA
ALL COUNTY HOOK UP Expires 10/31/25
TOWING INC >DEMA<
66 E MERRICK RD 151.75
FREEPORT NY 11520 ANNUAL CHG
AMT PAID (INCL ADD CHG)
312065EN VOID IF ALTERED EXCEPT FOR ADDRESS
216.75



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NEW YORK STATE REGISTRATION DOCUMENT

50

G TOW
21786TT
2020 FORD NONTRANSFERABLE
TOW WH 1FD0X5HT8LED70364
18000 D 8 I6403729 JUL 11 2024
Wt/Seats Fuel/Cyl
WEB WEBCDA
ALL COUNTY HOOK UP Expires 08/31/26
TOWING INC >DEMA<
66 E MERRICK RD 107.00
FREEPORT NY 11520 ANNUAL CHG
AMT PAID INCL ADD CHG
466778EM VOID IF ALTERED EXCEPT FOR ADDRESS
344.00

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NEW YORK STATE REGISTRATION DOCUMENT

51

X TOW
13765TV
2022 FREIG NONTRANSFERABLE
TOW WH 1FVACWFC2NHNF3564
26000 D 6 I1256672 DEC 19 2024
Wt/Seats Fuel/Cyl WEB WEBCDA
ALL COUNTY HOOKUP Expires 12/31/25
TOWING INC >DEMA<
66 EAST MERRICK ROAD 154.75
FREEPORT NY 11520 ANNUAL CHG
AMT PAID (INCL ADD CHG)
270152EP VOID IF ALTERED EXCEPT FOR ADDRESS 219.75

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NEW YORK STATE REGISTRATION DOCUMENT

X TOW
17688TV
2025 FREIG NONTRANSFERABLE
TOW WH 1FVACWFC6SHVU4804
026000 D 6 JH283729 DEC 17 2024
Wt/Seats Fuel/Cyl WSC NSBA74
ALL COUNTY HOOK UP Expires 12/31/25
TOWING INC >DEMA<
66 E MERRICK RD 154.75
FREEPORT NY 11520

ANNUAL CHG AMT PAID (INCL ADD CHG)

JH283729 VOID IF ALTERED EXCEPT FOR ADDRESS 301.00



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MV-82TR (4/21) NEW YORK STATE REGISTRATION DOCUMENT

61

X TOW
17695TV
2024 HINO NONTRANSFERABLE
TOW WH 5PVNJ7BTXR5T50061
025950 D 6 JH709803 JAN 27 2025
Wt/Seats Fuel/Cyl DBA NSBA6E
ALL COUNTY HOOK UP Expires 01/31/26
TOWING INC >DEMA<
66 E MERRICK RD 154.75
FREEPORT NY 11520

ANNUAL CHG

JH709803 VOID IF ALTERED EXCEPT FOR ADDRESS 9956.75

Keep this document to show to the police and courts.

MV-82CR (9/21) **NEW YORK STATE REGISTRATION DOCUMENT**

HB1

X TOW
16517TV
2024 WE/ST NONTRANSFERABLE
TOW WH 5KKMBPDV9RLUP2332
65000 D 6 RSMH0031 NOV 01 2024
Wt Scale Fuel Cyl SMH UTD746
ALL COUNTY HOOK UP Expires 12/31/25
TOWING INC >DEMA<
66 E MERRICK RD 386.50
FREEPORT NY 11520 ANNUAL CHG
AMT PAID (INCL ADD'L CHG)
796318EN VOID IF ALTERED EXCEPT FOR ADDRESS
451.50



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NEW YORK STATE REGISTRATION DOCUMENT

G TOW HR 2
23567TT
2020 KENWO NONTRANSFERABLE
TOW WH/GR 1NKZX4TX1LJ403243
80000 D 6 RSMH0030 NOV 01 2024
SMH UTD746
ALL COUNTY HOOK UP Expires 12/31/25
TOWING INC >DEMA<
66 E MERRICK RD 475.75
FREEPORT NY 11520 ANNUAL FEE
796319EN VOID IF ALTERED EXCEPT FOR ADDRESS
540.75

MV-639PS (4/22) NEW YORK STATE REGISTRATION DOCUMENT

G SEN
BD93206
2016 LANDO
SENI BK
17100
WEIGHT FUEL/CYL

Landall

NONTRANSFERABLE
1LH440VHXF1021542
I1256585 DEC 19 2024
WEB WEBCDA

Expires
12/31/25

ALL COUNTY HOOK UP
TOWING INC
66 E MERRICK RD
FREEPORT, NY 11520

$63.75
ANNUAL CHG
Amt. paid (Incl. add chg)
$28.75

25588787 VOID IF ALTERED EXCEPT FOR ADDRESS

MV-889PS (4/22) NEW YORK STATE REGISTRATION DOCUMENT

Lindsay

X TRL
CA83332
2021 LANDO
TRLR BK
135000
WT/SSATS FUEL/CYL

NONTRANSFERABLE
1LH855WJ6M1F29424
I1256630 DEC 19 2024
WEB WEBCDA

Expires
12/31/25

ALL COUNTY HOOK UP
TOWING INC
66 E MERRICK RD
FREEPORT, NY 11520

$1,480.25
ANNUAL CHG
Amt. paid (incl. add chg)
$1,485.25

25588788 VOID IF ALTERED EXCEPT FOR ADDRESS

T1

1652602A

NEW YORK STATE APPORTIONED REGISTRATION CAB CARD

CAB CARD INFORMATION		
EFFECTIVE DATE : 10/01/2024	EXPIRES : 09/30/2025	PLATE # : 55619PC/IRP

THIS CAB CARD MUST BE KEPT IN VEHICLE AT ALL TIMES. VOID IF ALTERED EXCEPT FOR CHANGE OF ADDRESS

REGISTRANT INFORMATION

ALL;COUNTY;HOOK;UP;T OWING;INC

66 E MERRICK RD
FREEPORT, NY 11520

Account # : 1004570

Fleet #: 002

VEHICLE INFORMATION		
VIN : 1XKZD40X2HJ166575	YEAR : 2017	MAKE : KENWO
UNIT # : 35	BODY STYLE : TRAC	COLOR : WH
FUEL : DIESEL FUEL	SEATS : 0	AXLES : 3
UNLADEN WEIGHT : 18472	MAX GROSS WEIGHT : 108000	INSPECTION : >DEMA<
HVUT : TAX PAID		

FEES		
PLATE : $0.00	NY REG FEES : $1,166.55	CREDIT APPLIED : $0.00
CAB CARD : $2.50	OTHER JURIS FEES : $152.72	TOTAL FEES : $1360.77
	NYS COUNTY USE TAX FEES : $40.00	

JURISDICTION INFORMATION

This vehicle has been proportionally registered between New York State and the jurisdictions shown below.

Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight
NY	108000lb	AL	080000lb	AR	080000lb	AZ	080000lb	CA	080000lb	CO	080000lb	CT	080000lb		
DC	080000lb	DE	080000lb	FL	080000lb	GA	080000lb	IA	080000lb	ID	080000lb	IL	080000lb		
IN	080000lb	KS	080000lb	KY	080000lb	LA	080000lb	MA	080000lb	MD	080000lb	ME	080000lb		
MI	080000lb	MN	080000lb	MO	080000lb	MS	080000lb	MT	080000lb	NC	080000lb	ND	080000lb		
NE	080000lb	NH	080000lb	NJ	080000lb	NM	080000lb	NV	080000lb	OH	080000lb	OK	080000lb		
OR	080000lb	PA	080000lb	RI	080000lb	SC	080000lb	SD	080000lb	TN	080000lb	TX	080000lb		
UT	080000lb	VA	080000lb	VT	080000lb	WA	080000lb	WI	080000lb	WV	080000lb	WY	080000lb		
AB	036287kg	BC	036287kg	MB	036287kg	NB	036287kg	NL	036287kg	NS	036287kg	ON	036287kg		
PE	036287kg	QC	006 axles	SK	036287kg	**	******	**	******	**	******	**	******		
**	******	**	******												

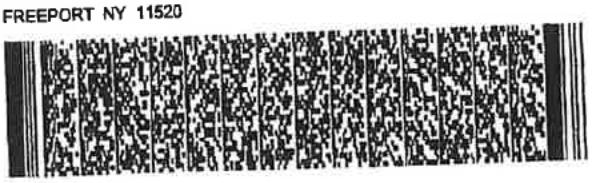
Safety USDOT Number: 001303779

MOTOR CARRIER RESPONSIBLE FOR SAFETY

ALL COUNTY HOOK UP TOWING INC

66 EAST MERRICK RD

FREEPORT NY 11520



Keep this document to show to the police and courts.

MV-60TR (NEW) NEW YORK STATE REGISTRATION DOCUMENT

X TRC
14995BR HVT PD
2022 WE/ST NONTRANSFERABLE
TRAC GR 5KJNALD10NPNH2951
080000 D 6 JJ437885 MAR 24 2025
Wt/Seats Fuel/Cyl ASC HRS4D6
ALL COUNTY HOOK UP Expires 03/31/26
TOWING INC >DEMA<
66 EAST MERRICK RD 1247.25
FREEPORT NY 11520

ANNUAL CHG AMT PAID (INCL ADD CHG)

JJ437885 VOID IF ALTERED EXCEPT FOR ADDRESS 1337.25

Keep this document to show to the police and courts.

NEW YORK STATE REGISTRATION DOCUMENT

59

X TOW
14257TV
2007 INTER NONTRANSFERABLE
TOW RD 1HTMMAAL97H435702
25500 D 6 I4935273 MAY 22 2024
Wt Stats Fuel Cyl
WEB WEBCDA
ALL COUNTY HOOK UP Expires 06/30/25
TOWING INC >DEMA<
4370 AUSTIN BLVD 151.75
ISLAND PARK NY 11558 ANNUAL CHG
725579EL VOID IF ALTERED EXCEPT FOR ADDRESS
ALL PAID INCL ADD CHG
216.75

Keep this document to show to the police and courts.

NEW YORK STATE REGISTRATION DOCUMENT

G TOW HR.1
27057TT
2019 KENWO NONTRANSFERABLE
TOW WH 1NKZL40X7KJ259356
59000 Wt Scale D Fuel Cyl 6 RDJH0078 DEC 13 2024
DJH UTD5A4
ALL COUNTY HOOK UP Expires 01/31/26
TOWING INC >DEMA<
4370 AUSTIN BLVD 351.00
ISLAND PARK NY 11558 ANNUAL FEE
NET PAID (INCL ADD CHG)
215151EP VOID IF ALTERED EXCEPT FOR ADDRESS 416.00



[illegible]

THIS INDENTURE, [illegible] 201[illegible]

BETWEEN

HARRY G. OGDEN, JR.
[illegible] EAST MERRICK ROAD
FREEPORT, NEW YORK

Party of the first part, and

[illegible] MANAGEMENT INC
[illegible] EAST MERRICK ROAD
FREEPORT, NEW YORK

Party of the second part,

WITNESSETH, that the party of the first part in consideration of Ten Dollars And Other Valuable Consideration [illegible]

[illegible]

ALL [illegible]

SEC: 67
BLOCK: A
LOT: 136

"Being the same premises conveyed to grantor by deed dated August 18, 1977 and recorded on September 2, 1977 in Liber 9060 CP 912".

Premises also known as 66 East Merrick Road, Baldwin, New York.

TOGETHER [illegible] **TOGETHER** [illegible] **TO HAVE AND TO HOLD** [illegible]

AND [illegible]

IN WITNESS WHEREOF, the party of the first part has duly executed [illegible] the day and year first above written.

IN PRESENCE OF

[illegible]

HARRY G. OGDEN JR.

METROPOLITAN ABSTRACT CORPORATION

Title Number: N348337

SCHEDULE "A"

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Freeport, Town of Hempstead, County of Nassau and State of New York, known as parts of Lots 6, 7, 8, 9 and 10 as shown on "Amended Map of Property of James Hanse," and filed in the Office of the Clerk of the County of Nassau on September 17, 1912, as Map No. 158, Case No. 1470, and being more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of East Merrick Road, as said road has been widened, distant 60.16 feet Westerly from the corner formed by the intersection of the southerly side of East Merrick Road, as widened, with the westerly side of Gold Street;

RUNNING THENCE South 06 degrees 55 minutes 00 seconds West, 128.47 feet;

THENCE North 83 degrees 05 minutes 00 seconds West, 100.00 feet;

THENCE North 06 degrees 55 minutes 00 seconds East, 130.43 feet to the said southerly side of East Merrick Road;

THENCE along the southerly side of East Merrick Road, as widened, South 82 degrees 54 minutes 10 seconds East, 79.32 feet;

THENCE still along the southerly side of East Merrick Road, as widened, along the arc of a curve having a radius of 1,490.86 feet in an easterly direction, 20.71 feet to the point or place of BEGINNING.

FOR CONVEYANCING ONLY

The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.

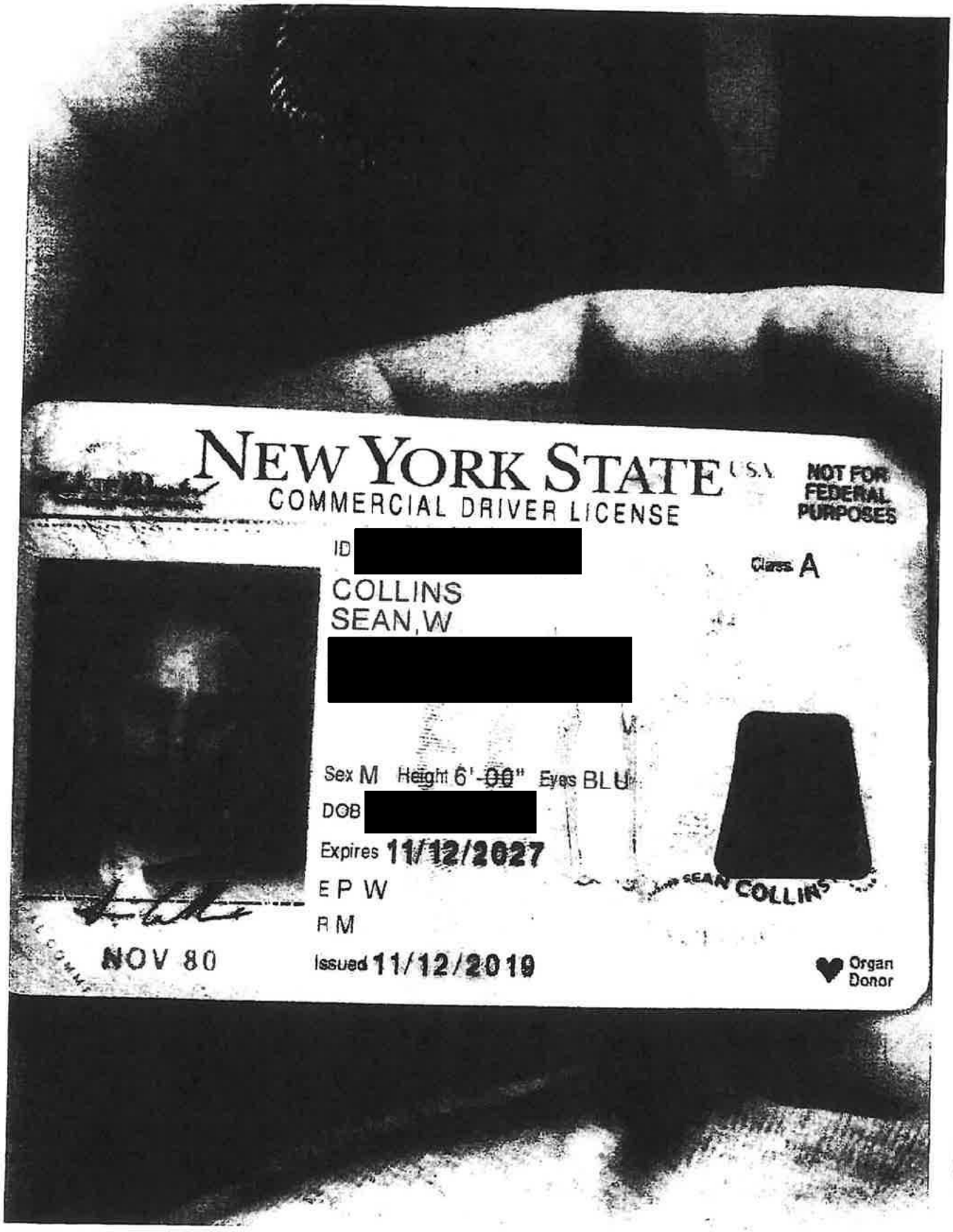
TOGETHER with all the right, title and interest of the party in the first part, or, in and to the land lying in the street in front of and adjoining said premises.

Paul A. Wenzel
Notary Public, State of New York
No. 01WE6115627
Qualified in Nassau County
Commission Expires Sept. 7, 20[illegible]

Bargain and Sale Deed

Distributed By
Chicago Title Insurance Company


NEW YORK STATE
USA
COMMERCIAL DRIVER LICENSE
ENHANCED
ID [redacted]
Class AM
CALVAGNO
JOSEPH,PAUL
[redacted]
Sex M Height 5'-06" Eyes BRO
DOB [redacted]
Expires 04/29/2026
F W
R NONE
Issued 05/04/2018



NEW YORK STATE U.S.A.

COMMERCIAL DRIVER LICENSE

NOT FOR FEDERAL PURPOSES

ID [redacted]

Class A

COLLINS
SEAN,W
[redacted]

Sex M Height 6'-00" Eyes BLU

DOB [redacted]

Expires 11/12/2027

E P W

R M

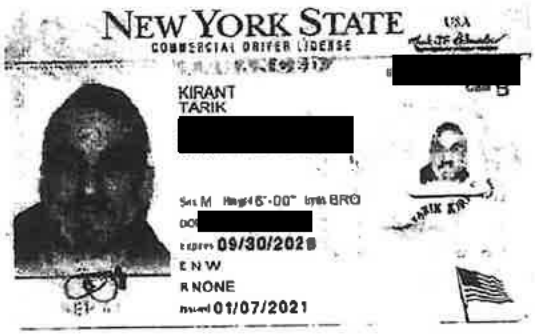
NOV 80

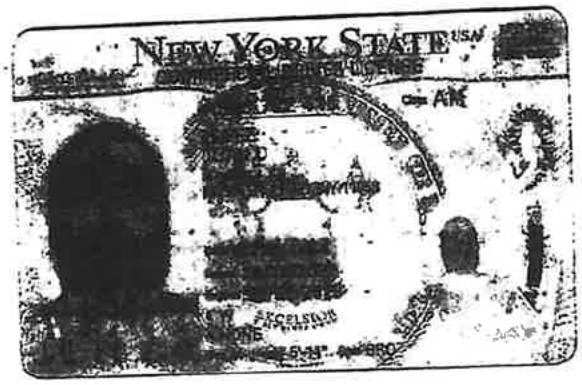
Issued 11/12/2019

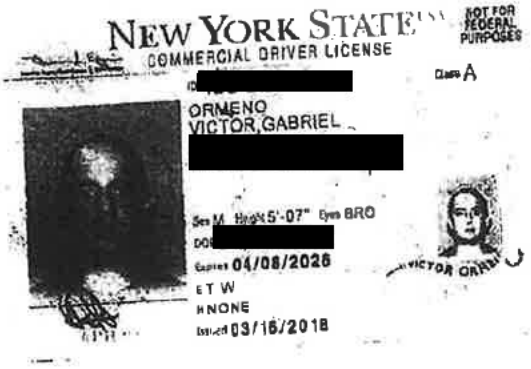
Organ Donor

SEAN COLLINS


NEW YORK STATE USA
DRIVER LICENSE
ID [redacted]
Class C
CREWS
DAVID EARL JR
[redacted]
Sex M
BRO
DOB [redacted]
Expires 03/09/2028
EW
RW
Issued 02/24/2020


NEW YORK STATE
USA
COMMERCIAL DRIVER LICENSE
KIRANT
TARIK
[redacted]
Sex M Height 6'-00" Eyes BRO
DOB [redacted]
Expires 09/30/2028
CLASS B
ENDORSEMENTS NONE
Issued 01/07/2021


NEW YORK STATE USA


NEW YORK STATE
COMMERCIAL DRIVER LICENSE
NOT FOR FEDERAL PURPOSES
Class A
ORMENO
VICTOR,GABRIEL
Sex M Height 5'-07" Eyes BRO
Expires 04/08/2026
CLASS E T W
ENDORSEMENTS NONE
Issued 03/16/2018
VICTOR ORMENO


NEW YORK STATE USA
DRIVER LICENSE
CM
[redacted]
NONE
HAZ

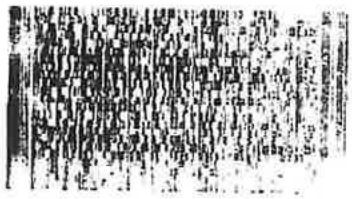


NYS Department of Motor Vehicles

INTERIM PERMIT
609315031

PE840838 DEC 06 2021
FEE For 12.50 BYSE

Original Issuance Date 12/06/21



NYS Department of Motor Vehicles

INTERIM PERMIT
609315031

Class B Restrictions A3*B
Endorsements NONE
Last Transmission on 06/ 4/22
Prior Sub Date NONE
Last document expires on 02/04/22
RIVERA-BARRIENTOS
CARLOS JUNIOR
[redacted]

(FOLD ALONG THIS LINE)

Not for Federal Purposes

Please see Requirements and receive your Photo Document
MV-1 (10/18) PART 2

[illegible]

THIS INDENTURE, [illegible] 2015

BETWEEN

HARRY G. OGDEN, JR.
99 EAST MERRICK ROAD
FREEPORT, NEW YORK

Party of the first part, and

[illegible] MANAGEMENT INC.
99 EAST MERRICK ROAD
FREEPORT, NEW YORK

Party of the second part

WITNESSETH, that the party of the first part, in consideration of Ten Dollars And Other Valuable [illegible]

[illegible]

[illegible]

ALL [illegible]

[illegible]

SEC: 62
BLOCK: A
LOT: 136

"Being the same premises conveyed to grantor by deed dated August 18, 1977 and recorded on September 2, 1977 in Liber 9000 C P 912".

Premises also known as 66 East Merrick Road, Baldwin, New York.

[illegible]

[illegible]

IN WITNESS WHEREOF, the party of the first part has duly executed this deed [illegible]

[illegible]

IN PRESENCE OF

[illegible]

HARRY G. OGDEN JR.

METROPOLITAN ABSTRACT CORPORATION

Title Number: N348337

SCHEDULE "A"

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Freeport, Town of Hempstead, County of Nassau and State of New York, known as parts of Lots 6, 7, 8, 9 and 19 as shown on "Amended Map of Property of James Hanse," and filed in the Office of the Clerk of the County of Nassau on September 17, 1912, as Map No. 158, Case No. 1470, and being more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of East Merrick Road, as said road has been widened, distant 60 feet Westerly from the corner formed by the intersection of the southerly side of East Merrick Road, as widened, with the westerly side of Gold Street;

RUNNING THENCE South 06 degrees 55 minutes 00 seconds West, 125.47 feet;

THENCE North 83 degrees 05 minutes 00 seconds West, 10° 00 feet;

THENCE North 06 degrees 55 minutes 00 seconds East, 130.45 feet to the said southerly side of East Merrick Road;

THENCE along the southerly side of East Merrick Road, as widened, South 82 degrees 54 minutes 10 seconds East, 24.82 feet;

THENCE still along the southerly side of East Merrick Road, as widened, along the arc of a curve having a radius of 1,490.86 feet in an easterly direction, 10.7' feet to the point or place of BEGINNING.

FOR CONVEYANCING ONLY

The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.

TOGETHER with all the right, title and interest of the party of the first part, or, in and to the land lying in the street in front of and adjoining said premises.

Paul A. Wenzel
Notary Public, State of New York
No. 01WE5115621
Qualified in Nassau County
Commission Expires Sept. 7, 20

Bargain and Sale Deed

Distributed By
Chicago Title Insurance Company

LEASE

Lease made this January 1, 2015, between 740-748 Hicks Street Corp., with offices at 2690 National Drive, Brooklyn, New York, (hereinafter the "Lessor"), and All County ~~Auto Body~~ Hank Up Towing Inc., a New York _____(specify entity type), with offices at 4370-4378 Austin Blvd., Island Park, New York, (hereinafter the "Lessee").

WITNESSETH

The Lessor hereby lets to the Lessee, and the Lessee hereby hires and takes from the Lessor, a portion of the that certain plot or parcel of land, known as 4370-4378 Austin Blvd., Island Park, New York, see survey copy attached hereto and made apart hereof.

SUBJECT, HOWEVER, TO:

Any state of facts which an accurate survey and inspection might show.

Building restrictions and regulations and any amendments and supplements thereto, and zoning ordinances, if any.

Any conditions of the premises on the date hereof, if any, as constitute violations of law, ordinances, orders or requirements of any Federal, State, County or Municipal Department or authority having jurisdiction.

All restrictions, rules, regulations, ordinances and statutes of any and all Federal, State and Municipal authorities having jurisdiction and amendments and additions thereto.

All mortgages, easements and agreements of record as same exists as of the commencement of the Lessee's possession of the premises, (under prior agreement).

The condition and state of repair of the premises as the same exist as the same may be as of the commencement of the Lessee's possession of the premises, (which is prior to the date hereof).

other governmental charge as shall for any period of time within the term of this lease but not for any period before or after said term, be laid, levied, assessed or imposed, upon or become due and payable upon the said demised premises or any part thereof, by virtue of any present, or any future law, order or ordinance of the United States of America, State of New York, County of Nassua, or Town of Island Park, or of any department, officer or bureau thereof. All of the said increases in the annual real estate taxes shall be paid by the Lessee to the Lessor in equal monthly installments in advance on the first day of each and every month during the term of this lease, it being agreed that in the event that any such tax shall not have been fixed in time to compute or ascertain the exact amount of monthly payment therefore which shall be due thereunder on the first day of any month, the amount of such payment shall be computed and paid on the basis of the amount fixed for the next preceding tax and an adjustment of all such payments shall be made as soon thereafter as the exact amounts shall have become fixed and ascertainable. All of the said charges for water, water meter charges, assessments, water rents, sewer rents and other payments in this paragraph mentioned shall be paid by Lessee before the same respectively become delinquent. All annual taxes and water rents and other charges above mentioned shall be apportioned for the first and last years of the terms of this lease, so that the Lessee shall be obliged to pay only such proportion thereof in each of said years as the number of months covered by the term of this lease in said respective years bears to the total number of months for which such taxes and water charges were levied.

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All monies paid by Lessee to Lessor hereunder for or on account of real estate taxes shall, to the extent paid constitute an acquittance of

Lessee's obligations to pay such amounts of the taxes as have been paid, and are due to be paid as part of Lessee's obligations hereunder to pay such taxes, and Lessor shall be obligated to use and apply all such monies so paid by Lessee to the extent so required in payment of said taxes, promptly when the same become due and payable. If Lessor shall fail for any reason to use and apply such monies paid to Lessor by Lessee in payment on account of said taxes promptly when due, Lessee may, at its option, pay such taxes and any interest penalties and any charges in connection therewith and take credit for the full amounts so paid by Lessee against the next succeeding installment or installments of rent due hereunder until Lessee is thus fully reimbursed for all such tax payments.

2. **RENT** The Lessee hereby covenants to pay and shall pay to the Lessor at the times and in the manner herein provided the rent consisting of the fixed rent and any additional rent as may be due hereunder during the demised term.

3. **POSSESSION** The parties hereby acknowledge that the Lessee is in possession of the demised premises. Such occupancy shall be under all the terms, covenants and conditions of this lease, including the liability for additional rent. The parties acknowledge that they are both previously obliged to each other, pursuant to a Possession Agreement between the parties, that expired December 31, 2014. As per such agreement, the Seller, who is the Lessee hereunder, had his Attorney hold Ten Thousand ($10,000.00) dollars, to ensure the release of possesssion. Said sum shall, upon the signing hereof, and the payment of sums certain, payable as per the terms hereof, shall be released to the Lessee. Upon the signing hereof and the release of the $10,000.00 dollars held for possession, to the Lessee, the Lessee shall pay all items of rent due hereunder, and all items of security due hereunder to the date of signing hereof.

4. **PREMISES LEASED "AS IS"/INDEMNIFICATION** Lessee has leased the premises after an examination thereof and, except as herein expressly provided, without any representation on the part of Lessor. The building now standing on the demised land is

with the premises as a part thereof at the termination of this Lease except Lessee shall have the right to remove all non-affixed office and business machines, equipment and trade fixtures, customarily used in its business.

(c) Lessee, at its sole cost and expense, shall obtain all necessary governmental permits and certificates required for the improvements and/or alteration, and shall cause the improvements and/or alterations, and shall cause the improvements and/or alterations to be constructed or installed in compliance therewith and with all applicable laws and requirements of public authorities. Lessee, at its sole cost and expense, shall carry, or cause to be carried, Workmen's Compensation Insurance, in the statutory limits, as well as such other insurance as shall be required by law or the terms of this Lease.

(d) Lessee agrees to obtain and deliver to Lessor, written and unconditional waivers of mechanic's liens upon the real property in which the demised premises are located, for all work, labor and services to be performed and materials to be furnished in connection with such work. Notwithstanding the foregoing, if any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claimed to have been done for, or materials furnished to Lessee, whether or not done pursuant to this Article, the same shall be discharged by Lessee within thirty (30) days thereafter, at Lessee's expense, by filing the bond required by law. Lessee covenants and agrees that the improvements and/or alterations will be complete in accordance with the approved plans and specifications and the provisions of the lease free and clear of all mechanics liens and all other liens or charges arising out of such improvements and/or alterations, but the foregoing shall not prohibit financing statements and other similar security instruments from being filed as security for the purchase of Lessee's trade fixtures.

7. LESSEE TO COMPLY WITH LAWS Lessee shall promptly comply with all present and future laws ordinances, rules, orders, regulations, requirements and directions, of every nature and kind whatsoever, of the Federal, State and Municipal Governments, and

local government authorities, or Public Authorities and of all their departments, bureaus, subdivisions, applicable to and affecting said premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the said premises, during the term hereof; and shall promptly comply with all orders, regulations, requirements and directions of the Board of Fire Underwriters or similar authority and/or any other board or organization exercising similar functions with respect to the demised premises, including the building thereon, and the sidewalks in front thereof, or vaults or [passageways appurtenant thereto, whether or not such laws, ordinances, rules regulations or requirements relate to changes or requirements in, to or as the result of the use or occupation thereof, and of any insurance companies which have issued or are about to issue policies of insurances covering the said premises and its contents, for the prevention of fire and other casualty, damage or injury. Lessee shall make any and all improvements thereon, or alterations thereto, whether or not within the contemplation of the parties, that may be required by any such present or future law, rule, requirement, order, directive, ordinance or regulation, at Lessee's sole cost and expense. Should Lessor suffer any cost, expense, penalty, fine, fee, etc., associated with the violation, even temporarily, of any such law, ordinance, rule, regulation, requirement, order or directive, the lessor shall be entitled to charge said amount to the lessee, as additional rent hereunder. Tenant's failure to pay such additional rent shall constitute a default hereunder.

8. LESSEE TO REPAIR The Lessee shall take good care of the demised premises and of the building thereon, both inside and outside and put, and keep and maintain the same and all parts thereof, including without limitation on the generality thereof, the roof, foundations, and appurtenances thereto, together with any and all alterations, additions and improvements therein or thereto, in good order and clean and attractive condition, suffering and permitting no waste, nuisance or injury, and shall at the Lessee's expense promptly make all needed repairs and replacements, structural or otherwise, in and to any buildings or structures (including foundations) or equipment now or hereafter erected upon the demised premises, including vaults, sidewalks, curbs, water and sewer gas connections, pipes and mains, and all other fixtures, machinery and

equipment now or hereafter belonging to or connected with the said premises or used in their operation. Lessee expressly covenants and agrees that the kitchen and all equipment in connection therewith shall be operated, maintained and conducted in accordance with all rules, ordinances, regulations and directions of any departments, agencies, bureaus having jurisdiction thereof. Said kitchen shall be equipped by Lessee and operated and maintained by Lessee in good working order and condition at all times during the terms of this lease.

The Lessee shall keep the sidewalk and curb adjoining the demised premises clean and free of snow, ice and rubbish, the removal of all such items to take place in a timely manner and fashion. The undertaking of all repairs shall be subject to the terms, conditions and procedures as set forth in Article 6, "Improvements and Alterations", to the same extent as if they were set forth herein.

Any violations issued on the premises, or to the lessor, for improper removal of snow, ice or refuse, or improper upkeep of the premises, building or appurtenant areas, shall be the responsibility of the lessee to remove same of record, at lessee's sole cost and expense.

9. **INSURANCE** Lessee, at its sole cost and expense, shall carry or cause to be carried, general public liability insurance in the name of Lessor and Lessee with respect to claims for personal injury occurring on or about the demised land, and premises, with limits of not less than the amounts the attached insurance binder indicates, with respect to injury or death to any single person, and limits of not less than $1,000,000.00, with respect to injury or death to more than one person in a single accident, and property damage insurance, and fire insurance, in the name of the Lessor and Lessee with respect to property damage, or fire damage occurring on or about the demised land and premises with limits of not less than $1,000,000.00, and not less than an amount equal to full replacement cost for the premises, building and fixtures, in an amount of $1,000,000.00 and such other fire and other insurance against insurable hazards and contingencies as may from time to time be reasonably required by the Lessor upon ten (10) days written notice to Lessee, and shall deliver the policy or policies or certificate or certificates of such insurance stamped "Paid" by the issuing company or its duly authorized agents to the

Lessor as evidence of compliance with this covenant. The Lessee shall and will throughout the demised term hereof, at the Lessee's own cost and expense, keep all buildings and improvements on the demised premises insured as per this paragraph, by policies containing the usual co-insurance clause with extended coverage. In the event of any change in co-insurance requirements applicable to the premises, the policies furnished by the Lessee shall comply with such change.

Lessee shall procure policies for all the aforesaid insurance and may pay the premium therefore directly to the respective insurance companies or their agents and shall deliver renewals thereof to the Lessor from time to time at least twenty (20) days before the expiration of any similar policy then existing, and in default of such delivery to the Lessor, Lessor may procure any such insurance or any new or additional insurance as herein required, if after five (5) days Lessee fails to deliver to Lessor policies therefore following demand to Lessee by Lessor for such new or additional insurance. In the event of any such default by Lessee, Lessor may procure all such renewal, new or additional insurance as herein required for such periods not exceeding five (5) years for any one (1) policy as the Lessor may elect, and the Lessee shall, on demand, reimburse the Lessor for all outlays for such insurance with interest paid thereon at the rate of sixteen (16%) per centum per annum until paid. Any such amounts advanced by Lessor shall be deemed payable by Lessee as additional rent hereunder. All insurance shall be taken in such amounts and in such New York licensed companies and be in such form as the Lessor shall reasonably approve, naming Lessor as insured, the policies therefore shall at all times, be held by the Lessor.

In the event that the Lessee shall carry any of the insurance hereinabove in this paragraph provided for in so-called blanket form, it will be sufficient compliance with the provisions hereof if the Lessee shall deliver to the Lessor a certificate or certificates of such insurance together with complete data and information pertaining to the blanket insurance policy or policies and changes thereto covered by such certificate or certificates provided that the policies, carriers, amounts and coverage in favor of the Lessor shall comply in all

respects with all of the foregoing provisions hereof. All insurance shall be procured from such New Jersey licensed company, and be in such form as the Lessor shall reasonably approve, naming Lessor as additional insured. The Leasee shall provide copies of any such policies to the Lessor, upon the Lessor's request.

10. **ADDITIONAL RENT** All payments and expenses provided to be made by Lessee herein shall constitute rent payable hereunder with the same effect as if the same were annual net fixed rent reserved and provided for herein and, in the event of the non-payment by the Lessee of any such additional rent when due according to the terms hereof the Lessor shall have the same rights and remedies in respect thereof as the Lessor shall or may have in respect to the annual net fixed rent herein reserved and provided for.

On all items of net fixed rent or additional rent due hereunder, interest at the rate of 8% per centum per annum, will be charged,
On any such item not paid when due, or if a demand therefore is required by the provisions of this lease, within ten (10 days after the date of such demand, from said due date, or date of demand, as the case may be, until payment thereof.
The obligations of lessee to pay additional rent as provided for herein shall survive the expiration or earlier termination of the term of this lease. The additional rent provided for herein shall be apportioned as of the expiration or earlier termination of the term of this lease.

The additional rent provided for herein shall be collectible by Lessor, in the same manner as the regular installments of Fixed rent due under this lease. No delay or failure by Lessor in preparing or delivering any statement or demand for any such additional rent, shall constitute a waiver, or in any way otherwise impair the Lessor's rights to collect such additional rent hereunder.

11. **FIRE OR CASUALTY** In the event of any damage or loss to the demised premises by reason of fire or other casualty, the Lessee shall give immediate notice thereof to the Lessor. Lessee shall repair or rebuild the same as speedily as practicable. Lessee shall do so promptly, at Lessee's expense, so as to make the building as nearly similar in character, construction and material, to the building existing immediately prior to such occurrence, and as

nearly similar to it in character as shall be practicable and reasonable.

Lessor and Leasee shall be entitled to receive the net proceeds of any fire or other casualty insurance. Such funds are to be used to rebuild the building existing on the demised presmises so that it is as nearly similar in character, and quality, to the building existing immediately prior to such occurance.

12. EMINENT DOMAIN If during the term of this lease all of the demised land shall be taken as a result of the exercise of the power of Eminent Domain, or if by reason of law, ordinance, regulation or court judgment, Lessee's use of the demised premises for any of the specific purposes herein referred to shall be prohibited, this lease and all rights, title and interest of Lessee hereunder shall cease and come to an end on the date of the commencement of the condemnation proceedings or prohibition of use, and Lessor shall have no further obligation to Lessee hereunder. Further, in no event shall Lessor have any obligation to share any funds received by Lessor by virtue of any such condemnation or limitation proceeding, with the Lessee. The preceding sentence will not be construed to deny the Leasee from making an application for a business loss by condemnation.

If a portion of the demised premises should become subject to an eminent domain proceeding, such that Lessee can no longer to continue to conduct its business as usual, the Lessee shall have the option, at any time after the commencement of the condemnation proceedings, to terminate this lease either as to the portion of the demised premises subject to the condemnation or as to the whole thereof. Such option shall be exercised by giving the Lessor a written notice of total termination or partial termination, specifying the part terminated, (if termination is partial). In such event, Lessee may elect to continue the lease as to the un-condemned portion of the property, however, there will be no adjustment in the net fixed rent, by virtue of such condemnation or limitation.

Nothing in this provisions shall be construed to limit or affect the Lessee's right to be refunded any prepaid rental payments in the event

of earlier termination of this lease, as to all or a portion of the demised premises as the result of a condemnation proceeding or otherwise.

As to any condemnation award, Lessor shall be entitled to receive the entire award, and shall have no obligation to Lessee, in regards to same.

13. **(LIMITATIONS ON) ASSIGNMENT/ SUBLETTING/ MORTGAGES ETC.** Lessee, for himself, his heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenant that Lessee shall not assign, mortgage, sublet, encumber or otherwise transfer voluntarily or involuntarily, this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, by operation of law or otherwise, without the prior written consent of Lessor in each instance, which consent may be unreasonably withheld.*

If this lease is assigned, or sublet, whether or not in violation of the terms hereof, Lessor may collect rent from the Lessee. If the demised premises or any part thereof, are sublet or occupied by anyone other than Lessee or Lessor, after any part thereof, are sublet or occupied by anyone else other than Lessee or Lessor, or after any default by Lessee, Lessor may collect rent from the sub-lessee or occupant, or assignee, and apply the net amount collected to the net fixed rent and additional rent herein reserved, as payable by the Lessee, but no such assignment, sub-letting or occupancy, or collection shall be deemed a waiver of the provisions hereof, nor an acceptance of the assignee, (unless assignment to the assignee was specifically consented to in writing, pursuant to the terms hereof), sub-lessee or occupant, as Lessee or a release of Lessee from the further performance and observance by Lessee of the terms, covenants and conditions of this lease.

Upon such an assignment, or sub-letting or permitted occupancy, of this lease, and the demised premises, Lessee shall be and remain responsible for the performance of any of the covenants herein and Lessor, even if Lessor collects rent from sub-lessee or assignee or occupant, shall not release Lessee from any and all obligations and liabilities hereunder. Absent any such consent by Lessor any act or

* Notwithstanding the foregoing, the tenant shall have the right to assign this lease to any entity doing business for any legal purpose, provided same is a legal use of the premises.

instrument purporting to do any of the foregoing shall be null and void.

The following situations shall be deemed an assignment under the terms hereof:

(a) a take over agreement shall constitute and be deemed an assignment of this lease
(b) a transfer of the majority of the shares of the corporation that is the Lessee, shall constitute and be deemed an assignment of this lease
(c) a transfer of the majority of interest in any entity that is the Lessee, shall constitute and be deemed an assignment of this lease
(d) a transfer pursuant to subsection (b) of this paragraph shall constitute and be deemed to have occurred if there is a transfer of more than ~~twenty (20%)~~ fifty (50%) percent of the share of any class of the issued and outstanding stock of any corporate Lessee, or the issuance of additional shares of any class of stock to the extent of more than twenty (20%) percent of the number of shares of the said class of stock issued and outstanding at the time the corporation became the Lessee hereunder.
(e) Unless in each instance the prior consent of Lessor has been obtained, any of the above shall constitute a default under this lease, and shall entitle Lessor to exercise all rights and remedies provided for herein in case of default.
(f) Lessee represents that as of the date hereof, the sole owners of the the Leasee entity are as follows:
(indicate names and percentage ownership)
(no deemed assignment shall occur as long as the above named individuals own a majority of the outstanding membership interests.)

The consent by Lessor to an assignment, encumbrances, transfer or subletting, shall not in any way be deemed consent to any further assignment, encumbrance, transfer or sub-letting. In no event shall any permitted sub-lessee, assignee, or other occupant in interest to Lessee encumber, or further sublet or assign any or all of their interests under any such document. In no event shall any permitted sub-lessee, assignee or occupant suffer or permit any portion of the space of the demised premises to be used or occupied by others, without the prior written consent of Lessor, in each instance, which consent may be unreasonably withheld. Any documents evidencing

such assignment or sub-lease or permitted occupancy or other encumbrance, shall so state that the prior written consent of Lessor in each instance is required, in its terms. Any such consent of Lessor shall be subject to the terms of this lease and conditional upon their being no default of Lessee under any term, covenant or condition of this lease at the time that Lessor's consent is requested, and on the date of the proposed commencement of the term of any such proposed sublease or the effective date of any such proposed assignment. Upon receiving Lessor's written consent, which may be unreasonably withheld, a duly executed copy of the sublease or assignment, or other encumbrance shall be delivered to Lessor within thirty (30) days of execution thereof.

14. **NET LEASE** This lease shall be deemed and construed to be a Net Lease and the Lessee shall pay the Lessor the rent and additional rent hereunder, free of any charges, assessments, impositions or deductions of any kind other than those herein expressly provided for. All rent shall be payable to Lessor, without notice, demand, counterclaim, set-off, deduction or defense, and nothing shall suspend, defer, diminish, abate or reduce any rent or additional rent payable hereunder, except as otherwise set forth herein.

15. **WARRANTIES** Lessor warrants and represents that title to the demised premises is free and clear of encumbrances. Lessor covenants and represents that she has the right and authority to enter into, execute and deliver this lease. Lessor shall indemnifyharmless from and against any and all damages incurred by the Leasee as a result of any breach of the foregoing representation.

16. **LIENS** Lessee shall indemnify and hold Lessor harmless from and against any and all bills for labor performed for equipment, fixures and materials, furnished to or for Lessee, and from and against any and all liens, bills, or claims therefore, or against the demised premises, or the building of which it forms a part, and from and against all losses, damages, costs, expenses, suits and claims whatsoever, in connection with the work performed by or for Lessee. The demised premises and the building shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to or on behalf of Lessee, and no financing

statements or other security instruments shall be filed against the demised premises or the building or the contents thereof.

Except as permitted by the provisions of this lease, the Lessee shall have no power to do any act or make any contract which may create or be the foundation for any lien upon the present or other estate or reversion of the Lessor in premises hereby demised or upon the buildings or improvements thereon, or upon the Lessor as owner, or any claim in connection with any work being performed by or for Lessee, or in connection with any materials being furnished to Lessee, or any mechanic's liens, other liens or charges, then the Lessee, at Lessee's sole cost and expense, shall provide bond to cover the payment thereof or to otherwise discharge the same, of record, or protect the property and interest of Lessor therefrom within thirty (30) days after the date of filing of such lien or within thirty (30) days after written notice to Lessee of the filing of such claim, whichever date shall last occur. Lessee promptly and diligently shall defend any action, suit or proceeding which may be brought for the enforcement of any such lien or charge. Lessee on demand shall pay all damages, costs and reasonable expenses, including attorney's fees, suffered or incurred by Lessor in connection therewith.

Nothing in this lease shall constitute any consent or request by Lessor, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the demised premises, or any part thereof, nor as giving Lessee any right, power or authority, to contract for, or permit the performance of any labor or services or the furnishing or any materials or other property in any fashion that would permit the filing or making of any lien or claim against Lessor or the demised premises. Lessor shall have the right from time to time, to place on the demised premises, in a conspicuous place, such signs or other notices, as Lessor may deem necessary so as to give notice to others of the provisions of the preceding sentence, provided that such signs or other notices do not interfere with the conduct of Leasee's business.

17.LESSEE TO INDEMNIFY LESSOR The Lessee shall not do or permit any act or thing upon which the demised premises which may subject the Lessor to any liability by reason of any illegal business or conduct upon the demised premises, or by reason of

any violation of law or of any legal requirement of public authority, but shall exercise control over the demised premises as to fully protect the Lessor. Notwithstanding that joint or concurrent liability may be imposed upon the Lessor by statute, ordinance, rule, regulation or order, the Lessee shall indemnify and hold harmless the Lessor, and Lessor's respective contractors, agents, employees, licensees and invitees from and against any and all liability, fines, suits, claims, damages, judgments, costs, interest and expenses, including without limitation, attorney's fees, demands and actions of any kind or nature or by anyone whosoever, due to or arising out of (a) any breach, violation or non-performance of any covenant, condition or agreement in this lease set forth and contained on the part of the Lessee to be fulfilled, kept, observed and performed; and/or (b) any damage to person including without limitation Lessor and the Lessor's contractors, agents, employees, licensees, and invitees, or property (including the loss of the use thereof) occasioned by Lessee's use and occupancy of the demised premises or by any use or occupancy which Lessee may permit or suffer to be made of the demised premises, or any work, installation or thing whatsoever, done in or at or about the demised premises; and/or (c) any injury to person or persons, including without limitation Lessor and Lessor's contractors, agents, employees, licensees and invitees, including death, resulting at any time therefrom, which is occasioned by Lessee's use and occupancy of the demised premises or by any use or occupancy which Lessee may permit or suffer to be made of the demised premises or by any use or occupancy which Lessee may permit or suffer to be made of the demised premises; (d) or from any act, omission or negligence of Lessee or any contractors, agents, employees, customers, guests, sub-tenants, assignees, licensees or invitees of Lessee. The Lessee's liability under this paragraph shall be reduced by the net proceeds actually collected on any insurance effected by the Lessee on the risks in question for the Lessor's benefit.

18. SUBORDINATION AND LESSEE'S RIGHTS ON FORECLOSURE This lease, the lien thereof upon the demised premises, and all rights of the Lessee hereunder, hereby are and will be, at all times, subordinated and subjected to the lien of the present mortgage, if any, or any future mortgages that hereafter

may become liens upon the said demised premises, and to any extensions, additions, amendment or renewals thereof or to any new mortgage or mortgages in replacement thereof.

19.RIGHT OF FIRST REFUSAL – Intentionally deleted.

20.DEFAULTS If (1) the Lessee shall fail to pay any installment of the rent herein reserved or any of the other charges or expenses herein designated as additional rent, or any part of either of them for ten (10) days after written notice thereof by the Lessor to the Lessee; or if (2) the Lessee shall fail to comply with any of the other terms, covenants, conditions or agreements herein contained, for fifteen (15) days after written notice, provided, however, that in the case of such a default which cannot be remedied with due diligence by Lessee within a period of fifteen (15) days, if Lessee proceeds as promptly after service of such notice and with diligence to remedy the default and thereafter continues to prosecute the remedying of such default with due diligence, the period of time after the giving of such notice within which to remedy the default shall be extended for such period as may be necessary to remedy the same; or if (3) the Lessee shall abandon said premises, or if (4) prior to the commencement of the term, or at anytime thereafter, the Lessee shall be adjudicated insolvent or a bankrupt according to law or shall file a petition for reorganization with in the meaning of Chapter X of the Bankruptcy Act as now or hereafter amended or supplemented or for arrangement within the meaning of Chapter XI of said Bankruptcy Act or for the same or similar relief under any future Bankruptcy Act (Federal or State), or shall take the benefit of any insolvency or bankruptcy act, it being understood that all referenced in this subdivision "4" shall mean the Lessee then in possession of the demised premises as holder of the interest of the Lessee under this lease, or shall have a receiver or trustee appointed of his property in any proceeding brought by or against the Lessee even if such proceeding be not based on insolvency or bankruptcy of the Lessee; or if (5) this lease or the estate of the Lessee hereunder shall be transferred or pass to or devolve upon any other period or corporation, except in the manner herein provided and permitted; or if (6) an execution shall issue against the Lessee and remain unsatisfied or in force for twenty (20) days after notice thereof and demand by Lessor.

Each of the foregoing matters or contingencies shall be and hereby is made a breach of this lease and default hereunder, but is not intended to be and should not be construed to be an exclusive list of such contingencies. Lessor shall have and is hereby given the right to terminate and end this lease and the term hereby granted and all of the right, title and interest of the Lessee hereunder, by giving Lessee written notice to that effect ten (10) days prior to the termination date fixed in said notice, and it is agreed that this lease and the term hereby granted shall terminated and come to an end on the date specified in said notice with the same force and effect (except as to Lessee's liability) as if said day were the end of the term herein originally demised; and the said Lessee will the quit and surrender the said premises including any and all buildings erected thereon and all other improvements to the Lessor and the Lessor may enter into or repossess the said premises, either by force, summary proceedings or otherwise. The word "Lessee" wherever used in this paragraph shall be construed to mean the then owner of Lessee's interest hereunder, or the entity in possession or occupancy, if this lease has been assigned or sublet or otherwise transferred.

21.COST OF LIVING ADJUSTMENT Intentionally deleted.

22.NO WAIVER The failure of Lessor to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this lease, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Lessor of rent, with knowledge of the breach of any covenant of this lease, shall not be deemed a waiver of such breach; and no provision of this lease shall be deemed a waiver of such breach and no provision of this lease shall be deemed to have been waived by Lessor unless such waiver be in writing signed by Lessor. No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement, or statement of any check or letter accompanying any check or payment as rent be deemed on accord and satisfaction , and Lessor may accept such check or payment without prejudice to Lessor's

right to recover the balance of such rent or pursue any other remedy in this Lease provided. No act or thing done by Lessor or Lessor's agents during the term hereby demised shall be deemed an acceptance or a surrender of said premises and no agreement to accept such surrender shall be valid unless in writing signed by Lessor. No employee of Lessor, nor Lessor's agent, shall have any power to accept the keys of said premises prior to the termination of the lease and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the premises.

23. **RECORDING** Lessor and Lessee agree that this lease shall not be recorded.

24. **UPON DEFAULT/END OF TERM/PROPERTY ABANDONED** If after default in the payment of rent or violation of any other provision contained in this lease, or upon the expiration or other termination of the terms of this lease, or any renewal term thereof, as yet un-contemplated by the parties, Lessee moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said removal, or prior to the execution of a warrant, then and in that event, the said fixtures and property shall be deemed abandoned and shall become property of the Lessor. Lessee shall quit and surrender to Lessor the demised premises, broom clean, in good order and condition, ordinary wear excepted, and Lessee shall remove all its non-affixed property. Lessee's obligation to observe or perform this convenant shall survive the expiration or other termination of the lease. If the last day of the term of this lease or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday, unless it is a legal holiday in which case it shall expire at noon on the preceding business day. Nothing in this Article shall be construed to prevent Lessee's removal of non-affixed trade fixtures, but upon removal of any other affixed installations which Lessee is permitted or required to remove hereunder, Lessee shall immediately and at its expense, repair any damage to the demised premises, or the building, due to such removal, to the original condition, and in all events the premises shall be left broom clean. All property required to be removed by Lessee at the end of the term remaining in the premises after Lessee's removal shall be

deemed abandoned and may, at the election of Lessor, either be retained as Lessor's property or may be removed from the premises by Lessor, at Lessee's expense.

25. **MERGER** Neither Lessor nor Lessor's agents have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or the demised premises, the rents, leases, expenses of operation or any other matter or thing affecting or related to the premises except as herein expressly set forth and no rights, easements or licenses are acquired by Lessee by implication or otherwise except as expressly set forth in the provisions of this lease. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Lessor and Lessee; and any executory agreement hereafter made, shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

26. **QUIET ENJOYMENT** Lessee, upon payment of the rent above reserved and upon the due performance of the covenants and agreements herein contained on the Lessee's part to be observed, kept and performed, shall and may, at all times during the term hereby granted, peaceably and quietly have, hold and enjoy the said demised premises without any manner of let, suit, trouble or hindrance of and from the Lessor or anyone claiming through or under Lessor subject, however to the terms of this lease.

27. **SECURITY** Lessee shall deposit with Lessor $5,000.00 upon the signing hereof, to be deemed security, and held by Lessor in any manner of Lessor's choosing. Upon the first day of the sixth(6th) year, the Lessee shall deposit with Landlord an amount of $500.00 of additional security, so that the amount of security held will reflect the same amount of the monthly rent due. In the event that Lessor shall use any/all of the Lessee's security deposit hereunder, to fulfill any of tenant's obligations hereunder, the Lessee shall immediately replenish same, so that at any given time the amount

of security is not less than the amount of monthly rent due hereunder.

28. **ACCESS** The Lessee shall permit an inspection of the demised premises by the Lessor or the Lessor's agents or representatives and by or on behalf of prospective purchasers during business hours, at any time during the term hereby granted, and during the year preceding the expiration of this lease or of the final renewal thereof shall permit inspection thereof by or on behalf of prospective tenants. If, during such hours, admission to the premises for the purposes aforesaid cannot be obtained, or if at any time an entry shall be deemed necessary for the protection of the property, whether for the benefit of the Lessee or not, the Lessor, or the Lessor's agent or representatives, may enter the demised premises and accomplish such purpose. The provisions contained in this Paragraph "28" are not intended to create or increase, and are not to be construed as creating or increasing any obligations on the Lessor's part hereunder. Notwithstanding anything contained herein to the contrary, Lessor's access shall not in any way interfere with the conduct of the Leasee's business.

29. **NOTICES** Except as otherwise in this lease provided, a bill, statement, notice or communication which Lessor may desire or be required to give to Lessee shall be deemed sufficiently given or rendered if, in writing, delivered to Lessee personally or sent by registered or certified mail, return receipt requested, addressed to Lessee at the building of which the demised premises form a part or at the last known address of Lessee or guarantor, or left at any of the aforesaid premises, addressed to Lessee, or left at any of the aforesaid premises, addressed to Lessee and delivered to: _____, or at such alternate addresses as Lessee shall designate by written notice, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Lessee, mailed or left at the premises herein provided. Any notice by Lessee to Lessor must be served by registered or certified mail, return receipt requested, addressed

DAVID H. COHEN
c/o Moritt Hock & Hamroff LLP
400 Garden City Plaza
Garden City NY 11530

to Lessor, or at such alternate address as Lessor shall designate by written notice.

30. **SUCCESSORS AND ASSIGNS** The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Lessor and Lessee and their respective heirs, distributees, executors, administrators, successors and except as otherwise provided in this lease, their assigns, it being distinctly understood and agreed that no assignment, in violation of the provisions of this lease, shall vest in such assignee any right or title in or to the leasehold estate hereby created or any rights in and to this lease.

31. **DEFINITIONS** The terms "demised premises" as used in this lease, shall mean not only the land hereby demised, but also any building and improvements situated thereon from time to time and all rights, privileges, easements and appurtenances thereunto appertaining. The term "Lessor" as used in this lease, shall mean the owners, or the mortgagee in possession, for the time being, of the land and building hereby demised, and in the event of any bona fide sale or sales of the entire demised premises by Lessor, or as long as a mortgagee be in possession, the Lessor shall be and hereby is freed and relieved of all covenants and obligations of Lessor hereunder and it shall be deemed and construed without further agreement between the parties and their successors in interest, or between the parties and the purchaser at any such sale, that the purchaser has assumed and agreed and is thereafter bound in place and stead of the Lessor to carry out any and all covenants and obligations of Lessor hereunder. The words "re-enter" and "re-entry", as used in this lease, are not restricted to their technical legal meaning.

32. **NO BROKER** Parties warrant and represent that no broker was instrumental in bringing about the execution of the within lease and Leasee does hereby agree to indemnify Lessor and hold him harmless from any and all claims, suits or proceedings which may be brought by any broker for commissions by reason of same, and does hereby further agree to defend any such actions or proceedings at his own sole cost and expense.

33. **PARAGRAPH HEADINGS AND INDEX** The paragraph headings and the index hereof as to contents of a particular paragraph herein are inserted only for convenience and are not to be construed as part of the lease, or a limitation on the scope of a particular paragraph.

34. **ESTOPPEL CERTIFICATES** Lesse shall, upon Lessor's request, from time to time, provide the Lessor with Estopple Certificates, as Lessor may request.

35. **HOLDOVER** In the event that Lessee fails to remove from the premises at the end of the demised terms, Lessee hereby agrees that for any holdover period commencing upon the expiration of the term hereof, or other termination hereof, that the tenant remains in occupancy, that the fair and reasonable charge for the use of the premises shall be at the rate of three (3) times the last monthly rent of the term, per month, plus any and all such amounts of additional rent for taxes and other items that are due under this lease, which sums shall be due and available to the Owner on the first days of each and every month that the Lessee retains possession of the premises, after the expiration of the term hereof or other termination hereof. This provision shall in no manner preclude Owner from instituting any legal remedy available for the recovery of possession of the premises after the expiration of the term of the demised.

36. **LIMITED LIABILITY** Tenant agrees that, notwithstanding any other provision of this lease to the contrary, Lessee shall look solely to the interest of Lessor, or its successor, in the lease for the satisfaction of any judgment or other judicial process requiring the payment of money by Lessor based on default together hereunder, and no other assets of Lessor, or any such successor shall be subject to levy execution or other enforcement procedure for the satisfaction of any such judgment or process.

37. **WAIVER OF TRIAL BY JURY** That in the event of any action or proceeding, commenced by either party, as a result of any of the terms of the lease entered herein, the said parties do hereby waive any and all right to trial by jury, and agree that a trial of the issues

shall be heard by the court alo0ne, in order to facilitate a speedy adjudication thereof.

38. **VIOLATIONS** Lessee shall indemnify and hold Lessor harmless, from and against any and all violations issued by any Federal, State, City, Town or local or village municipality, against the demised premises, or the building of which it forms a part, or the lessor, and from and against all losses, damages, costs, expenses, suits and claims whatsoever, in connection with any such violations. The lessee shall remove all violations , of record, immediately. The demised premises and any buildings shall at all times be free of violations.

If, in connection with the lessee's use and occupancy of the premises, a violation is issued, then lessee, at lessee's sole cost and expense, within thirty (30) dyas after such violation has been filed or made, shall cause the same to be cancelled and discharged or record by payment thereof or filing a bond or otherwise. Lessee shall promptly and diligently defend any action, suit or proceeding, which may be brought, for the enforcement of such violation. Lessee shall satisfy and discharge any such violation, or judgment relating thereto, within thirty (30) days from the entering of such violation or judgment relating thereto, by payment thereof or filing a bond or otherwise, and on demand shall pay all damages, costs and expenses, including attorneys fees, suffered or incurred by Lessor, in connection therewith.

39. **UTILITY SERVICES/HEAT**
Lessee shall pay all charges for all public or private utility services at any time rendered to or in connection with the demised premises, or any part thereof, and shall comply with all contracts relating to any such service, and shall do all other things required for the maintenance and continuance of all such services.

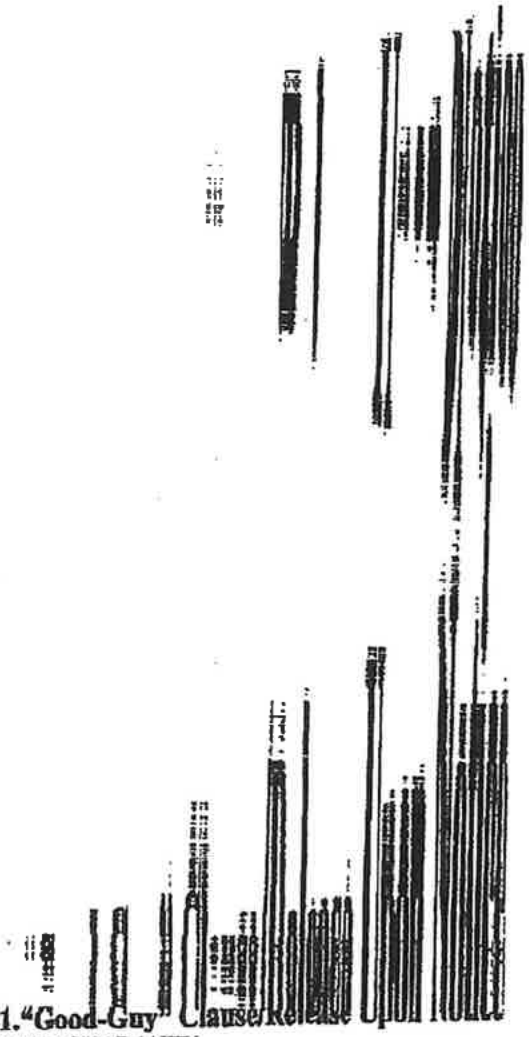
Lessee, at lessee's sole cost and expense, shall make all arrangements with the Public utility company serving the demised premise, for the obtaining of, and the payment for all charges relating to all utility used on the premises, including without limitation arrangements pertaining to the installation and use of meters, pans, risers, wiring, panel boards, feeders and other conductors and equipments. In no event shall lessor

be liable or responsible for charges for any such utilities at the demised premises, or any loss, or damage or expense, which lessee may sustain or incur if either the quantity or character of the particular utility is changed or in no longer available or suitable for lessee's requirements. At all times during the term of this lease, Lessee shall comply with the general rules, regulations, terms and conditions applicable to service equipment, wiring and changes in requirements, in accordance with the utility company, public or private, supplying such utility to the premises.

The lessee agrees to supply their own heat for the premises, at lessee's sole cost and expense. Should any of the buildings plumbing system be damaged by inadequate heat, lessee shall be responsible for the cost of repairs thereto.

40.RECYCLING/REFUSE REMOVAL

Lessee agrees, at Lessee's sole cost and expense, to comply with all present and future laws, orders and regulations, of all authorities whatsoever, regarding the collection, sorting, separation and recycling of waste product, garbage, refuse and trash, into such categories as provided by law. Lessee is hereby required to arrange for such collection, at lessee's sole cost and expense. Lessee shall pay all costs and expenses, fine penalties or damages which may be imposed on lessee or lessor by lessee's failure to comply with the provisions of this paragraph. Lessee shall indemnify defend and hold lessor harmless from and against any actions, claims and suits, arising from lessee's non-compliance herewith, including legal fees and expenses, using counsel satisfactory to lessor, is lessor so elects. Lessee's failure to comply with this paragraph shall constitute a violation of a substantial obligation of the lessee's tenancy. Lessee shall be liable to lessor for any costs, expenses or disbursements, including attorney's fees, incurred by lessor, in the commencement and or prosecution of any action or proceeding by Lessor, against Lessee, predicated upon lessee's breach of this paragraph, and same shall be payable as additional rent hereunder.



41. "Good-Guy" Clause/Release Upon Default

"GOOD GUY" GUARANTY

If Lessee is not in violation of any of the terms of the Lease, and if Lessee shall give ninety (90) days written notice to Lessor of intent to terminate the lease, pursuant to this provision; then, in such case, Lessee shall pay to Lessor any amounts of past due fixed rent and any such additional rent and other charges accrued and due, pursuant to the lease, accrued to the date of release. Upon such release date, Lessee shall return to the Lessor, the keys to the premises and surrender possession of the premises, in the condition required by the Lease as of the expiration or termination thereof, free of all tenancies, or rights, or claims of occupancy by Lessee or any party claiming occupancy through Lessee. Lessor will agree to release the Lessee, provided Lessee complies with

See Survey attached hereto and made a part hereof.
(although the attached survey also reflects lots 76 and 77, these lots are specifically excluded from this Lease, and are not a part of the demised premises leased hereby)

terms of this paragraph 41, and Landlord agrees that the Lessee's monthly [illegible] upon the release date, provided all above conditions are met by Lessee.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

740-748 Hicks Street Corp., Lessor

by: _____
Madeline Felice, President

~~All County Auto Body~~ All County Hook Up Towing Inc.

by: _____
, (Name/Title), Lessee

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the _____ day of June, 2018, between Gabriel 68 East Merrick Road, LLC, with offices at 70 East Merrick Road, Freeport, NY 11520 (the "Seller"), and 68 East Merrick Road Management, Corp., with offices at 70 East Merrick Road, Freeport, NY 11520 ("Purchaser").

RECITALS

A. Seller is the owner of certain real property and the improvements thereon commonly known by the street address 70 East Merrick Road, Freeport, NY 11520, **Section 62, Block A-00, Lot 135**, and being more particularly described on Exhibit A annexed hereto and made a part hereof (the "Land"); and

B. Subject to the terms hereof, Seller desires to sell, and Purchaser desires to purchase, the Land and the other property, improvements and rights described herein.

C. Accordingly, in consideration of the mutual agreements set forth herein, and for Ten and 00/100 ($10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows:

1. **Sale of Property; Description of Property.** Subject to the terms hereof, Seller agrees to sell, assign and transfer, and Purchaser agrees to purchase and accept the conveyance of, all of the following (collectively, the "Property"):

1.1 Land and Improvements. The Land, together with the buildings, structures and improvements erected thereon (collectively, the "Improvements"), and all rights, privileges, benefits, easements together with rights of way, riparian rights and hereditaments (including but not limited to access and utility easements), restrictions and appurtenances thereunto belonging, and thereunder to which Seller has title, together with any strips or gores relating to any of the Land and all interest of Seller to any land lying in any street, alley or road abutting any of the Land but excluding personal property owned by any tenants or other occupants thereof.

1.2 Leases. None (collectively, the "Leases").

1.3 Personal Property. All of Sellers right, title, and interest in all fixtures, chattels, equipment and articles of personal property which are currently located upon or attached to the Land and used in connection with the Land and the Improvements, specifically excluding therefrom any personal property owned by tenants or other occupants under the Leases (collectively, the "Personal Property").

1.4 Intangible Assets. All warranties relating to the Improvements and the Personal Property (if any), guaranties of the Leases, contract rights, permits and licenses, Personal Property leases (if any), and other intangible rights relating to the property described in Sections 1.1 through 1.3 above, all of the foregoing (i) only to the extent assignable, and (ii) only to the extent actually in Seller's possession.

2. **Purchase Price.** The purchase price for the Property shall be the sum of **SEVEN HUNDRED FIFTY THOUSAND and 00/100 ($750,000.00) DOLLARS**, (the "Purchase Price").

2.1 Installments. The Purchase Price shall be payable as follows:

2.1.1 **TWENTY THOUSAND and 00/100 ($20,000.00) DOLLARS** (the "Deposit") by check subject to collection on the signing of this Agreement, to be paid to Seller's Attorney to be held in escrow in accordance with the terms of this contract, and,

2.1.2 The balance of the sale price ($730,000.00) shall be paid to Sellers in the form of an official bank check.

2.2 General Provisions regarding the Deposits.

2.2.1 Pending the Closing or earlier termination of this Agreement, the Deposits shall be held in escrow by the Escrow Agent in an IOLA account, at **STERLING NATIONAL BANK** pursuant to the terms of Section 2.3 below.

2.2.2 If Closing does not take place because of Purchaser's willful default under this Agreement, then, the damages for all loss, damage and expense suffered by the Seller, by reason of said default, shall be deemed liquidated in the amount of the Deposit, and Purchaser shall then be discharged from any further obligations under this Agreement. Should a Court of competent jurisdiction determine said liquidated damage clause to be excessive, or invalid, or a penalty,

said provision shall thereupon be amended to the maximum amount of liquidated damages permissible at law. If closing shall occur, the Deposit thereon shall be applied to the Purchase Price. If Closing does not occur as a result of the default of Seller, then Purchaser shall, at its option, have the right to specific performance or return of the Deposit.

2.3 Escrow Agent.

2.3.1 Escrow Agent shall hold the Deposits in an IOLA account until (a) this transaction is consummated at Closing, in which case said Deposit, shall be paid to Seller; (b) the occurrence of an uncured default by Seller under this Agreement whereupon the Deposit will be disbursed by Escrow Agent to Purchaser provided that Purchaser is not also in default hereunder; or (c) the occurrence of an uncured default by Purchaser under this Agreement, whereupon the Deposit shall be disbursed by the Escrow Agent to Seller provided that Seller is not also in default hereunder.

2.3.2 If disbursement by Escrow Agent is required pursuant to the provisions of subsections (a), (b) or (c) of Paragraph 2.3.1 hereof, Escrow Agent shall so notify the parties hereto and shall disburse the Deposit within ten (10) days thereafter and shall confirm such disbursement by notice to the parties; provided, however, that if prior thereto Escrow Agent shall be served with a written notice by a party hereto opposing such disbursement, Escrow Agent will immediately deposit the funds held in escrow into a New York Court of competent jurisdiction and, upon such deposit, shall be fully discharged from any further obligation or liability hereunder.

2.3.3 Upon delivery of the Deposit as provided in Paragraph 2.3.1, Escrow Agent shall be deemed to have completed performance of all duties hereunder and shall be discharged from any further obligations in connection herewith. Escrow Agent shall have no liability for any act or omission to act hereunder, except if found guilty of gross negligence or willful misconduct. If a dispute arises regarding the party entitled to the Deposit, the Escrow Agent may either (a) except as otherwise required by Section 2.3.2 retain the Deposit until he receives an order of a court directing the payment thereof or an agreement signed by Seller and Purchaser providing for such payment; or (b) tender the Deposit involved in such dispute to the clerk of the court in which Seller and purchaser are involved in litigation with respect to the Agreement or in which Escrow Agent has instituted an action and interpleaded all interested parties. Upon the occurrence of (a) or (b)

above, Escrow Agent shall thereafter by fully discharged from any further obligations or liability hereunder.

3. **Documents to be Furnished by Seller.** Seller, at its expense, shall furnish to Purchaser the following documents, as Exhibits to this Agreement:

3.1 Lease Schedule. N/A

3.2 Contracts. N/A

3.3 Leases. N/A

3.4 Permits. Copies of certificates of occupancy, equipment use permits, tool storage permits and any other permits or licenses issued by the municipality for the premises as it exists. However, if the cost to obtain any of the above documents exceeds $1,500.00 seller shall have the option of obtaining same or canceling the contract.

4 Confidentiality. The Parties shall keep in strict confidence, except to the extent disclosure is required pursuant to applicable law, regulation or court proceeding, all information obtained with respect to the Property pursuant to or in connection with this Agreement or any confidentiality agreement executed by the Parties related to the Property including, without limitation, all terms and provisions of this Agreement including the Purchase Price, all information obtained with respect to the tenants and other occupants of the Property, and all information obtained in connection with any inspections of the Property until such time as the Closing is completed. The Parties agree to instruct their agents, employees, advisers and consultants to comply with the provisions of this Section 4 and any confidentiality agreement executed in connection with the Property. Notwithstanding the foregoing, the Parties may disclose all information obtained with respect to the Property to its directors, bankers, joint venture partners and advisors provided that such parties agree to keep the information confidential until such time as the Closing is completed. If the purchase and sale of the Property contemplated hereby is not completed for any reason, the Parties shall, upon request, promptly return to each other all instruments and materials delivered pursuant hereto and any and all copies thereof made by the other Party. The provisions of this Section shall survive any termination of this Agreement.

5. **Title.**

5.1 Title. Seller shall convey and Purchaser shall accept fee simple title to the Property, which is insurable, free and clear of all liens, encumbrances and other defects in title, except for those exceptions set forth in Paragraph 9 hereof (collectively, the "Permitted Encumbrances"), which Permitted Encumbrances may be waived or consented to by Purchaser, but all of such Permitted Encumbrances shall nevertheless survive the delivery of the Deed (as defined herein) by the Seller to the Purchaser at Closing (as defined herein).

5.2 Survey and Title Commitments. Promptly on the date hereof, Purchaser shall obtain a Title Insurance Report/Commitment from any reputable Title Insurance Agency or Abstract Company licensed to do business in the State of New York and obtain a survey, if it decides to obtain the same. Purchaser, at its sole cost and expense, shall deliver to Seller's counsel a copy of a title commitment from said title company (the "Commitment") and the Survey for the Land if Purchaser elects to obtain same. Purchaser or Title Companies delivery of a copy of the title report to the Seller's attorney shall constitute notice of any and all objections contained therein. Should Purchaser fail to timely deliver the Title Report to the Seller's attorney, it shall be deemed to have waived its right to object to any Defects (as said term is defined in Section 5.3 hereof) disclosed thereby.

5.3 Defects. If the Commitment issued by the Title Company shows that Seller's title to the Property is not in the condition required by Section 5.1 because of one or more defects in or objections to title, or if the Survey or Updated Survey shows any state of facts which render title unmarketable (hereinafter collectively referred to as the "Defects"), Seller shall (i) in the case of a lien or encumbrance and affecting the Property which can be removed by the payment of a certain sum of money, including any mortgages, tax liens, estate tax liens, mechanics liens, water and sewer liens, and judgments, to remove such liens or encumbrances prior to or at Closing, or (ii) in the case of any exception to title on account of a Defect which the title company will remove as a result of Seller's giving of assurances, indemnities or deposits (none of which assurances, indemnitors or deposits shall expose Seller to a liability in excess of **$1,500.00** (and not a lien or encumbrance described in (i) above) give such assurances, indemnities or deposits to the Title Company. Seller shall be entitled, by notice to Purchaser, to adjourn the Closing Date (as defined herein) for a period of up to

sixty (60) days, which period may be extended by Purchaser, at its discretion, upon request of Seller, for the purpose of removing, remedying or complying with such Defects. If Seller is either unable to remedy, or not required to remedy, the Defects or to obtain such affirmative title insurance, Purchaser shall have the right to either (a) terminate this Agreement by delivering a Notice of Termination to the Seller, and the Deposit shall be delivered to the Purchaser and neither party shall have any further obligations under this Agreement; or (b) proceed to Closing without abatement of the Purchase Price, except to the extent of a **$1,500.00** credit at the time of Closing.

5.4 The amount of any unpaid taxes, assessments, water charges and sewer rents which Seller is obligated to pay and discharge, with the interest and penalties thereon to a date not less than two (2) business days after the date of the Closing, may, at the option of Seller, be allowed to Purchaser out of the Purchase Price, subject to the provisions for apportionment of taxes and water charges contained herein, provided that official bills therefore with interest and penalties thereon are furnished by Seller at the Closing.

5.5 Unpaid franchise taxes of any corporation in the chain of title shall be no objection to title, provided that the Title Company agrees to omit same as an exception to title and Seller deposits with the Title Company sufficient security, acceptable to and required by the Title Company to omit same as an exception to title.

6. **Operation of Property.** The following provisions shall be applicable to all matters relating to the leasing, operation and management of the Property during the period between the date of this Agreement and the Closing Date:

6.1 Leases. From the date hereof until Closing, Seller shall not enter into any lease.

6.2 Service Contracts. Seller may enter into new service contracts provided same are on commercially reasonable terms and can be canceled by the Seller at any time on not more than thirty (30) days notice.

6.3 Intentionally Omitted

6.4 Operation of Property. Except as specifically set forth in this Section 6, Seller shall operate the Property in the ordinary course of business during the term

of this Agreement and maintain the Property in the same condition as on date hereof, reasonable wear and tear excepted, and shall keep the same insured against fire and extended coverage with the coverage provided at the time of signing of this Agreement.

6.5 Purchaser's Ability to Perform. Purchaser has provided reasonable assurance to the Seller that it has the financial capability to perform its obligations hereunder.

6.6 Tax Procedure. Seller shall not withdraw, settle or otherwise compromise any protest or reduction proceeding affecting real estate taxes assessed against the Property for any fiscal period in which the Closing Date is to occur or any prior fiscal periods except on commercially reasonable terms and any subsequent real estate tax refunds and credits received after the Closing Date which are attributable to the fiscal tax year during which the Closing Date occurs shall be apportioned between Seller and Purchaser, after deducting the reasonable expenses of collection thereof, based upon the relative time periods each owns the Property, which obligation shall survive the Closing Date.

7. **Closing Date and Place.** Subject to the provisions of this Agreement, the sale of the Property shall be closed (the "Closing"), and the deed and all documents necessary for the transfer pursuant to this Agreement shall be delivered to Purchaser, on or about 60 days from the date Purchasers Attorney receives a fully executed contract (the "Closing Date"). The Closing shall be held at the offices of Seller's attorney, William Miller, located at 24 East Park Avenue, Long Beach, NY 11561. Purchaser acknowledges that the within Contract of Sale is not contingent upon Purchaser's ability to obtain financing.

8. **Damage or Destruction; Condemnation.**

8.1 Damage or Destruction. Seller represents that there is now in force and existence fire insurance on the buildings on the premises and agrees that the insurance shall be kept in force until the closing of this contract. If the insurance is continued in force, any loss or damage by fire or other casualty to the building before the closing of this contract shall not constitute ground for the rejection of the title to the property, unless the damage is greater then 10% of the Premises. In case of fire or other casualty, however, Seller upon the closing of the title to the property shall allow to Purchaser on account of the purchase price any amount received by him from the policies of fire insurance or other casualty or shall pay Purchaser such amount received from such policies of insurance. If at the time of

the closing of this agreement, payment for the loss has not been made by the insurance company or companies insuring the premises, Seller will reduce the purchase price by the amount of the insurance.

8.2 Condemnation. Seller agrees to give Purchaser prompt notice of any actual or threatened taking or condemnation of all or any portion of the Land or Improvements of which Seller has actual knowledge. If, prior to the Closing Date, any portion of the Property with an aggregate value of less than **$10,000.00** shall be condemned or taken by eminent domain by any authority, then Seller shall deliver the Property in its then existing condition without abatement of the Purchase Price, in which event Purchaser shall be entitled to the eminent domain award paid or payable as a result of such loss. Notwithstanding the foregoing, if, prior to the Closing, there shall occur a taking, condemnation or sale in lieu thereof, of any portion of the Property with an aggregate value in excess of **$10,000.00**, or the institution of the proceedings for same, then Purchaser, at Purchaser's option, may terminate this Agreement by delivering a Notice of Termination to Seller within fifteen (15) days after Seller's notice to Purchaser of such condemnation and have the Deposit returned to the Purchaser. If Purchaser does not so elect to terminate this Agreement, then the Closing shall take place as provided herein without abatement or reduction of the Purchase Price, and there shall be assigned to Purchaser at the Closing, all right, title and interest to Seller in and to any condemnation awards which may be payable to Seller on account of such occurrence. Nothing in this Section shall postpone the Closing Date, except as may be required in order to determine such aggregate value.

The provisions of this Section shall supersede any statutory provisions applicable to "risk of loss" for condemnation.

9. **Permitted Encumbrances.** The Premises shall be sold subject to the following, all of which shall be deemed "Permitted Encumbrances":

9.1 Zoning. Zoning regulations and ordinances (and any variances there from) of the jurisdiction in which the Property is located or any agency or other authority having jurisdiction over the Property or any part thereof to the best of Seller's knowledge, Seller acknowledges that same are not violated by the existing structures or present use thereof.

9.2 Access Roads. Curb cuts and access roads to and from abutting streets in existence at the Closing Date, as such curb cuts and access roads actually exist as

of the date hereof subject to compliance with the Building and Zoning Departments.

9.3 Title Commitment Exceptions. Standard printed exceptions set forth in the Title Commitment and such other exceptions as Purchaser is willing to accept.

9.4 Survey. Any state of facts shown on the Survey, subject to the terms of Section 5 hereof, provided such facts do not render title unmarketable and/or uninsurable.

9.5 Real Estate Taxes. Current real estate taxes, water charges and sewer rents, subject to apportionment as hereinafter provided.

9.6 Tenant Leases. N/A

9.7 Fixture Financing. Security agreements and financing statements, if any, filed against or with respect to any articles or fixtures owned or installed by or for any tenant, provided same is satisfied with proof given to the Purchaser at the time of Closing.

9.8 Mortgages, Liens, and Other Encumbrances. The existence of mortgages, liens or encumbrances other than those expressly set forth in this Agreement shall not be objections to title, provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to Purchaser on the Closing Date together with recording and/or filing fees, and such mortgages, liens, or encumbrances may be paid for out of the Purchase Price, and provided that such mortgages, liens, or encumbrances are omitted as exceptions on Purchasers title insurance policy. Unpaid liens or taxes, water charges, and assessments shall not be objections to title, but shall be subject to the provisions for apportionment set forth in Section 11 hereof. If Seller requires the use of any portion of the Purchase Price for such purposes, Seller shall notify Purchaser at or prior to Closing.

9.9 Service Contracts. Assignable Service Contracts affecting the Property which have been approved by the Purchaser in writing.

10. Leases. Intentionally Omitted

11. **Apportionments.** The following items shall be apportioned on the Closing Date as of the close of business on the day prior to the Closing Date (the "Adjustment Date") and based upon a 360 day year or a 30 day month:

11.1 Rent Intentionally Omitted

11.2 Real Estate and Personal Property Taxes. Taxes and assessments, on the basis of the fiscal year for which assessed, except that if the Closing Date shall occur before the tax rate is fixed, then the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation and when the tax rate is fixed there shall be a re-computation and any additional payment or refund shall be made accordingly. The provisions of this paragraph shall survive the Closing. Purchaser shall take title to the Property subject to the existence of any assessment or assessments whether or not payable in annual installments and whether or not the first installment is then a charge or lien or has been paid. Any installment assessment shall be subject to apportionment as herein provided.

11.3 Water Charges. Water charges on the basis of the calendar year in which the Closing shall occur, or, if there are water meters on the Property, then Seller shall furnish a reading as of a date not more than 30 days prior to the Closing Date to the extent the same is obtainable. The unfixed meter charges and unfixed sewer rent, if any, based thereon for the intervening period shall be apportioned on the basis of such last reading, and, upon the taking of a subsequent actual reading, the apportionment will be readjusted and Seller or Purchaser, as the case may be, will promptly deliver to the other the amount determined to be so due upon the readjustment. If Seller is unable to furnish the prior reading, any reading subsequent to the Closing Date will be apportioned on a per diem basis from the date of such reading and the reading immediately prior thereto and the Seller shall pay the proportionate charge due up to the Closing Date. Unpaid water meter bills which are the obligations of tenants in possession in accordance with the terms of leases shall not be deemed an objection to title and Purchaser will take title subject thereto. The amounts owing by tenant will be assigned by Seller to Purchaser. The provisions of this paragraph shall survive the Closing.

11.4 Utility Charges. Seller will cause all the utility meters to be read to

and including the Adjustment Date and will be responsible therefor. Seller shall be entitled to the refund of any existing utility security deposits. The provisions of this paragraph shall survive the Closing.

11.5 Security Deposits. Intentionally Omitted

11.6 Contracts. Intentionally Omitted

11.7 Other Expenses. All other income and expenses reasonably capable and, subject to the provisions of this Agreement, properly the subject of, adjustment in connection with the ownership, operation and management of the Property of whatsoever nature.

11.8 Intentionally Omitted

11.9 Post-Closing Adjustments. Any matter specified in this Section 11 that cannot reasonably be determined and apportioned between Seller and Purchaser on the Closing Date shall be specified by Purchaser and Seller in writing at Closing, and shall be subject to final settlement at such time as such matter is finally determined but in no event later than 60 days following the end of the fiscal year for the Property in effect at the Closing Date. Such apportionments shall be effective as of the Closing Date. The provisions of this paragraph shall survive the Closing.

12. **Violations**.

12.1 All notes or notices of violation of law, or municipal ordinances, orders or requirements noted in or issued by the Departments of Housing and Buildings, Fire, Labor, Health or other State or Municipal Departments having jurisdiction against or affecting the Property **as of the date closing** shall be complied with by Seller on or before the Closing Date, or within a reasonable time thereafter. If the cost of curing such violations shall exceed **$1,500.00** Seller shall have no obligation to cure any such violation(s).

12.2 Violations of any county, city, state or federal department which Seller is required to remove hereunder shall not be an objection to title if they can be removed simply by the payment of a fixed penalty and Seller shall not be required to remove, provided Seller gives Purchaser, a credit

in an amount equal to 125% of said fixed penalty.

12.3 In the event the aggregate cost of removal of any violations which Seller may be required to remove hereunder shall exceed the sum of **$1,500.00** then Seller shall have the following options:

a) to remove the same in accordance with the provisions of this Agreement, or

b) to refuse to remove the same, which decision Seller shall make within **three (3)** days after receipt of notice of violations. In the event Seller refuses to remove the same, then Purchaser shall have the following options: (x) take title subject to such violations in which event Purchaser shall receive an allowance up to **$1,500.00**, in reduction of the purchase price, or (y) cancel this Agreement, and in the latter event, upon repayment of the Deposit, this Agreement shall be null and void and each of the parties hereto shall be fully released from any further liability.

12.4 In the event certain searches for notices of violation cannot be made without Seller's authorization, Seller shall, upon written request given within ten (10) days of the date of this Agreement, furnish Purchaser with an authorization to make any searches for notices of violation.

13. **Conveyance Instruments.** At the Closing, the Property shall be conveyed and assigned to Purchaser as follows.

13.1 Seller's Documents. Seller shall execute and deliver the following documents to Purchaser:

13.1.1. **Bargain and Sale Deed with Covenants Against Grantor's Acts,** subject only to Permitted Encumbrances.

13.1.2 Intentionally Omitted

13.1.3 Intentionally Omitted

13.1.4 Affidavit that Seller is not a "foreign person" within the meaning of the Foreign Investors Real Property Tax Act of 1980, as amended ("FIRPTA").

13.1.5 Intentionally Omitted

13.1.6 All required real property transfer tax returns. All transfer taxes shall be paid by the party primarily required by law to pay such taxes. This provision shall survive Closing.

13.1.7 Such affidavits; evidence of authority; releases of liens; or other instruments, all in a form satisfactory to Seller, as the Title Company may reasonably request to issue a title policy satisfactory to Purchaser in accordance with Section 5.

13.1.8 Such other instruments as may be reasonably required to consummate the transactions contemplated by this Agreement.

13.1.9 Possession of the Property in its current condition, except as otherwise provided, subject only to possessory rights of tenants under Leases and Permitted Encumbrances, with all keys; and Seller shall also deliver original signed instruments of all Leases or certified copies of the original Leases that are unavailable, Service Contracts, permits, licenses, sepias, drawings, plans and specifications (to the extent in the possession or control of Seller).

13.1.10 Intentionally Omitted

13.2 Disclaimers and Limitations. CONSISTENT WITH THE TERMS AND PROVISIONS SET FORTH IN THIE WITHIN CONTRACT OF SALEPURCHASER EXPRESSLY UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT THE CONVEYANCE OF THE PROPERTY SHALL BE MADE BY SELLER TO PURCHASER ON AN "AS IS, WHERE IS" BASIS AND WITH ALL FAULTS, AND PURCHASER ACKNOWLEDGES THAT PURCHASER HAS AGREED TO BUY THE PROPERTY IN ITS PRESENT CONDITION (SUBJECT TO PURCHASER'S RIGHT OF INSPECTION AND REVIEW AS PROVIDED HEREIN) AND THAT PURCHASER IS RELYING SOLELY ON ITS OWN EXAMINATION AND

INSPECTIONS OF THE PROPERTY AND NOT ON ANY STATEMENTS OR REPRESENTATIONS MADE BY SELLER OR ANY AGENTS OR REPRESENTATIVES OF SELLER, EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN. ADDITIONALLY, PURCHASER HEREBY ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE SPECIFIED HEREIN, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR ANY PORTION THEREOF, OR WITH RESPECT TO THE ECONOMICAL, FUNCTIONAL, ENVIRONMENTAL OR PHYSICAL CONDITION, OR ANY OTHER ASPECT, OF THE PROPERTY. SELLER HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING: (i) THE NATURE AND CONDITION OF THE PROPERTY OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO ITS WATER, SOIL, OR GEOLOGY, OR THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY ELECT TO CONDUCT THEREON, OR ANY IMPROVEMENTS PURCHASER MAY ELECT TO CONSTRUCT THEREON, OR ANY INCOME TO BE DERIVED THEREFROM, OR ANY EXPENSES TO BE INCURRED WITH RESPECT THERETO, OR ANY OBLIGATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE SAME; (ii) THE ABSENCE OF ASBESTOS OR ANY ENVIRONMENTALLY HAZARDOUS SUBSTANCES ON, IN OR UNDER THE PROPERTY OR ON, IN OR UNDER ANY PROPERTY ADJACENT TO OR ABUTTING THE PROPERTY; (iii) THE MANNER OF CONSTRUCTION OR CONDITION OR STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS; AND (iv) THE COMPLIANCE OF THE PROPERTY OR THE OPERATION OF THE PROPERTY OR ANY PORTION THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY; AND (v) THE NATURE OR EXTENT OF ANY EASEMENT, RESTRICTIVE COVENANT, RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE,

RESERVATION, CONDITION OR OTHER SIMILAR MATTER PERTAINING TO THE PROPERTY, OR PORTION THEREOF.

13.3 Purchaser's Documents. At the Closing, Purchaser shall execute and deliver the following:

13.3.1 Intentionally Omitted;

13.3.2 Intentionally Omitted

13.3.3 such other documents as counsel for Seller may reasonably request in order to carry out the provisions of this Agreement;

13.3.4 the balance of Purchase Price, as adjusted in accordance with the terms hereof; and

13.3.5 all required real property transfer tax returns.

13.4 Authorizations.

13.4.1 If Purchaser is a corporation or limited liability company, then, on the Closing Date, Purchaser shall deliver to Seller the following:

(i) proof that Purchaser is a duly and validly organized and presently existing corporation or limited liability company, as the case may be, in good standing under the laws of the state of its incorporation and is qualified to do business in the state in which the Property is located.

(ii) unanimous written consent of the shareholders or members of Purchaser to the transactions herein contemplated; and

(iii) Directors' or Members' Certificates or Resolutions evidencing the due authorization of the transactions herein contemplated;

13.4.2 If Purchaser is a general or limited partnership, then, on the Closing Date, Purchaser shall deliver to Seller evidence that:

(i) Purchaser is a duly organized and validly and presently existing general or limited partnership, as the case may be, in good standing under the laws of the State of and is qualified to do business in the State in which the Premises is located;

(ii) Purchaser is authorized to consummate the transactions contemplated by this Agreement; and the person(s) signing on behalf of Purchaser is/are [a] general partner(s) of Purchaser with full power and authority to bind Purchaser.

13.4.3 If Purchaser is a general or limited partnership, Purchaser shall also deliver at the Closing a certified copy of Purchaser's partnership certificate and any and all amendments thereto.

14. **Warranties and Representations of Seller and Purchaser.**

14.1 Representations of Seller. Seller represents to Purchaser the following:

14.1.1 Seller is the sole owner of the Property in fee simple subject to the Permitted Encumbrances and has all requisite power and authority to enter into this Agreement and consummate the transactions herein contemplated and all necessary and proper action, approvals and authorizations have been taken or given to authorize the execution and delivery of this Agreement and the performance of the obligations hereunder by Seller. This Agreement shall be enforceable in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, moratorium and similar laws affecting the rights and remedies of creditors generally.

14.1.2 There is no pending litigation, or to the Seller's knowledge threatened, brought by or against Seller affecting the Property or the operation of the Property or the ability of Seller to consummate this transaction (including without limitation any bankruptcy proceedings of existing tenants) or any litigation by any tenant challenging the terms of such tenant's lease . If Seller is served with process or receives notice that litigation may be commenced against it, Seller shall promptly notify Purchaser.

14.1.3 No tenant has a right of first refusal or an option to purchase the Premises, except as may be contained in the leases which have been provided to Purchaser.

14.1.4 To the best of Seller's knowledge, the Property has not been cited for violation of any environmental law and no claim of such violation has been made.

14.1.5 To the best of Seller's knowledge, no tenant lease is subject to rent stabilization or rent control.

14.1.6 To the best of Seller's knowledge, there are no residential tenancies whether authorized or otherwise.

14.2 Purchaser. Purchaser hereby represents and warrants to Seller that, as of the date hereof:

14.2.1 Purchaser has all requisite power and authority to enter into this Agreement and consummate the transactions herein contemplated and all necessary and proper action, approvals and authorizations have been taken or given to authorize the execution and delivery of this Agreement and the performance of the obligations hereunder by Purchaser. This Agreement shall be enforceable against Purchaser in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, moratorium and similar laws affecting the rights and remedies of creditors generally.

14.2.2 Purchaser is a partnership or a limited liability company which is duly organized, validly existing, and in good standing in the State of New York or has qualified as a foreign corporation to do business, and is in good standing, in the State in which the Property is located.

14.2.3 Purchaser represents that it is not required to obtain any governmental or other regulatory consent, approval, or license necessary to the performance by Purchaser of its provisions of this Agreement.

14.2.4 To the best of Purchaser's knowledge, there are no suits pending or threatened which might result in a material adverse change in the condition of Purchaser or otherwise prevent P urchaser from closing this transaction.

15. **ENVIRONMENTAL DUE DILIGENCE .** ALL ENVIRONMENTAL DUE DILIGENCE PROVISIONS HAVE BEEN DELETED AS PURCHASER HAS WAIVED ANY AND ALL RIGHTS IT MAY HAVE TO CONDUCT an environmental (Phase 1 and/or Phase 2) survey prior to the execution of this Contract. Accordingly, this contract is not subject to any contingencies for any environmental violations or conditions.

16. **Notices.** All notices and other communications required or desired to be given hereunder shall be in writing, shall be delivered personally with receipt acknowledged, or via prepaid overnight air courier or other independent messenger service or express mail, each with receipt acknowledged, or via prepaid registered or certified mail, return receipt requested, addressed to the party for whom intended at its address set forth on the first page of this Agreement, and shall be effective upon delivery or refusal thereof as indicated on the return receipt. A copy of all such notices and other communications to Purchaser shall be addressed to Purchaser at the address listed above with a copy to David Cohen, Esq., 400 Garden City Plaza, Garden City, NY 11530. Notices and other communications to Seller shall be addressed to the address listed above with a copy to William Miller, 24 East Park Avenue, Long Beach, NY 11561. Any party hereto may change its address for notices and other communications hereunder by notice to the other parties hereto in accordance herewith.

17. Intentionally Omitted

18. **Broker.** Purchaser represents and warrants to Seller that Purchaser has not dealt with any broker in connection with this transaction. Purchaser agrees to indemnify and hold harmless Seller from and against, including but not limited to, any claims, damages, judgments, penalties, fines, losses, costs, expenses or liability which may be incurred by Seller by reason of (a) the breach or falsity of the foregoing representation or any part thereof, and (b) any claim for brokerage or finder's commissions made by any broker who was acting on behalf of Purchaser who expressly or impliedly employed him as broker to bring about this

sale and who expressly or impliedly agreed to pay compensation to the broker for his services. The provisions of this Paragraph shall survive the Closing. Except as set forth above, Seller shall indemnify Purchaser from the claim of any broker claiming that he was acting on behalf of Seller. The provisions of this Paragraph shall survive the Closing.

19. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, personal representatives, executors, successors and assigns; provided, however, that no assignment hereof by Purchaser shall be valid without the prior written consent of Seller which may be withheld at Seller's sole discretion and without regard to any commercial standard.

20. **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the law of the State of New York without reference to conflict of law rules. The provisions of this Section shall survive the Closing or other termination of this Agreement.

21. **Amendment.** No amendment of this Agreement shall be effective unless in writing and signed by the parties hereto.

22. **Construction of Agreement.** This Agreement shall be construed and interpreted without reference to the principle that a contract is to be construed against the drafter thereof. It is acknowledged and agreed by the parties hereto that the provisions hereof have been drafted by both parties hereto through the course of negotiations.

23. **Agent Representations.** Seller is not liable or responsible for, or bound by brokers', agents', or other representatives' statements, set-ups, writing, or other representations to Purchaser or others, all of which, if any, are superseded by the provisions hereof.

24. **Merger; Entire Agreement.** It is understood and agreed that all undertakings and agreements previously had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement and that the same is entered into after full investigation, neither party relying upon any statement or representation, or warranty not embodied in this Agreement, made by the other. This Agreement and any Exhibits, Riders or Addenda attached hereto state the entire agreement between the parties and merges in this

Agreement all statements, representations, and covenants heretofore made, and any other agreements not incorporated herein are void and no force and effect.

25. **Press Releases**. Seller and Purchaser agree that no press releases concerning the transaction contemplated by this Agreement shall be made without the other's approval with respect to such press releases, subject, however to the provisions of Section 3.5 of this Agreement.

26. **No Recordation of Agreement.** Purchaser agrees that it will not at any time record this Agreement, or any memorandum, abstract or notice thereof. Anything herein to the contrary notwithstanding, if any instrument whatsoever recorded by Purchaser against the title to the Property or notice is given in contravention of this provision, such act shall conclusively and irrevocably be deemed to constitute an express waiver by Purchaser of any and all conditions to the obligation of Purchaser to complete this Agreement and the obligation of Purchaser to close this transaction shall thereupon become firm and unconditional. Further, Purchaser hereby irrevocably appoints Seller its true and lawful attorney-in-fact and agent (coupled with an interest) for the purposes of removing every such instrument from the title to the Property including the giving of any discharge or consent, the release of any filing or the assignment of any rights, pursuant to this Agreement; and this appointment shall survive the termination of this Agreement.

27. **Attorneys' and Other Fees.** Purchaser and Seller each shall pay its own attorneys', accountants', consultants, fees in connection with this Agreement and the Closing of the sale of the Property.

28. **Unenforceable Provisions.** In case any one or more of the covenants, agreements, terms or provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected, prejudiced or disturbed thereby.

29. **Counterparts.** This Contract of Sale and any Rider(s) thereto may be executed in counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one instrument. This Contract of Sale and any Rider(s) thereto and any counterpart original may be executed and transmitted by facsimile and/or e-mailed. The facsimile and/or e-mail signature shall be valid and acceptable for all purposes as

if it were an original.

30. **Waiver of Jury Trial**. The parties each hereby waive any right to trial by jury in any litigation arising out of this Agreement.

31. Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this contract.

32. Purchaser shall be given reasonable access to the premises by Seller upon prior reasonable notice between contract and closing for the purpose of taking measurements.

33. No fixtures or equipment included in this sale shall be removed from the Premises unless the same are replaced with similar items of at least equal quality prior to closing. Any such fixtures or equipment are included in this sale without representation or warranty of any nature or kind and without consideration therefore. Purchaser agrees to indemnify and hold Seller harmless from and against any and liability with respect to any sales taxes. This provision shall survive closing.

34. **Section 1031 Provision.** Seller reserves the right to include this transaction as part of an IRC, Section 1031 tax deferred exchange for the benefit of Seller, at no cost, expense or liability to Purchaser. Purchaser further agrees to execute any and all documents (subject to the reasonable approval of Purchaser's counsel) as are reasonably necessary in connection therewith, provided that the close of this transaction for the conveyance of Seller's property shall not be contingent upon or subject to the completion of such exchange. Purchaser understands and acknowledges that the Seller is participating in a tax deferred exchange program. Seller agrees to indemnify and hold Purchaser free and harmless from any cost, expense or liability resulting from Purchaser's participation in such exchange.

Pursuant to Treasury Regulation Section 1.1031(k)-1(g)4(v), Seller hereby notifies Purchaser that as part of Seller's 1031 exchange, Seller may assign the rights but not the obligations of this agreement to a qualified intermediary, who may effectuate the 1031 exchange on Seller's behalf. Purchaser hereby acknowledges receipt of notice of this assignment.

35. **Mortgage Contingency**. Purchasers position in this contract is conditioned upon Purchaser obtaining a loan in the amount of $400,000.00. Purchaser shall have 45 days from the date hereof to provide to Sellers attorney proof of said mortgage being secured. If said proof is not obtained within said 45 day period then either party may cancel this contract.

36. **Holdover**. Seller shall have the option to stay in possession of the premises for a period of 30 days post closing. The rent shall be equal to the Purchasers mortgage payment, taxes and interest for the days Seller stays in possession. Sellers attorney shall hold the sum of $5,000.00 in escrow to insure Seller vacates within said 30 days. If seller fails to vacate within said period then Sellers attorney shall pay the sum of $500.00 per day for each day Seller stay past said 30 day period. The condition of the premises on the day possession is tendered shall be the same as the day of closing, reasonable wear and tear excepted.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be duly executed as of the day and year first above written.

SELLER:

_____

Gabriel 68 East Merrick Road, LLC
By: Joseph Salemi, Member

PURCHASER:

_____

68 East Merrick Road Management, Corp.
By:

Exhibit A Description of Land

DESCRIPTION

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Freeport, Town of Hempstead, County of Nassau and State of New York and being more particularly designated and described as Lot 135, Block A, Section 62 on the Nassau County Land and Tax Map, excepting there from any portion of the premises taken by the County of Nassau for the widening of East Merrick Road; which said plot, according to a survey made by Baldwin & Cornelius Co., dated November 28, 1960, is described as follows:

BEGINNING at a point on the present southerly side of Merrick Road, also known as East Merrick Road, as widened, distant 38.41 feet westerly from the corner formed by the intersection of the aforesaid southerly side of East Merrick Road, as widened, with the westerly side of Gold Street;

RUNNING THENCE from said point of BEGINNING running south 06 degrees 55' west 97.29 feet;

RUNNING THENCE south 81 degrees 42' east a distance of 38.30 feet to the westerly side of Gold Street;

RUNNING THENCE south 06 degrees 55' west along the westerly side of Gold Street a distance of 35 feet;

RUNNING THENCE north 83 degrees 05' west 60 feet;

RUNNING THENCE north 06 degrees 55' east 128.47 feet to present southerly side of East Merrick Road, as widened;

RUNNING THENCE easterly along present southerly side of East Merrick Road, as widened, and along the arc of a curve bearing to the right having a radius of 1490.89 feet a distance along said arc of 21.75 feet to the point or place of BEGINNING.

Exhibit B Schedule of Tenant Leases

There are no Leases.

Exhibit C Schedule of Service Contracts

There are no service contracts related to the Premises.

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

Definitions:

As used in this Appendix EE the term **"Executive Director"** shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term **"Subcontract"** shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term **"Subcontractor"** shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

As used in this Appendix EE the term **"Best Efforts Checklist"** shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term **"County Contract"** shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term **"County Contractor"** means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE **"Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises"** shall include, but

is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid

documents.

Rule:

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(b) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(c) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(d) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(e) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(f) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(g) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

(h) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed

Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(i) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(j) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(k) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(l) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(m) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days

(30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Joseph Calvagno (Name)

[redacted] (Address)

[redacted] (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ (HAS) _____ (HAS NOT) not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____
_____
_____
_____
_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ (HAS) _____ (HAS NOT) been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____
_____
_____
_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

5/1/2026
Dated

Signature of Chief Executive Officer

JOSEPH CALVAGNO
Name of Chief Executive Officer

Sworn to before me this

1ST day of May, 2026.

Notary Public

CRAIG ROBERTS
Notary Public, State of New York
No. 4620421
Qualified in Nassau County
Commission Expires June 30, 2027

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Joseph Calvagno [ALLCOUNTYTOWS@AOL.COM]

Dated: 03/19/2026 12:06:42 pm

Vendor: All County Hookup Towing

Title: president

Rev. 3-2016

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 07/30/2025

1) Proposer's Legal Name: All County Hook-Up Towing

2) Address of Place of Business: [redacted]

City: Freeport State/Province/ Territory: NY Zip/Postal Code: 11520

Country: US

Address: [redacted]

City: Island Park State/Province/ Territory: NY Zip/Postal Code: 11558

Country:

Start Date: 03/01/2001 End Date:

[redacted]

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Both If other, please provide details:

4) Dun and Bradstreet number: none

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [X] NO [ ] If yes, please provide details:

Share office space with Ogden Brothers Collision Inc. d/b/a/ All County Auto Body

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

Joseph Calvagno is 100% owner of Ogden Brothers Collision
Joseph Calvagno is 100% owner of White Tail Farms
Joseph Calvagno is 100% owner of Car Kraft Autobody
Joseph Calvagno is 100% owner of All County Towing & Autobody
Joseph Calvagno is 100% owner of Bayview Real Estate Management
Joseph Calvagno is only affiliated with these companies through common ownership

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

Report the problem to the County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

I would report the conflict to the County.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

09/27/2005

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Joseph Calvagno
[redacted]

iii) Name, address and position of all officers and directors of the company. If none, explain.

Joseph Calvagno
[redacted]ue
Bellmore, NY 11710

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

24

vi) Annual revenue of firm;

638038

vii) Summary of relevant accomplishments

Various towing accomplishments throughout the years

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

15

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Certifications from Wreckmaster in towing proficiency

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Smithtown Nissan		
Contact Person	Don		
Address	535 Middle Country Road		
City	St. James	State/Province/Territory	NY
Country	US		
Telephone	(631) 361-9560		
Fax #			
E-Mail Address	don@smithtownnissan.com		

Company	Rallye Acura		
Contact Person	Gene		
Address	1750 Northern Boulevard		
City	Roslyn	State/Province/Territory	NY
Country	US		
Telephone	(516) 361-9560		
Fax #			
E-Mail Address	gene@rallyeacura.com		

Company	Legend Auto Group		
Contact Person	Whitey		
Address	158 Merrick Road		
City	Amityville	State/Province/Territory	NY
Country	US		
Telephone	(631) 691-7706		
Fax #			
E-Mail Address	whitey@legendauto.com		

I, Joseph Calvagno , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joseph Calvagno , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: All County Hookup Towing Inc.

Electronically signed and certified at the date and time indicated by:
Joseph Calvagno ALLCOUNTYTOWS@AOL.COM

president
Title

07/30/2026 10:10:06 am
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Joseph Calvagno
   Date of birth: [redacted]
   Home address: [redacted]

   City: [redacted] State/Province/ Territory: NY Zip/Postal Code: 11710
   Country: US

   Business Address: [redacted]

   City: Freeport State/Province/ Territory: NY Zip/Postal Code: 11520
   Country US
   Telephone: 5163789486

   Other present address(es):

   City: Freeport State/Province/ Territory: NY Zip/Postal Code: 11520
   Country: US
   Telephone: 5163789486

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	09/27/2005	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.

   100%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Ogden Brothers Collision
All County Towing & Autobody
Bayview Real Estate Management
Car Kraft Autobody
White Tail Farms

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

Towing contracts with New York State through Ogden Brothers Collision, Inc.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Joseph Calvagno , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joseph Calvagno , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

All County Hookup Towing

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Joseph Calvagno ALLCOUNTYTOWS@AOL.COM

president

Title

07/30/2026 09:41:10 am

Date

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
ALL COUNTY HOOK UP TOWING INC
66 EAST MERRICK ROAD
FREEPORT, NY 11520

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
516-452-9505

1c. Federal Employer Identification Number of Insured or Social Security Number
7[redacted]2

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Nassau County
1 West Street
Mineola, NY 11501

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
[redacted]

3c. Policy effective period
07/10/2026 to 07/09/2027

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 7/16/2026 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Wade Harrison, President

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/16/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Certificates of Insurance	
ASZ International, Inc. PO Box 21 White Plains NY 10605	PHONE (A/C, No, Ext): (800) 694-0279	FAX (A/C, No): (800) 926-9279
	E-MAIL ADDRESS: coi@aszinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ERIE INS CO	26263
INSURED All County Hook-Up Towing, Inc. dba All County Towing and Recovery 66-70 E MERRICK RD FREEPORT NY 11520-4036	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			[redacted]9	12/08/2025	12/08/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [blank]	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Comp ☒ Collision	Y	Y	Q[redacted]	12/08/2025	12/08/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Collision Ded:	$ 1,000,000 $ $ $ $ $5,000 - ACV
A	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			[redacted]	12/08/2025	12/08/2026	EACH OCCURRENCE AGGREGATE [blank]	$ 3,000,000 $ 3,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Motor Truck Cargo Garage Keepers / On-Hook			[redacted]	12/08/2025	12/08/2026	Limit: Limit: Deductible:	$250,000 ALS $500/$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policies shown are subject to terms, conditions, exclusions, sub-limits, and deductibles not listed on this certificate. We recommend that requests for policy copies be directed to the Named Insured shown above.

"Nassau County as additional insured"

CERTIFICATE HOLDER

Nassau County
One West Street
Mineola NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Christopher Zettl

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COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: All County Hook-Up Towing

Address: [redacted]

City: Freeport State/Province/Territory: NY Zip/Postal Code: 11520

Country: US

2. Entity's Vendor Identification Number: 7[redacted]

3. Type of Business: Closely Held Corp (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: Joseph Calvagno.docx

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Joseph Calvagno
[redacted]
100% owner

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Joseph Calvagno is 100% owner of Ogden Brothers Collision
Joseph Calvagno is 100% owner of White Tail Farms
Joseph Calvagno is 100% owner of Car Kraft Autobody
Joseph Calvagno is 100% owner of All County Towing & Autobody
Joseph Calvagno is 100% owner of Bayview Real Estate Management
Joseph Calvagno is only affiliated with these companies through common ownership

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

70 E Merrick Road

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Joseph Calvagno [ALLCOUNTYTOWS@AOL.COM]

Dated: 07/30/2026 10:13:07 am

Title: president

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^^^^^^ 743067002
ALL COUNTY HOOKUP TOWING INC DBA
ALL COUNTY TOWING AND RECOVERY
70 E MERRICK ROAD
FREEPORT NY 11520

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
ALL COUNTY HOOKUP TOWING INC DBA ALL COUNTY TOWING AND RECOVERY 70 E MERRICK ROAD FREEPORT NY 11520	NASSAU COUNTY ONE WEST STREET MINEOLA NY 11501

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
[redacted]	[redacted]	05/01/2026 TO 05/01/2027	3/19/2026

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2099 807-6, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 522090970

U-26.3

Certified: --

E-116-26

NIFS ID: CLPW26000016

Capital: **X**

Contract ID #: **CFPW21000002**

NIFS Entry Date: **08/20/2026**

DPW Contract Number: **S37850-04B**

Department: Public Works

Service: **Construction Management On-Call services - S37850-04B Amendment No.2**

Term: **The current term runs through July 31, 2027, per Extension of Time Memo dated August 22, 2025. This amendment extends the term one year so that the termination date of the Agreement shall be July 31, 2028.**

Contract Delayed:

Slip Type: **Amendment**		
CRP:		
Time Extension:		
Addl. Funds: **X**		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**Yes**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **DE BRUIN ENGINEERING PC**	ID#:**205248986**
Main Address: **1400 OLD COUNTRY ROADWESTBURY, NY 11590** Contract Specific Address: **For Remittance: 1400 Old Country Road, Suite 106 Westbury, NY 11590**	
Main Contact: **Caroline Ciampa**	
Main Phone:	

Department:
Contact Name: **Karen Fay**
Address: **NCDPW** **3340 Merrick Road** **Building R, 3rd Floor** **Wantagh, NY 11793**
Phone: **(516) 571-7523**
Email: **tdiamantis@nassaucountyny.gov,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,lcaruso@nassaucountyny.gov**

Contract Summary

Purpose: Amendment No. 2 to Personal Services Agreement S37850-04B with de Bruin Engineering, P.C., is requesting an increase of $1,150,550.00 to provide continued On-Call Construction Management services for the ongoing Engine Generator Overhaul project at the Cedar Creek Water Pollution Control Plant. As de Bruin's current work on this project is forecasted to

exceed the existing cost ceiling of $2,000,000.00.

Procurement History: An RFP was issued on 05/18/2020 in NYSCR, Newsday & eProcure. On 06/12/2020 thirteen (13) proposals were submitted for consideration, de Bruin Engineering, P.C. was one of the eight (8) firms selected as the best value for the County by Technical Review Committee. The original agreement was established with a cost ceiling of $1,000,000.00. Amendment No. 1 dated June 2022 increased the cost ceiling to $2,000,000.00. The agreement's term was subsequently extended by two years via Extension of Time Memo dated August 22, 2025, establishing a new expiration date of July 31, 2027. Amendment No. 2 is requesting to increase the cost ceiling by $1,150,550.00, for a new contract cost ceiling of $3,150,550.00.

Description of General Provisions: The original agreement's term was extended by two years via Extension of Time Memo dated August 22, 2025, establishing a new expiration date of July 31, 2027.

Impact on Funding / Price Analysis: Amendment No. 2 increases the contract's cost ceiling from $2,000,000.00 to $3,150,550.00, an increase of $1,150,550.00. The initial encumbrance of $596,413.30 is available from Capital project 3C067.

Change in Contract from Prior Procurement: Amendment No. 1 increased the cost ceiling to $2,000,000.00. The agreement's term was subsequently extended by two years via Extension of Time Memo dated August 22, 2025, establishing a new expiration date of July 31, 2027. Amendment No. 2 is requesting to increase the cost ceiling by $1,150,550.00, for a new contract cost ceiling of $3,150,550.00. This amendment also extends the term one year so that the termination date of the Agreement shall be July 31, 2028.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 05/03/2021

Original procurement method: Request for proposal

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CSW			00	PWCSWCSW	00003	PWCSWCSW 00003 3C067 020	10	$596,413.30
						TOTAL		**$596,413.30**

Additional Info	
Blanket Encumbrance	
Transaction	109
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$596,413.30
Other	$0.00
Total	**$596,413.30**

Routing Slip

Department			
NIFS Entry	Loretta Dionisio	08/26/2026 03:17PM	Approved
NIFS Final Approval	Loretta Dionisio	08/26/2026 03:18PM	Approved
Final Approval	Loretta Dionisio	08/26/2026 03:18PM	Approved
DPW			
Capital Fund Approval	Loretta Dionisio	08/26/2026 03:18PM	Approved
Final Approval	Loretta Dionisio	08/26/2026 03:18PM	Approved
County Attorney			
RE & Insurance Verification	Shannon Molloy	08/26/2026 04:28PM	Approved
Approval as to Form	Julie Silverstein	08/26/2026 05:37PM	Approved
NIFS Approval	Mary Nori	09/03/2026 05:18PM	Approved
Final Approval	Mary Nori	09/04/2026 05:08PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	08/27/2026 03:06PM	Approved
NIFA Approval	Christopher Nolan	09/02/2026 11:03AM	Approved
Final Approval	Christopher Nolan	09/02/2026 11:03AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	09/04/2026 10:37AM	Approved
DCE Compliance Approval	Robert Cleary	09/08/2026 11:45AM	Approved
Vertical DCE Approval	Arthur Walsh	09/08/2026 01:32PM	Approved
Final Approval	Arthur Walsh	09/08/2026 01:32PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	09/08/2026 01:54PM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND DE BRUIN ENGINEERING PC.

WHEREAS, the County negotiated a personal services agreement with de Bruin Engineering, P.C. to provide construction management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment with de Bruin Engineering, P.C.

AMENDMENT NO. 2

THIS AMENDMENT No. 2 (this "Amendment"), dated as of the date this Amendment is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590-2723 (the "Department"), and (ii) de Bruin Engineering, P.C., having an office at 1400 Old Country Road, Westbury, New York 11590 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number S37850-04B between the County and the Firm, executed on behalf of the County on May 3, 2021 (the "Original Agreement"), the Firm performs Environmental Facilities Construction Management On-Call Services for the County in connection with construction, which services are more fully described in Exhibit "A" of the Original Agreement ("Services"); and

WHEREAS, the maximum Amount of Consideration that the County agreed to reimburse the Firm for professional services under the Original Agreement, as full compensation for the Services, was One Million Dollars ($1,000,000.00); and

WHEREAS, the Original Agreement was previously amended via Amendment No. 1, dated June 2022 ("Amendment No. 1"), which increased the Amount of Consideration to Two Million Dollars ($2,000,000.00) to bring the Agreement in line with other on-call construction management agreements then in place; and

WHEREAS, pursuant to an Extension of Time Memo dated August 22, 2025, the Department extended the Term of the Agreement for two (2) additional years on the same terms, conditions and covenants as during the initial term, establishing a new expiration date of July 31, 2027; and

WHEREAS, the County and the Firm desire to further amend the Original Agreement to reflect the agreement of the parties with respect to the matters addressed in this Amendment.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in the Amendment, the parties agree as follows:

Amended Amount of Consideration. The Amount of Consideration in the Agreement shall be increased by One Million One Hundred Fifty Thousand Five Hundred Fifty Dollars ($1,150,550.00), such that the maximum amount to be paid to the Firm for the Firm's Services, including any Extra Services that may be so authorized, shall not exceed Three Million One Hundred Fifty Thousand Five Hundred Fifty Dollars ($3,150,550.00).

Amended Term. The term shall be extended for one (1) year, so that the termination date of the Agreement as amended by this Amendment shall be July 31, 2028 (the "Amended Expiration Date"). Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Amended Agreement for a period of up to one (1) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Amended Agreement so extended shall be on the same terms, conditions, and covenants as during the initial term, except that the Expiration Date shall be modified in accordance with the extension.

1. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties to the Agreement.

2. Compliance with Law.

(a) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(b) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(c) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgments for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

DE BRUIN ENGINEERING, P.C.

By: _____

Name: Robert W. de Bruin

Title: President

Date: August 19, 2026

COUNTY OF NASSAU

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 19th day of August in the year 2026 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the President of de Bruin Engineering, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC _____

CAROLINE CIAMPA
Notary Public, State of New York
No. 01CI6185662
Qualified in Nassau County
Commission Expires 04/21/2028

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: DE BRUIN ENGINEERING PC

2. Amount requiring NIFA approval: $1,150,550.00

Amount to be encumbered: $596,413.30

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to The current term runs through July 31, 2027, per Extension of Time Memo dated August 22, 2025. This amendment extends the term one year so that the termination date of the Agreement shall be July 31, 2028.

Has work or services on this contract commenced? Yes

If yes, please explain: Amendment No. 2 to Personal Services Agreement S37850-04B with de Bruin Engineering, P.C., is requesting

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)
Capital Improvement Fund (CAP)	X	Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	Yes
Has the County Legislature approved the borrowing?	Yes
Has NIFA approved the borrowing for this contract?	No

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Amendment No. 2 to Personal Services Agreement S37850-04B with de Bruin Engineering, P.C., is requesting an increase of $1,150,550.00 to provide continued On-Call Construction Management services for the ongoing Engine Generator Overhaul project at the Cedar Creek Water Pollution Control Plant. As de Bruin's current work on this project is forecasted to exceed the existing cost ceiling of $2,000,000.00.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN 09/02/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Caroline Ciampa state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Robert de Bruin

Vendor's Address: 1400 Old Country Road, Suite 106 Westbury NY US 11050

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 07/13/2026 09:23:56 am

Lobbyist Registration and Disclosure Form: 07/13/2026 09:27:39 am

Business History Form certified: 06/30/2026 12:28:42 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 07/13/2026 09:30:16 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Robert de Bruin [RDEBRUIN@DEBRUINENGINEERING.COM]
Date Certified	06/30/2026 12:16:19 pm

I, Caroline Ciampa hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Caroline Ciampa CCIAMPA@DEBRUINENGINEERING.COM

Name

Office Manager

Title

de Bruin Engineering, PC

Name of Submitting Entity

07/13/2026 09:33:24 am

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 06/30/2026

1) Proposer's Legal Name: de Bruin Engineering, P.C.

2) Address of Place of Business: 1400 Old Country Road, Suite 106

City: Westbury State/Province/ Territory: NY Zip/Postal Code: 11590

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Other (Describe) S Corp.

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

'NO CONFLICT EXISTS'

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

'NO CONFLICT EXISTS'

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

'NO CONFLICT EXISTS'

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Only hire ex-county employees under NC ethical guidelines.
Do not enter into business relationships with construction contractors who we have a role in supervising.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

06/29/2006

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Robert W. de Bruin - President
[redacted]

iii) Name, address and position of all officers and directors of the company. If none, explain.

Robert W. de Bruin - President
[redacted]

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

19

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Have provided civl engineering and construction management services for Nassau County since 2006

viii) Copies of all state and local licenses and permits.

2 File(s) uploaded: C of A 2027.pdf, RWD License 2027.pdf

B. Indicate number of years in business.

20

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

We have performed similar service for Nassau County for the past 20 years

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Suffolk County Department of Public Works		
Contact Person	Janice McGovern		
Address	335 Yaphank Avenue		
City	Yaphank	State/Province/Territory	NY
Country	US		
Telephone	(631) 852-4188		

Fax #			
E-Mail Address	janice.mcgovern@suffolkcountyny.gov		

Company	Town of Hempstead		
Contact Person	Brian Kunzig		
Address	350 Front Street		
City	Hempstead	State/Province/Territory	NY
Country	US		
Telephone	(516) 812-3484		
Fax #			
E-Mail Address	bkunzig@tohmail.org		

Company	Town of Oyster Bay		
Contact Person	Richard Lenz		
Address	150 Miller Place		
City	Syosset	State/Province/Territory	NY
Country	US		
Telephone	(516) 677-5125		
Fax #			
E-Mail Address	rlenz@oysterbay-ny.gov		

I, Robert W. de Bruin , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Robert W. de Bruin , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: de Bruin Engineering P.C.

Electronically signed and certified at the date and time indicated by:
Robert W. de Bruin RDEBRUIN@DEBRUINENGINEERING.COM

President
Title

06/30/2026
Date

The University of the State of New York
Education Department
Office of the Professions

REGISTRATION CERTIFICATE

Do not accept a copy of this certificate

License Number: [redacted]

Certificate Number: [redacted]

DE BRUIN ROBERT W
1400 OLD COUNTRY ROAD
SUITE 106
WESTBURY NY 11590-0000

is registered to practice in New York State through 01/31/2027 as a(n)
PROFESSIONAL ENGINEER

LICENSEE/REGISTRANT

COMMISSIONER OF EDUCA

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES

DE BRUIN ENGINEERING PC
1400 OLD COUNTRY ROAD
SUITE 106
WESTBURY, NY 11590-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 09/01/2024 TO 08/31/2027.

THE UNIVERSITY OF THE STATE OF NEW YORK
THE STATE EDUCATION DEPARTMENT
EXCELSIOR
1784

BETTY ROSA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0022268

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [X] NO [ ] If yes, to what campaign committee?

[redacted]

Electronically signed and certified at the date and time indicated by:
Caroline Ciampa [CCIAMPA@DEBRUINENGINEERING.COM]

Dated: 07/13/2026 09:23:56 am

Vendor: de Bruin Engineering, P.C.

Title: Office Manager

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Robert W. de Bruin
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 1400 Old Country Road, Suite 106
   City: WESTBURY State/Province/ Territory: NY Zip/Postal Code: 11590
   Country US
   Telephone: (516) 513-1313

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	06/29/2006	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   [redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Landmark on Main Street HDFC - President

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Robert de Bruin , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Robert de Bruin , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

de Bruin Engineering, PC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Robert de Bruin RDEBRUIN@DEBRUINENGINEERING.COM

President

Title

06/30/2026 12:16:19 pm

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: de Bruin Engineering, P.C.

Address: 1400 Old Country Road, Suite 106

City: Westbury State/Province/Territory: NY Zip/Postal Code: 11590

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Other (specify) S Corp.

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

First Name Robert
Last Name de Bruin
MI W Suffix
Address [redacted]
City [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country US
Position President

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

First Name Robert
Last Name de Bruin
MI W Suffix
Address [redacted]
City [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country US

Position President

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter “None”). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter “None.” The term “lobbyist” means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Caroline Ciampa [CCIAMPA@DEBRUINENGINEERING.COM]

Dated: 07/13/2026 09:30:16 am

Title: Office Manager

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/31/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Risk Strategies Company
New York Office
PO Box 818078
Cleveland, OH 44181

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): (212) 867-3550 **FAX (A/C, No):**
E-MAIL ADDRESS: certificates2@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Co of America	25666
INSURER B : Travelers Indemnity Company	25658
INSURER C : Great American Insurance Company	16691
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
de Bruin Engineering, P.C.
1400 Old Country Road, Suite 106
Westbury NY 11590

COVERAGES **CERTIFICATE NUMBER:** [redacted] **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ **COMMERCIAL GENERAL LIABILITY** ☐ ☐ CLAIMS-MADE ☑ OCCUR ✓ Valuable Papers: $100,000 ✓ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER:	✓		[redacted]	12/3/2025	12/3/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☑ HIRED AUTOS ONLY ☑ NON-OWNED AUTOS ONLY			[redacted]	12/3/2025	12/3/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ Included in $ General Liability $ $
B	✓ **UMBRELLA LIAB** ✓ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 10,000			[redacted]	12/3/2025	12/3/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Professional Liability Includes Pollution			[redacted]	1/31/2026	1/31/2027	Per Claim $3,000,000 Aggregate $4,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Nassau County Dept. of Public Works is included as additional insured on a primary and non-contributory basis with respects to General Liability where required by written contract/agreement.

Re: Cedar Creek WPCP Generator Overhaul – (S37850-04B, Task Order 12)

CERTIFICATE HOLDER

Nassau County Department of Public Works
1194 Prospect Avenue
Westbury NY 11590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
RSC Insurance Brokerage

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ZKY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AON RISK SERVICES SOUTH INC 3550 LENOX ROAD NORTHEAST SUITE 1700 ATLANTA GA 30326	**CONTACT NAME:** Aon Risk Services, Inc of Florida **PHONE (A/C, No, Ext):** 833-506-1544 **FAX (A/C, No):** **EMAIL ADDRESS:** work.comp@trinet.com
INSURED TriNet Group, Inc. L/C/F de Bruin Engineering, P.C. 1 Park Place, Suite 600 Dublin, CA 94568-7983	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Indemnity Insurance Company of North America — 43575 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 16024304 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEC ☐ RETENTION $							
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		[redacted]	07/01/2026	07/01/2027	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation coverage is limited to worksite employees of de Bruin Engineering, P.C. through a co-employment agreement with TriNet HR III, Inc.
Project: re: Cedar Creek WPCP Generator Overhaul – (S37850-04B, Task Order 12)

CERTIFICATE HOLDER

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVE
WESTBURY, NY 11590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services South Inc

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NEW YORK STATE Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
DE BRUIN ENGINEERING, P.C.
1400 OLD COUNTRY RD STE 106
WESTBURY, NY 11590

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
516-513-1313

1c. Federal Employer Identification Number of Insured or Social Security Number
[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVE
WESTBURY, NY 11590

3a. Name of Insurance Carrier

3b. Policy Number of Entity Listed in Box 1a
[redacted]

3c. Policy Effective Period
5/30/2019 to 7/29/2027

4. Policy provides the following benefits:
- ☐ A. Both disability and Paid Family Leave benefits.
- ☐ B. Disability benefits only.
- ☐ C. Paid Family Leave benefits only.

5. Policy covers:
- ☐ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- ☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 7/30/2026 By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title _____

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate)to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) DE BRUIN ENGINEERING, P.C. 1400 Old Country Rd Ste 106 Westbury, NY 11590 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 516-513-1313 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS 1194 PROSPECT AVENUE WESTBURY, NY 11590	3a. Name of Insurance Carrier Indemnity Insurance Company of North America 3b. Policy Number of Entity Listed in Box "1a" [redacted] 3c. Policy effective period 7/1/2026 to 7/1/2027 3d. The Proprietor, Partners or Executive Officers are [X] included. (Only check box if all partners/officers included) [ ] excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Nicholas Dalessio
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Nicholas J Dalessio 07/31/2026
(Signature) (Date)

Title: Sr. Program Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (973) 315-0713

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: June 9, 2026

SUBJECT: On-Call Construction Management (CM) Services with de Bruin
Recommendation to Amend Professional Services Agreement
de Bruin Engineering, P.C.
Agreement No.: S37850-04B
Encumbrance No.: CFPW21000002

This Department is requesting approval to amend the existing personal services agreement S37850-04B with the Construction Management firm, de Bruin Engineering, P.C. This amendment is necessary for the continuation of on-call CM services for the ongoing, critical Engine Generator Overhaul project at Cedar Creek WPCP. de Bruin's cost ceiling in the subject agreement was originally set at $1,000,000.00 and was previously amended via Amendment No. 1 to $2,000,000 in June 2022 in order to make their On Call CM Services agreement equitable to the other CM agreements in place.

In accordance with the applicable terms and conditions of the agreement, this Department desires to increase the cost ceiling by $1,150,550.00 to provide the continuation of deBruin's active construction management project coverage for the duration of the Engine Generator Overhaul project at Cedar Creek WPCP. Thus, Amendment No. 2 will raise the contract maximum amount to $3,150,550.00.

If you approve or disapprove the above request, please signify below, and return this memo to the office for appropriate action.

Michael Kwaschyn

Michael Kwaschyn P.E
Commissioner

MK:PA:rp
c: Pasquale Assalone, Director of Environmental Engineering
Loretta Dionisio, Assistant to Deputy Commissioner
Karen Fay, Sanitary Engineer III
Graham Sharkey, Christopher Kane, Scott Brugge – Jacobs

APPROVED:

Arthur T. Walsh Date 6/9/26
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

Request to Initiate - R26-0161 (P25-0183 - Cedar Creek WPCP Engine Generator Overhaul - Blanket Purchase Order)

RTI Status	**Active**		
Request Type	**RFP**		
Service Requested	**S37850-04D - Environmental Facilities On-Call Construction Management (CM) Amendment**		
Justification	**DeBruin is approaching the current $2,000,000 cost ceiling for their Environmental Facilities On-Call CM Agreement. Since these On-Call agreements were executed in September 2021, the Department has initiated eleven (11) task orders, and deBruin was selected/awarded five (5) of those task orders. This Amendment#2 will increase the contract cost ceiling by $1,150,550 to provide the continuation of deBruin's active construction management project coverage for the duration of the Engine Generator Overhaul project at Cedar Creek WPCP.**		
Requested By	**Public Works**	Project Manager	**Pasquale Assalone**
Project Cost for this Phase / Contract	**Construction Management**		
PIR Phase Amount Listed	**1,150,550.00**	Phase Cost	**1,150,550.00**
Total Project Cost	**$20,840,550.00**		
Start Work	**01/01/2026**	Duration	**48 months**
Renewal Options			
Procurement Method	**Task Order/On-Call**		
Procurement Method Reason			
Priority Justification	**Other**		

Funding Source

Funding Type	Capital Project	Capital Detail	Funding Code	County	Federal (Direct)	Federal (Pass Thru State)	State	Other	Created On	Created By
Capital	3C067 - Cedar Creek Equipment Replacement	020	PWCSWCSW	1,150,550.00		0			06/10/2026	James Woytysiak

State Environmental Quality Review Act

Type II Action

Supplemental Environmental Documentation

Outsourcing Questionnaire

Question	Answer
What is the duration of the project if done inhouse? • Employee / Man Hours • Number of DaysShow calculations.	N/A
What is the duration of the project if out sourced?	4 Years
What is the priority of the project? (Emergency, High, Medium, Low)	High
Is the project subject to seasonality?	The project may be seasonal.
What is the project cost of the project in done in-house? • Labor • MaterialsShow calculation if possible.	N/A
What is the project cost of the project if outsourced?	$1,150,550.00
Does this require a specific skill set not currently within the County work force?	N/A
Does the Title exist to perform the function?	N/A
Does the skill set require specific training?	N/A
Does the Skill set require certification certificates?	N/A
Are continuing education credits required to maintain certification?	N/A
Is this a task that must be performed often?	N/A
If the task is not performed often would the employee remain proficient in the duties required?	N/A
Is this project installing an operation system requiring a licensed installer from the manufacture?	N/A
If County employees do not normally perform the function, please specify why?	N/A
If County employees normally perform the function why is DPW choosing to outsource?	N/A
Is there associated risk liability that would necessitate outsourcing?	N/A
Is the project paid via outside funding?	N/A
Does the outside funding require outsourcing for it to be reimbursed?	N/A

Approvals

Request Submitted	**Theodore Diamantis**	**06/10/2026 02:12 pm**
Funding Added	**See Funding Source Tab**	
Capital Funding Approved	**James Woytysiak**	**06/10/2026 02:47 pm**
AIM Entered	**Deanna Funk**	**06/11/2026 06:05 am**
Time Sheet Code	**26-0161**	
Commissioner Approved	**Kevin Chandler**	**06/11/2026 08:51 am**
DCE / Ops Approved	**Arthur Walsh**	**06/12/2026 10:55 am**

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Robert W. de Bruin - President

Name and Title of Authorized Representative

m/d/yy

RW dB

Signature

7/20/26

Date

de Bruin Engineering, P.C.

Name of Organization

1400 Old Country Road, Suite 106, Westbury, NY 11590

Address of Organization

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

August 22, 2025

Robert DeBruin, President
deBruin Engineering P.C.
1400 Old Country Road
Westbury, New York 11590

Re: Nassau County DPW Environmental Facilities
Construction Management On-Call Services
Agreement No. S37850-04B
Extension of Time

Dear Mr. deBruin:

The Department desires the continuation of your CM services under the above-referenced Contract. Therefore, in accordance with applicable provisions, we are hereby notifying you of our intention to extend this Agreement for two (2) additional years. The new expiration date will now be **July 31, 2027.**

This extension of time shall be on the same terms, conditions and covenants as during the initial term.

It is incumbent upon the firm to know the expiration date of the Agreement and advise the Department of the need for additional extensions (if permitted under the terms of the Agreement) or an amendment should you anticipate the performance of services beyond the expiration date. No work or services are authorized beyond the Agreement expiration date as established in this letter.

If you should have any questions regarding the above-referenced matter, you may contact Graham Sharkey of Jacobs Engineering at (516) 571-7385.

Very truly yours,

Joseph J Pecora P.E.

for Michael Kwaschyn, P.E.
Commissioner of Public Works

MK:PA:rp
c: Pasquale Assalone, Director of Environmental Engineering
Karen Fay, Sanitary Engineer III
Matt Duffy, Auditing Assistant III, Office of the Comptroller
Graham Sharkey, Theodore Diamantis, Christopher Kane, Jacobs

E-10-22
Certified: 05-JUL-22 -- SALFANO

NIFS ID:CLPW22000001 Department: Public Works

Capital: X

SERVICE: Environmental Facilities On Call CM Service S37850-04B

Contract ID #:CFPW21000002 NIFS Entry Date: 01/03/2022 Term: from to

Amendment
Time Extension:
Addl. Funds: X
Blanket Resolution:
RES#

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: **de Bruin Engineering, P.C.**	Vendor ID#[redacted]
Address: 1400 Old Country Rd Suite 106 Westbury, NY 11590	Contact Person: Robert W. de Bruin
	Phone: 516-513-1314

Department:
Contact Name: Adrian O. Hamilton
Address: NCDPW 3340 Merrick Road Building R, 3rd Floor Wantagh, NY 11793
Phone: 516-571-7536

Routing Slip

Department	**NIFS Entry: X**	**05-JAN-22 -- LDIONISIO**
Department	**NIFS Approval: X**	**05-JAN-22 -- RD'ALLEVA**
DPW	**Capital Fund Approved: X**	**05-JAN-22 -- RDALLEVA**
OMB	**NIFA Approval: X**	**14-JAN-22 -- CNOLAN**
OMB	**NIFS Approval: X**	**05-JAN-22 -- NGUMIENIAK**
County Atty.	**Insurance Verification: X**	**05-JAN-22 -- AAMATO**

County Atty.	**Approval to Form:X**	**06-JAN-22 -- NSARANDIS**
CPO	**Approval: X**	**24-JAN-22 -- RCLEARY**
DCEC	**Approval: X**	**24-JAN-22 -- RCLEARY**
Dep. CE	**Approval: X**	**22-FEB-22 -- EPOWERS**
Leg. Affairs	**Approval/Review: X**	**22-FEB-22 -- CLEIMONE**
Legislature	**Approval: X**	**11-MAR-22 -- CALBERT**
Comptroller	**Deputy: X**	**19-APR-22 -- BJEFFERSON1**
NIFA	**NIFA Approval: X**	**11-MAY-22 -- MWORSHAM**

Contract Summary

Purpose: The Department is requesting approval to amend the existing personal services agreement S37850-04B with the Construction Management firm, de Bruin Engineering, P.C. to increase the cost ceiling from $1M to $2M. This amendment is necessary for the continuation of CM services for various Environmental Facilities projects.
Method of Procurement: RFP for personal services agreement.
Procurement History: An RFP was issued on 05/18/2020. Proposals were received on 06/12/2020 and de Bruin was selected as one of the firms with the best value to the County.
Description of General Provisions: This amendment will allow for the continuation of Construction Management Services for various Environmental Facilities projects.
Impact on Funding / Price Analysis: Funding is provide from Capital Project 35101. This amendment No.1 will encumber $1,000,000.00, increasing the maximum amount to $2,000,000.00.
Change in Contract from Prior Procurement: This amendment No.1 shall be on the same terms as the original agreement.
Recommendation: (approve as submitted) Recommend approval.

Advisement Information

BUDGET CODES	
Fund:	**CSW**
Control:	**00**
Resp:	**CSW**
Object:	**00003**
Transaction :	**CL**
Project #:	**35101**
Detail:	**000**

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$1,000,000.00
Other	$0.00
TOTAL	**$1,000,000.00**

LINE	INDEX/ OBJECT CODE	AMOUNT
1	PWCSWCSW/ 35101/00003/000	$1,000,000.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	TOTAL	$1,000,000.00

RULES RESOLUTION NO. – 2022

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND DE BRUIN ENGINEERING P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with de Bruin Engineering P.C. for Environmental Facilities On-Call Construction Management Services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with de Bruin Engineering P.C.

AMENDMENT NO. 1

THIS AMENDMENT (this "Amendment"), dated as of the date this Amendment is executed by the County of Nassau, between (i) the County of Nassau, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590-2723 (the "Department"), and (ii) de Bruin Engineering, P.C., a consulting engineering firm having its principal office at 1400 Old Country Rd Suite 106, Westbury, NY 11590 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number S37850-04B between the County and the Firm, executed on behalf of the County on September 1, 2021 (the "Original Agreement"), the Firm performs construction management services for the County in connection with the Environmental Facilities On-Call Construction Management Services, which services are more fully described in the Original Agreement;

WHEREAS, the term of the Agreement, was from September 1, 2021, through August 31, 2025 (the "Original Term"); and

WHEREAS, the County and the Firm desire to amend the Maximum Amount of the Original Agreement; and

WHEREAS, the County and the Firm desire to amend the Agreement to reflect the agreement of the parties with respect to the matters addressed in this Amendment.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in the Amendment, the parties agree as follows:

1. Amended Maximum Amount. The Maximum Amount shall be increased by One Million Dollars and Zero Cents (**$1,000,000.00**), so that the maximum amount that the County shall pay to the Firm as full consideration for all Services provided under the Amended Agreement shall be Two Million Dollars and Zero Cents (**$2,000,000.00**) (the "Amended Maximum Amount")

2. Compliance with Law. Section 7 of the Original Agreement is amended to include the following:

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(c) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(d) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and the Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

3. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties to the Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

de Bruin Engineering, P.C.

By: _____

Name: Robert W. de Bruin

Title: President

Date: 10/13/21

COUNTY OF NASSAU

By: _____

Name: ARTHUR T. WALSH

Title: Chief Deputy County Executive
Deputy County Executive

Date: 6-29-22

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 13th day of October in the year 20 21 before me personally came Robert W. de Bruin to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the President of de Bruin Engineering, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC Caroline Ciampa

CAROLINE CIAMPA
Notary Public, State of New York
No. 01CI6185662
Qualified in Nassau County
Commission Expires 04/21/2024

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 29th day of June in the year 2022 before me personally came Arthur T. Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Renee Reddy
NOTARY PUBLIC

RENEE S REDDY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RE6434298
Qualified in Nassau County
Commission Expires June 6, 2026

E-26-21
Certified: 18-MAY-21 -- BJANOWITZ

NIFS ID:CFPW21000002 Department: Public Works

Capital: X

SERVICE: Environmental Facilities-On Call CM-S37850-04B

Contract ID #:CFPW21000002 NIFS Entry Date: 15-JAN-21 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: **de Bruin Engineering, P. C.**	Vendor ID#: [redacted]
Address: 1400 Old Country Rd Suite 106, Westbury, NY 11590	Contact Person: Robert W. de Bruin
	Phone: 516-513-1314

Department:
Contact Name: Vincent Falkowski
Address: NCDPW 3340 Merrick Road Building R, 3rd Floor Wantagh, NY 11793
Phone: 516-571-7515

Routing Slip

Department	**NIFS Entry: X**	**15-JAN-21 -- LDIONISIO**
Department	**NIFS Approval: X**	**19-JAN-21 -- RD'ALLEVA**
DPW	**Capital Fund Approved: X**	**19-JAN-21 -- RDALLEVA**
OMB	**NIFA Approval: X**	**20-JAN-21 -- CNOLAN**
OMB	**NIFS Approval: X**	**19-JAN-21 -- NGUMIENIAK**
County Atty.	**Insurance Verification: X**	**19-JAN-21 -- AAMATO**

County Atty.	**Approval to Form: X**	**19-JAN-21 -- NSARANDIS**
CPO	**Approval: X**	**01-FEB-21 -- KOHAGENCE**
DCEC	**Approval: X**	**02-FEB-21 -- JCHIARA**
Dep. CE	**Approval: X**	**02-FEB-21 -- BSCHNEIDER**
Leg. Affairs	**Approval/Review: X**	**24-FEB-21 -- JSCHANTZ**
Legislature	**Approval: X**	**08-MAR-21 -- CALBERT**
Comptroller	**Deputy: X**	**23-APR-21 -- JSCHOEN**
NIFA	**NIFA Approval: X**	**12-MAY-21 -- MWORSHAM**

Contract Summary

Purpose: This is a contract to provide on call construction management services in relation to the County's Environmental Facilities.
Method of Procurement: RFP was issued 5/18/20. The RFP was advertised on the County's website (eProcure), in Newsday, and the NYS Contract Reporter.
Procurement History: An RFP was issued on 05/18/2020 in NYSCR, Newsday & eProcure. On 06/12/2020 thirteen (13) proposals were submitted for consideration, de Bruin Engineering, P.C. was Of the eight (8) firms selected as the best value for the County by Chris Vella (Construction Inspector II), Edward Visone (Ast Spt Sanitry Cstn), Karen Fay (Sanitary Engineer III), and Vinny Falkowski (Deputy Commissioner). The agreements with the other selected firms are currently routing through tracking system.
Description of General Provisions: The services to be provided under this agreement shall consist of providing investigation of site conditions, creating and implementing a quality assurance program, controlled inspections, cash flow forecasts, master construction schedule, providing progress reports and other related activities.
Impact on Funding / Price Analysis: Maximum amount is $1,000,000.00 for this contract. Encumbering $0.01 against Project 35101.
Change in Contract from Prior Procurement: None
Recommendation: (approve as submitted) Recommend approval.

Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	**00**
Resp:	**CSW**
Object:	**00003**
Transaction:	**CF**
Project #:	**35101**
Detail:	**000**

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.01
Other	$ 0.00
TOTAL	$ **0.01**

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCSWCSW/35101/00003/000	$ 0.01
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 0.01

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND DE BRUIN ENGINEERING P.C.

WHEREAS, the County has negotiated a personal services agreement with deBruin Engineering P.C. for On-Call Construction Management Services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with deBruin Engineering P.C.

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) de Bruin Engineering, P.C., having its principal office at 1400 Old Country Rd Suite 106, Westbury, NY 11590 (the "Firm" or the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement;

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter; and

WHEREAS, the Firm desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term.

The term of this Agreement shall commence upon the date (the "Commencement Date") that is set forth in a written notice from the Department to the Contractor authorizing the Contractor to commence with the performance of the Services (as defined below) and shall terminate on the Forty-eight (48) month from the Commencement Date ("Expiration Date") unless sooner terminated or extended in accordance with its terms. The Commencement Date shall be on or after the Effective Date. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for an additional two (2) year period of up to Sixty (60) months by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any task order issued to the Firm, prior to the expiration of date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2. Services.

(a) The services to be provided by the Firm under this Agreement for the S37850-04X Environmental Facilities On-Call Construction Management Services, shall consist of those specific work divisions and deliverables as enumerated in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

(2) Testing Laboratory Services.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs and renderings as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.

(6) Other comparable expenses as approved by the County.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid the Firm's services under this Agreement, including any Extra Services that may so be authorized, shall not exceed One Million Dollars and Zero Cents ($1,000,000.00) (the "Maximum Amount").

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the

"Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided, and the payment requested as consideration for such services, (b) certifies that the services rendered, and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Claims for Payment. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Firm hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they

shall be used by the Firm for no other purpose without the prior written permission of the County.

(iii) The Firm acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Firm shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Firm represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Firm has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Firm from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Firm hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Firm (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or

Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, Firm, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(b) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(c) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and the Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier

participants who have participated in procurements for work performed under this Agreement.

(d) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:

(i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) On a yearly basis, Firm shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(e) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

(e) Protection of Client Information. The firm acknowledges and agrees that all information that the Firm acquires in connection with the performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement,

(ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Firm or a Firm Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Firm Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) aggregate coverage, (iii)

compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written Agreement of the County and the Firm, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Firm's Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this

Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm Agent to perform some, or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any

schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred Thirty Three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the

Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

de Bruin Engineering, P.C.

By: _____

Name: Robert W. de Bruin

Title: President

Date: 9/22/20

NASSAU COUNTY

By: _____

Name: BRIAN J. SCHNEIDER

Title: County Executive
Deputy County Executive

Date: 5/18/21

PLEASE EXECUTE IN **BLUE** INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 22nd day of September in the year 2020 before me personally came Robert W. de Bruin to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the President of de Bruin Engineering, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC Caroline Ciampa

CAROLINE CIAMPA
Notary Public, State of New York
No. 01CI6185662
Qualified in Nassau County
Commission Expires 04/21/2024

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 18 day of May in the year 2021 before me personally came Brian Strada to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

LAURA J VIGLIOTTI
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01VI6190782
COMM. EXP. 08/04/2024
COMMISSIONED IN NASS COUNTY

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

The County requires the Construction Manager (CM) to provide comprehensive construction phase services and to coordinate these services with the County's third party Program Manager, (PM). The scope of services to be performed in the respective phases (which will overlap) is summarized below:

2.1 Construction Phase Services

2.1.1 Commencement and Duration - The Construction Phase will commence with the award of a construction contract for the project and will terminate upon final acceptance of the Project in its entirety by the County. The CM should include one (1) month of pre-construction duties and one (1) month of post-construction duties as noted in Section 1 in their proposal.

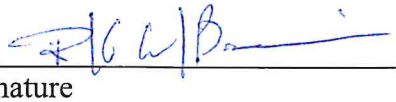
2.1.2 General Construction Administration - The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. This project is being built under a Project Labor Agreement (PLA) using a single prime Construction Contractor ("CC") . The CM will perform as the PLA administrator of Nassau County's Master Project Labor Agreement as amended for this project, and will advise the CC of the PLA requirements for this particular project. The CM will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures, as well as a copy of the Program Construction Management Manual, prepared on behalf of the County by the PM. Administer the construction of the Project, including scheduling of the Work and coordination of the CC. The CM shall maintain competent full-time staff at the project site to administer the project, at all times Work is being performed by CC. The FIRM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, etc.

2.1.3 Site Conditions - As portions of the Work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County, the Program Manager and the Design Engineer, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County, the Program Manager and the Design Engineer to devise appropriate modifications to the Contract Documents.

2.1.4 Quality Assurance - The FIRM shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the CM's routine observation of the Work of the CC with respect to conformance to the Construction Documents, based upon the guidelines presented in the Cedar Creek Program Construction Management Manual. The CM shall endeavor to guard the Owner against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by third parties with the Work of the CC. The CM shall promptly notify the County, Program Manager, Design Engineer, and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall make recommendations for correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.

The following provision is added to Section 7 of the attached contract entitled "Compliance with Laws," all of which original language is unchanged and remains in place:

Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.



Signature

Robert W. de Bruin, President

Printed Name and Title

May 3, 2021

Date

2.1.5 Scheduling - The CC shall prepare the Master Construction Schedule (baseline) and monthly updates. This Schedule shall be prepared using the critical path method and Primavera P6 (or later version) software as approved, and shall be broken down in sufficient detail to be useful for monitoring progress, delay analysis, and administering the CC's contract provisions. The schedule shall be cost and resource loaded by the CC. The CM is responsible for monitoring the accuracy and completeness of the CPM Schedule, to review the Baseline and updates, provide analysis of delay, preparation of reports as required by the County, negotiation of delay claims and recommendation for recovery or necessary changes to complete the project within budget and schedule. The CM is responsible for the detailed review of all logic, logic changes, durations, Work Breakdown Structure (WBS), resource and cost loading and acceptance. The CM shall evaluate CC's requests for extension of the Contract time, and advise the County confidentially on the quantum and merits of such requests. The CC shall update the Master Schedule monthly to show progress, compile 2-week look-ahead schedules from the Master Schedule and augment same. The CM shall follow up with the CC who will prepare Schedule updates as necessary to reflect changes and show the impact of changes to the critical path and completion milestones. The CM shall review in a timely manner as per contract specifications. Upon approval of the baseline and subsequent to each monthly update, the CM shall prepare/distribute the schedule report consisting of project status, current critical issues, upcoming concerns, analysis of attribution of delays and suggested recovery by CC, and shall provide information to the PM for integration to and updating of the Program Master Schedule and shall discuss and agree upon recovery steps with the Program Manager.

2.1.6 Cash Flow Forecast - With the cooperation of the CC, CM shall prepare a cash flow forecast for the entire project, based on the project schedule, and shall revise same, whenever there is a significant change in the schedule that would warrant a revision to the cash flow forecast. The baseline cash flow forecast and all revisions shall also be forwarded to the PM for integration into the Master Program Budget and Cost Forecasting Tool.

2.1.7 Monitor Progress - Monitor the progress of the CC's work and prepare written daily reports documenting the type and location of work performed, the CC's trade labor and equipment, and all pertinent details relative to the progress of the Work. Augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. Pro-actively monitor the progress of the Work, taking such steps (on behalf of the County) as are authorized under the CC's contract, to ensure that the CC's workforce is sufficient and the work is being diligently prosecuted. Where progress is impeded by actions/inactions of the Design Engineer, or others, bring such matters promptly to the attention of the County for resolution. The CM shall monitor the progress in such a manner as to complete the project within the schedule and budget, on behalf of Nassau County.

2.1.8 Information Management System – The CM shall develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained by the CM for a period of six (6) years after completion of

services. The CM shall implement, and maintain on a current (daily) basis, a web-based information management system to track all drawings, CC submittals, meeting minutes, requests for information, bulletins, changes orders, CC requisitions/payments, correspondence, reports, and all documents which should be part of the project record. The web-based information management system (such as Submittal Exchange, or similar) shall be authorized as a reimbursable expense from an allowance which will be added to the CM's Base Fee. Project records, including the project directory and emergency contact information, will be kept well organized and the information maintained current at all times. At the minimum, the CM shall implement a web-based information management system for the exchange of submittals and provide and maintain access to all project participants. The CC's submittals such as shop drawings, product data, and samples, shall be routed directly and concurrently to the CM and Design Engineer. The CM shall promptly review them for completeness and responsiveness, log and confirm the submittal is fit for review by the Design Engineer. All distribution shall be electronic, for review and approval; within 48 hours of receipt by CM of CC's submittals. The CM shall return submittals to the CC within 24 hours of receipt from the Design Engineer, and shall update the submittal log accordingly. CM shall collect and compile as-built drawings, operations and maintenance manuals, spare parts and attic stock provided by the CC and is responsible for documenting acceptability and the transfer of these items to Plant Operations, in both paper and electronic formats.

2.1.9 CC Payments: - Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CC. CM shall correlate CC's payment requests with the progress of the work and take into account any deficiencies in the work for which payment is being requested, in making his recommendation. The CM's recommendation for payment shall constitute a representation to the County, that, to the best of the CM's knowledge, information and belief; the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. All payments shall be based on the cost loaded CPM schedule and CM shall be responsible for certifying such payments. The CM shall provide copies of their recommendations for payment to the PM.

2.1.10 Meetings – Schedule and conduct regular bi-weekly job progress meetings with the CC, the Design Engineer, the County, the Program Manager and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related the Project. The CM shall also attend periodic meetings with the County, the Program Manager and/or the Design Engineer. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.

2.1.11 Reporting – The CM shall prepare bi-weekly written progress reports and promptly deliver five (5) copies of same to the County, and one (1) copy to the Program Manager. Such reports shall include the following information at a minimum:

A. Work activities performed during the reporting period and those activities scheduled to be performed in the next 2 weeks.
B. Identification and status of all critical and important issues, which require the attention of the County
C. Brief construction progress update describing actual progress versus plan, supported by earned value data.
D. Summary of schedule gains and delays and actions taken to mitigate

delays

E. Photographs and other documentation which is germane to the report.

F. On every other bi-weekly report (i.e., every 4 weeks) provide updated Submittal, RFI and Change Order logs as attachments.

2.1.12 Safety - The CM shall require the CC to submit its safety program and shall serve a central role in dissemination of safety-related information between the CC, the Program Manager and the Nassau County Plant and Construction personnel. The CM shall not have control over or charge of the Work and the CM shall not be responsible for CC's means, methods, techniques, sequences or procedures, and/or for safety precautions and programs in connection with the work of the CC, since these are solely the CCs' responsibility. The CM shall not be responsible for the CC's failure to carry out the Work in accordance with the CC's Safety Programs, and/or applicable safety rules and regulations. Nevertheless, the CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC. The CM must review the CC safety program and inform the Department and the Program Manager of its adequacy.

2.1.13 Changes - The CM shall review all Supplementary Bulletins prepared by the Design Engineer prior to their issuance; prepare cost estimates; review CC's proposals; and submit formal written recommendations, including confidential memoranda to the County and the Program Manager, clearly delineating the scope and reason for the changed work. Evaluate the CC's proposed adjustment to contract price and time; and assist the County in negotiating Change Orders. Where changes are, or may be, the result of the Design Engineer's error or omission, the CM shall confidentially inform the County and the Program Manager of such, and shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, Bulletins, Proposals and Change Orders, which shall be uploaded regularly into the Contract Management Information System.

2.1.14 Partial Occupancy and Beneficial Use - The CM shall assist the County in determining dates of Partial Occupancy of the Work, or portions thereof, designated by the County; and shall assist in obtaining any necessary temporary occupancy certificates. Review any lists prepared by the Design Engineer of incomplete or unsatisfactory work, prepare schedules for completing and correcting the Work, and monitor the completion/correction. Prior to any declaration of partial occupancy or beneficial use the CM shall coordinate and attend a site review with the Program Manager on behalf of the County.

2.1.15 Field Office - The CM shall be provided office space at the site for use as temporary CM offices during the construction phase. All CM's office equipment and supplies, including but not limited to computers (with software and high speed internet access), printers, copiers, scanners, facsimile machines, etc. shall be provided, maintained, and subsequently removed by the CM, and the cost of same is included in the CM's fee. Additionally, the CM shall lease and maintain the shared Multi-Function Printer (MFP) in the reception area. Maintenance and lease of the MFP shall be authorized as a reimbursable expense from an allowance which will be added to the CM's Base Fee.

2.2 Construction Services

2.2.1 Contract Closeout - Conduct final inspections with Design Engineer, the Program

Manager and the County, at the completion of each phase of the project, and prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. It is understood that the project will be completed in phases and that multiple final inspections are needed. Compile project record documents collected during the construction phase and supplement with any information collected following occupancy. Review the as-built drawings provided by the CC and verify that the as-built drawings, to the best of the CM's knowledge, based upon the CM's observations during the progress of the project, document the actual construction of the project. The CM shall then transmit the verified as-built drawings to the Design Engineer for the preparation of record drawings. THE COUNTY RESERVES THE RIGHT TO REQUIRE THE CM TO DIGITIZE CONTRACT CLOSEOUT DOCUMENTS IN A FORMAT NOT YET CHOSEN. COMPENSATION WILL BE BASED UPON THE
EXTRA SERVICES SECTION OF THE AGREEMENT. Schedule and record/document the training of County personnel with respect to the operation and maintenance of components and systems.

2.2.2 CC Claims and Disputed Work - The CM shall promptly review the CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed, promptly refer the matter(s) under dispute to the Design Engineer and the Program Manager for interpretation. Confer with the Design Engineer and the Program Manager, and advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, and at no additional cost to the County, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are held during the construction or post-construction phase. With the County's concurrence, prepare written response to CC's claims, incorporating the Design Engineer's determination, where applicable.

2.2.3 Limitation of Services - Nothing contained in this Agreement shall be deemed to require or authorize the CM to perform any act or render any services other than those of a professional Construction Manager, as defined herein. The services, recommendations, and advice furnished by the CM shall not be deemed to be warranties, or guarantees, or constitute the practice of any profession other than that of a professional Construction Manager. Notwithstanding any language to the contrary, this Agreement shall neither require, nor authorize, the Construction Manager to assume any duty, role, responsibility, or obligation; or perform any task, function, or activity, which is properly that of the Design Engineer.

END OF SECTION

EXHIBIT "B"

PAYMENT SCHEDULE

Payment to the Firm for all services under this Agreement that may be authorized under this Agreement, shall be made as follows:

A. BASIC SERVICES {Not-to-Exceed Fee}

In consideration of all services, exclusive of Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed One Million, Dollars and Zero Cents ($1,000,000.00) The Firm shall be compensated for such services by an amount equal to two and three tenth (2.3) times the actual salaries or wages paid to the technical personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits.

B. REIMBURSABLE EXPENSES

1. Testing and Controlled Inspection Services – the Firm shall be reimbursed for the actual cost incurred in connection with testing and controlled inspection services. Invoices must be substantiated by reports, bills and payment records.

2. Other Reimbursable Expenses - the Firm shall be reimbursed for authorized reimbursable expenses. These must be approved by the Department, prior to the cost being incurred, in accordance with Section 2 (d) of the Agreement.

   The Firm shall prepare and attach to this Agreement a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and seventy five dollars ($175.00)

END OF SECTION

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto

shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

END OF SECTION

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Robert W. de Bruin (Name)

18 Crestwood Road, Port Washington, NY 11050 (Address)

(516) 513-1314 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has _X_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _X_ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

9/22/20
Dated

Signature of Chief Executive Officer

Robert W. de Bruin
Name of Chief Executive Officer

Sworn to before me this

22nd day of September, 2020

Caroline Ciampa
Notary Public

CAROLINE CIAMPA
Notary Public, State of New York
No. 01CI6185662
Qualified in Nassau County
Commission Expires 04/21/2024

Certified: --

E-117-26

NIFS ID: CLAT26000020

Capital:

Contract ID #: **CQAT24000020**

NIFS Entry Date: **05/21/2026**

Department: County Attorney

Service: **Process Server**

Term: **November 17, 2023 to November 16, 2028**

Contract Delayed:

Slip Type: **Amendment**		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **ONE WORLD JUDICIAL SERVICES INC**	ID#:**113514845**
Main Address: **172 BROOK AVENUE SUITE ADEER PARK, NY 11729**	
Main Contact: **SUE CORTINA**	
Main Phone: **(631) 667-8260**	

Department:
Contact Name: **Mary Nori**
Address: **1 West Street** **Mineola, New York 11501**
Phone: **(516) 571-6083**
Email: **hoggeri@nassaucountyny.gov,mnori@nassaucountyny.gov,acaruso@nassaucountyny.gov**

Contract Summary

Purpose: This is an amendment (1) to the contract with One World Judicial Services Inc. ("Contractor") to provide the service of legal process in connection with the Nassau County Misdemeanor DWI Vehicle Forfeiture Program and with Family Court proceedings.

Procurement History: The Contract was entered into after a written request for proposals was issued on March 1, 2023. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, the County Bid Board and via email to interested parties. Proposals were due on March 22, 2023. Two (2) proposals (Ultimate Process & Attorney Services, Inc. and One World Judicial Services Inc) were received and evaluated. The evaluation committee consisted of three (3) members of the Nassau County Attorney's Office. The proposals were scored and ranked. After scoring and ranking, the committee selected both.

Description of General Provisions: Services in connection with the Nassau County Misdemeanor DWI Vehicle Forfeiture

Program ("VF Services") shall consist of the service of legal process, filing affidavits of service and providing copies of the affidavits of service to the Office of the County Attorney. VF Services shall not include the filing of summonses and complaints or the purchasing of index numbers.

Services for Family Court Proceedings ("FC Services") shall be personal service of summonses and petitions outside of Nassau and Suffolk Counties in proceedings pursuant to Articles 3 and/or 10 of the New York Family Court Act.

Impact on Funding / Price Analysis: There will be no increase to the maximum amount. There will be no partial encumbrance.

Change in Contract from Prior Procurement: The Original Term shall be amended to extend the term by three (3) years, so that the termination date of the Original Agreement, as amended by this Amendment shall be November 16, 2028, unless sooner terminated in accordance with the provisions of the Original Agreement.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 07/01/2024

Original procurement method: RFP

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☑ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1100	DE	ATGEN1100	DE502	ATGEN1100 DE502	02	$0.01
						TOTAL		**$0.01**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.01
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$0.01**

Routing Slip

Department			
NIFS Entry	Mary Nori	07/16/2026 11:33AM	Approved
NIFS Final Approval	Mary Nori	07/16/2026 11:34AM	Approved
Final Approval	Mary Nori	07/16/2026 11:34AM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	07/20/2026 05:27PM	Approved
RE & Insurance Verification	Shannon Molloy	07/16/2026 01:24PM	Approved
NIFS Approval	Mary Nori	07/20/2026 05:30PM	Approved
Final Approval	Mary Nori	07/20/2026 05:30PM	Approved
OMB			
NIFS Approval	Raquel Rosen	07/16/2026 11:46AM	Approved
NIFA Approval	Irfan Qureshi	07/20/2026 02:41PM	Approved
Final Approval	Irfan Qureshi	07/20/2026 02:41PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	07/20/2026 05:38PM	Approved
DCE Compliance Approval	Robert Cleary	08/11/2026 04:25PM	Approved
Vertical DCE Approval	Arthur Walsh	09/08/2026 02:07PM	Approved
Final Approval	Arthur Walsh	09/08/2026 02:07PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	09/08/2026 02:13PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND ONE WORLD JUDICIAL SERVICES INC

WHEREAS, the County has negotiated an amendment to a personal services agreement with One World Judicial Services Inc, to provide professional legal process services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an amendment to the agreement with One World Judicial Services Inc.

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **One World Judicial Services, Inc.**, with an office located at 172 Brook Avenue, Suite A, Deer Park, New York 11729 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT24000020 between the County and the Contractor, executed on behalf of the County on July 1, 2024 (the "Original Agreement"), the Contractor provides service of process, which includes but is not limited to summonses, subpoenas, and complaints, in connection with the Nassau County Misdemeanor DWI Vehicle Forfeiture Program and with Family Court proceedings, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from November 17, 2023, until November 16, 2025, provided that the County may renew under the same terms and conditions for three (3) additional one (1) year periods, for a possible term of five (5) years, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the County desires to amend the Original Term of the Original Agreement by exercising the three (3) available one (1) year renewal periods.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Term shall be amended to extend the term by three (3) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be November 16, 2028, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Amended Term").

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

ONE WORLD JUDICIAL SERVICES, INC.

By: _____

Name: Sue Cortina

Title: President

Date: 5-20-2026

NASSAU COUNTY

By: _____

Name: John L. Hiller

Title: Chief Deputy County Attorney

Date: 21 MAY 2026

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive
□ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~ SUFFOLK

On the 20 day of MAY in the year 2026 before me personally came Sue Cortina to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the President of One World Judicial Svcs. Inc the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Luke Adam Cortina
Notary Public, State of New York
Reg. No. 01CO6397219
Qualified in Suffolk County
Commission Expires 09/03/2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

John L. Hiller On the 31st day of May in the year 2026 before me personally came ~~Thomas A. Adams~~ to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the Chief Deputy County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: ONE WORLD JUDICIAL SERVICES INC

2. Amount requiring NIFA approval: $0.01

Amount to be encumbered: $0.01

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to November 17, 2023 to November 16, 2028

Has work or services on this contract commenced? Yes

If yes, please explain: this is an amendment to an existing contract.

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is an amendment (1) to the contract with One World Judicial Services Inc. ("Contractor") to provide the service of legal process in connection with the Nassau County Misdemeanor DWI Vehicle Forfeiture Program and with Family Court proceedings.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 07/20/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
SUSAN CORTINA [SC@ONEWORLDJUDICIAL.COM]

Dated: 08/10/2026 05:12:57 pm

Vendor: One World Judicial Services Inc

Title: PRESIDENT

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: SUSAN CORTINA

Date of birth: [redacted]

[redacted]

[redacted]

Country: US

Business Address: 172 Brook Avenue suite A

City:	Deer Park	State/Province/ Territory:	NY	Zip/Postal Code:	11729
Country	US				
Telephone:	6316678260				

Other present address(es):

City:	Deer Park	State/Province/ Territory:	NY	Zip/Postal Code:	11729
Country:	US				
Telephone:	6316678260				

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	09/07/1999	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Owner

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

PROPERTY OWNER OF MULTIPLE PROPERTIES

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, SUSAN CORTINA , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, SUSAN CORTINA , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

One World Judicial Services Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
SUSAN CORTINA SC@ONEWORLDJUDICIAL.COM

PRESIDENT

Title

06/09/2026 08:26:06 pm

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 08/10/2026

1) Proposer's Legal Name: One World Judicial Services Inc

2) Address of Place of Business: [redacted]

City: [redacted] State/Province/ Territory: NY Zip/Postal Code: 11729

Country: US

3) Mailing Address (if different): [redacted]

City: [redacted] State/Province/ Territory: NY Zip/Postal Code: 11729

Country: US

Phone: [redacted]

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number:

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."
(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
NONE

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
NONE

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
NONE

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
IF THE SITUATION SHALL ARISE, THE ISSUE WILL BE ADDRESSED IMMEDIATELY

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

09/07/1999

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

SUSAN CORTINA
[redacted]

iii) Name, address and position of all officers and directors of the company. If none, explain.

SUSAN CORTINA
[redacted]

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

4

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Will be the local vendor for Suffolk County

viii) Copies of all state and local licenses and permits.

1 File(s) uploaded: 03052026_Process Serving Agency License.pdf

B. Indicate number of years in business.

27

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

We have been in business for 27 years and has had contracts with The State of NY, County of Suffolk as well as other towns within Long Island

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Suffolk County Department of Health		
Contact Person	Loni Ortiz		
Address	400 Carlton Ave		
City	Central Islip	State/Province/Territory	NY
Country	US		

Telephone	(631) 853-4327		
Fax #	(631) 853-5974		
E-Mail Address	loni.ortiz@suffolkcountyny.gov		

Company	Suffolk County Department of Social Services		
Contact Person	Jessica McMaster		
Address	3455 Vets Hwy		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 854-9152		
Fax #	(631) 854-3900		
E-Mail Address	jessica.mcmaster@dfa.state.ny.us		

Company	Grey and Grey		
Contact Person	Maribel Gomez		
Address	360 Main St		
City	Farmingdale	State/Province/Territory	NY
Country	US		
Telephone	(516) 249-1342		
Fax #	(516) 586-6166		
E-Mail Address	maribel@greyandgrey.com		

I, SUSAN CORTINA , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, SUSAN CORTINA , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: One World Judicial Services Inc

Electronically signed and certified at the date and time indicated by:
SUSAN CORTINA SC@ONEWORLDJUDICIAL.COM

PRESIDENT
Title

08/10/2026
Date

Process Serving Agency License

Business Name:
ONE WORLD JUDICIAL SERVICES, INC.

DBA/Trade Name:

Business Address:
172 BROOK AVE STE A
DEER PARK NY 11729

License Number: 1310235-DCA
Issued: 03/05/2026 **Expires:** 02/28/2028

For complaints, contact:
311 | nyc.gov/dcwp

New York City Department of Consumer and Worker Protection
42 Broadway, New York, NY 10004

NYC
Consumer and Worker Protection

Zohran Mamdani
Mayor

Samuel A.A. Levine
Commissioner

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: One World Judicial Services Inc

Address: 172 Brook Avenue suite A

City: Deer Park State/Province/Territory: NY Zip/Postal Code: 11729

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Other (specify) S CORP

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

SUSAN CORTINA - 172 BROOK AVE., SUITE A, DEER PARK NY 11729

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
SUSAN CORTINA [SC@ONEWORLDJUDICIAL.COM]

Dated: 06/09/2026 08:28:00 pm

Title: PRESIDENT

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department") and (ii) **One World Judicial Services, Inc.**, having its principal office at 172 Brook Ave, Suite A, Deer Park, New York 11729 (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on November 17, 2023, and terminate on November 16, 2025, with the option to renew for three (3) additional one (1) year periods, for a possible term of five (5) years, subject to the County's right of early termination in accordance with the provisions of this Agreement. The decision to renew the contract will be at the sole discretion of the County.

2. Services. (a) The services to be provided by the Contractor under this Agreement shall consist of the service of legal process in connection with the Nassau County Misdemeanor DWI Vehicle Forfeiture Program and with Family Court proceedings (the "Services").

(a) Services in connection with the Nassau County Misdemeanor DWI Vehicle Forfeiture Program ("VF Services") shall consist of the service of legal process, filing affidavits of service and providing copies of the affidavits of service to the Office of the County Attorney. VF Services shall not include the filing of summonses and complaints or the purchasing of index numbers.

(b) Services for Family Court Proceedings ("FC Services") shall be personal service of summonses and petitions outside of Nassau and Suffolk Counties in proceedings pursuant to Articles 3 and/or 10 of the New York Family Court Act.

All Services provided under this Agreement shall be provided in accordance with the Obligations of the Contractor set forth in **Appendix A**, attached hereto and incorporated herein.

3. Payment. (a) Amount of Consideration. (1) The maximum amount to be paid to the Contractor as full consideration for Contractor's Services throughout the maximum term of five (5) years, including renewals, shall not exceed the sum of One Hundred Eighty Thousand Dollars ($180,000.00) (the "Maximum Amount"), which shall be payable in accordance with the fee schedule attached hereto and incorporated herein as **Appendix B.**

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Contractor agrees that no fee will be charged for any

such appearances.

(3) Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Contractor further acknowledges that the initial encumbrance shall be Thirty-Five Thousand Dollars ($35,000.00). Thereafter, the Department shall notify Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as a notice to proceed.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances,

rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in

connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by

the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same

day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as

not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five hundred Thirty-three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

21. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

ONE WORLD JUDICIAL SERVICES, INC.

By: _____

Name: SUE CORTINA

Title: PRESIDENT

Date: 11/29/2023

NASSAU COUNTY

By: _____

ARTHUR T. WALSH

Name: ~~Chief Deputy County Executive~~

Title: County Executive

□ Deputy County Executive

Date: 7-1-24

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~ SUFFOLK)

On the 29 day of NOVEMBER in the year 2023 before me personally came SUE CORTINA to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of SUFFOLK; that he or she is the PRESIDENT of ONE WORLD JUDICIAL SERVICES INC., the corporation described herein and which ~~executed~~ the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

JENNIFER SIMMONS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SI6332918
Qualified in Suffolk County
My Commission Expires 11-09-2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 1 day of July in the year 2024 before me personally came Arthur T Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of nassau; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

TRICIA F. FORMATO
Notary Public, State of New York
No. 01FO6261797
Qualified in Nassau County
Commission Expires May 14, 2028

APPENDIX A
OBLIGATIONS OF THE CONTRACTOR

1. Contractor shall employ a sufficient number of process servers to provide services under this Agreement. The Contractor shall at all times maintain a staff of at least five (5) process servers, one (1) of whom must be fluent in the Spanish language. The Contractor shall ensure that an employee is available to answer telephone calls during normal business hours. The Contractor shall maintain an office fax machine and cell phone number and shall provide these numbers to the County Attorney's Office.

2. Papers to be served in connection with the County Attorney's Office shall be picked up at the offices of the County Attorney at 1 West Street, Mineola, N.Y. on a daily basis and prior to 3:00pm. Papers to be served in connection with Family Court proceedings shall be picked up from the Office of the County Attorney located at 1200 Old Country Road, Westbury, N.Y., as requested by the County Attorney.

3. The Contractor shall return, by hand-delivery, copies of the Affidavits of Service or, where service could not be effected, copies of the corresponding summonses and complaints with notes outlining the inability to serve, to the County Attorney's Office as soon as service is completed. Upon delivery, said Affidavits or summonses and complaints with notes shall be date-stamped by the County Attorney's Office.

4. The Contractor shall file the original affidavit of service and corresponding summons and complaint to the Court clerk, and shall provide a copy of said papers, bearing the Court clerk's stamp, to the County Attorney's Office. The Contractor shall retain a copy of each affidavit.

5. Affidavits of service and attempted service of all other legal papers shall be hand-delivered to the County Attorney's Office as soon as possible, but at least twenty-four (24) hours prior to the date and time specified therein.

6. Upon demand at any time by the County Attorney's Office, the Contractor shall provide a copy of the requested affidavit.

7. All service of process shall be made in accordance with the relevant sections of the New York Civil Practice Law and Rules ("CPLR") and the New York Family Court Act Articles 3 and 10 (the "Act"), and Contractor represents that all process servers in its employ who provide services to the County shall be trained on the pertinent provisions of the CPLR and the Act.

8. Any attempts to effect services after the deadline for timely service will not be billed to the County, and County shall have no liability for payment of such late service.

9. Exceptions to the aforesaid time frames shall be on a case-by-case basis as determined by the County Attorney's Office.

10. Notwithstanding the return date in the summons, the Contractor shall be required to initiate diligent efforts to service all papers within one (1) week after Contractor picks up the papers from the County Attorney's Office.

11. Expedited Service shall be defined as instances where the Contractor is provided with service papers from the County Attorney's Office and has only twenty-four (24) hours from the time the County makes the documents available to the time for service of said documents, and still

be in compliance with the corresponding statutory time frames for service of process. For the purposes of Expedited Service only, Saturdays are to be included in the definition of "days."

12. In cases where the terms of the CPLR or the Agreement are not complied with, service shall be considered incomplete, and the County shall not be liable for payment therefore.

13. Service shall be attempted at residential addresses unless otherwise directed by a representative of the County Attorney's Office.

14. In the event the Contractor has more than one document to serve at the same location, the Contractor is obligated to consolidate the documents and serve them together when possible.

15. Papers must be served on the individual sought to be served. If service on such individual cannot be made, Contractor must proceed with due diligence in attempting to effect service of process on said individual.

16. In the case of service at a residence, due diligence requires the process server to make at least three (3) attempts at service, on three (3) separate days, and at three (3) different times, one day of which must be a Saturday between the hours of 9:00 am and 8:00 pm, and the other two (2) days, must be between Monday through Friday, either prior to 8:00 am or after 7:00 pm. On the final attempt at service, the process server must affix a copy of the summons and complaint to the door of Defendant's residence and mail a copy to said residence, such affixing and mailing to be effected within twenty (20) days of each other. The Affidavit of Service must clearly state process server's basis of belief that Defendant resides there. Where Defendant to be served is not able to be personally served, the process server shall make efforts to determine whether the Defendant is serving in the military and shall include that information in the Affidavit of Service.

17. Where Defendants reside in the same household as evidenced by a review of the addresses of each party listed on the summons and complaint, service by means other than to the individual summoned is not acceptable service, unless authorized by the Court or by the County. In cases (excluding nonexistent address cases) where service at a residence cannot be effectuated and such determination is based upon information acquired through due diligence, such effort shall be billed at the applicable attempted service rate.

18. Diligent care shall be taken by the Contractor and its employees to ascertain that the person to whom a copy of the paper is delivered, fi other than Defendant, is of suitable age and discretion. Contractor shall make reasonable inquiry of said individual as to his/her name, age, and relation to the Defendant. Contractor shall state the same in the Affidavit of Service.

19. In the case of service at a place of employment, which may only be made when specifically authorized by a representative of the County Attorney's Office, due diligence requires the process server to make no less than three (3) attempts at service on three (3) separate days, and at three (3) different times, during business hours of the specified place of employment, as well as conduct reasonable inquiry as to Defendant's position and hours of employment. On the final attempt, Contractor must affix a copy of the summons and complaint to the door of the business and either mail a copy of the summons and complaint to the person to be served at his or her last known residence, or mail the summons and complaint by first class mail to the person to be served at his or her actual place of business in an envelope bearing the legend "personal and confidential" and not indicating on the outside thereof, by return address or otherwise, that the communication is from an attorney, or concerns an action

against the person to be served, such affixing and mailing to be effected within twenty (20) days of each other. Contractor shall clearly state in the Affidavit of Service, all such information, as well as the name and title of any person Contractor speaks with in order to confirm Defendant's employment status. Such service shall be billed at an applicable substituted service rate.

20. Affidavits shall be required for all papers for which service is effectuated and, where service cannot be effectuated, Contractor shall return the summons and complaint to the County Attorney's office with notes detailing their attempts to make proper service.

21. Forms to be utilized by Contractor for Affidavits of Service shall be approved by the County Attorney's Office and Affidavits of Service submitted by Contractor on a form not previously approved by the County Attorney's Office will not be approved for payment.

22. Addresses are supplied without guarantee as to accuracy. Accordingly, prior to attempting service, reasonable and diligent efforts shall be made by the Contractor to ascertain and/or confirm the correct residential address of the Defendant. Such efforts shall include but not be limited to: Comparing the address on the summons with the address on the complaint; verifying the existence of the of the address in Cole's or a similar directory' inquiring with a minimum of two (2) people at the defendant's residence (or place of employment where permission to serve at the place of employment has been authorized by the County Attorney's Office), and whose names and addresses must be listed on the affidavit of service or attempted service, and inquiring with the landlord or superintendent at the defendant's residence, and asking questions regarding usual hours at the residence (or, where authorized, the place of employment, and the location of the actual place of employment), etc. Any and all such information obtained must be set forth on the Affidavit of Service or Attempted Service.

23. Should the address prove to be nonexistent (i.e., no such street or no such number), The Contractor shall only be paid at the rate listed for non-existent service on the bid sheet, whether or not service was attempted in the field.

24. The Contractor shall appear and testify for court hearings as required by the County Attorney's Office.

25. All travel expenses incurred by the Contractor, such as mileage and tolls, shall be borne by the Contractor and are included in the price fixed for service and for hearing.

26. All service of process fees mandated by the CPLR to effectuate service of process (e.g., witness fees, hospital record fees) shall be paid by the Contractor and reimbursement sought from the County by including the expenditure will the bill for service, as set forth in the Agreement, unless said fees have been provided to Contractor in advance by the county.

27. Should the County or Court reject an Affidavit of Service after payment has been made, the County shall have the right to reduce its next monthly payment by the amount previously paid for the rejected service.

28. Time is of the essence in all respects of the Agreement. The Contractor shall strictly adhere to all terms and conditions of the Agreement including, but not limited to, all time limit requirements regarding service. The County shall be under no obligation for payment for services not rendered in a timely fashion.

29. The Contractor shall be responsible for the conduct of its personnel. Should any process server not be able to perform his/her duties in a manner in accordance with the purpose, intent and meaning of the Agreement, and should the County Attorney, or his/her duly authorized representatives bring this to the attention of the Contractor, it is expected that the Contractor will act promptly to resolve the situation. The County Attorney shall have the right to request the removal of any personnel of the Contractor performing services pursuant to this Agreement and such request shall be honored by the Contractor forthwith.

30. Additional Information

a. All references to "days" herein shall be construed to refer to "business days" (Monday through Friday), except legal holidays.
b. All papers to be returned on the day before a government holiday are required to be returned to the County Attorney's Office by 12:00 p.m. on the business day prior to the government holiday.
c. Substituted service shall include all court ordered substituted service and such service shall be billed at the applicable substituted service rate.

APPENDIX B
COST PROPOSAL

For Nassau, Suffolk, Brooklyn, Queens, Staten Island, Bronx, and Manhattan

1.	Successful Serves (Personal, Substitute, Affix and Mail)	$51.00
2.	Attempted Unsuccessful Serves	$41.00
3.	Locate fee (after attempted service by speaking with occupants of address attempted)	$0.00
4.	Non-Existent Address Attempted service, County provides non-existent. And/or incorrect address	$41.00

For Westchester County

1.	Successful Serves (Personal, Substitute, Affix and Mail)	$75.00
2.	Attempted Unsuccessful Serves	$65.00
3.	Locate Fee	0.00
4.	Non-Existent Address Attempted service, County provides non-existent. And/or incorrect address	$65.00

For Out of NYS

1.	Successful Serves (Personal, Substitute, Affix and Mail)	$150.00
2.	Attempted Unsuccessful Serves	$150.00
3.	Locate Fee	$0.00

Within NYS In All Counties Not Previously Named

1.	Successful Serves (Personal, Substitute, Affix and Mail)	$106.00
2.	Attempted Unsuccessful	$106.00
3.	Locate Fee	0.00

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(c) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(d) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(e) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(f) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(g) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(h) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(i) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan and any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(j) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(k) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(l) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(m) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(n) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful,

the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(o) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement

or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lombardo-Scotti Agency, Ltd.
733 Yonkers Avenue
Suite LL2
Yonkers, NY 10704

CONTACT NAME:
PHONE (A/C, No, Ext): (914)963-7800 **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HISCOX INSURANCE COMPANY INC.	10200
INSURER B : PHILADELPHIA INDEMNITY INS CO.	23850
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
One World Judicial Services, Inc.
172 Brook Ave. Suite A
P.O. Box 93
Deer Park, NY 11729

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			P102.242.410.6	01/11/25	01/11/26	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR			P102.242.410.7	01/11/26	01/11/27	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Contractual Liability						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ incl
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liability (E&O)			PHSD1762175	01/11/25	01/11/26	$2,000,000	Each Claim
B	Professional Liability (E&O)			PHSD1850584	01/11/26	01/11/27	$2,000,000	Each Claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If required by written contract or permit the following are included as additional insued per form BOPE5422CW (0215): County of Nassau and the Nassau County Department of Social Services.

CERTIFICATE HOLDER
Nassau County
One West Street
Mineola, NY 11501

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
ONE WORLD JUDICIAL SERVICES INC
172 BROOK AVENUE, SUITE A
DEER PARK, NY 11729

1b. Business Telephone Number of Insured
631-667-8260

1c. Federal Employer Identification Number of Insured or Social Security Number
[redacted]

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Nassau County
One West Street
Mineola, NY 11501

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL255551

3c. Policy effective period
06/01/2025 to 05/31/2027

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 12/19/2025 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Wade Harrison, President

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

SCAN TO VALIDATE
AND SUBSCRIBE

^ ^ ^ ^ ^ ^ 113514845
LOMBARDO SCOTTI AGENCY, LTD
733 YONKERS AVENUE
SUITE LL2
YONKERS NY 10704

POLICYHOLDER	CERTIFICATE HOLDER
ONE WORLD JUDICIAL SERVICES INC 172 BROOK AVE SUITE A DEER PARK NY 11729	NASSAU COUNTY ONE WEST STREET MINEOLA NY 11501

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
I1457 826-4	244881	06/03/2026 TO 06/03/2027	6/1/2026

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1457 826-4, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 721723966

U-26.3

BRUCE A. BLAKEMAN
County Executive

THOMAS A. ADAMS
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY

TO: **Robert Cleary**
Director of Procurement Compliance

FROM: **Anthony Caruso**
Attorney's Assistant

DATE: **August 11, 2026**

SUBJECT: **Delay Memo – One World Judicial Services Inc.**

The goal of this memorandum is to document the reason for the delay in the renewal of the agreement between Nassau County (the "County") and **One World Judicial Services Inc.** (the "Contractor"), the company selected to provide the service of legal process in connection with the Nassau County Misdemeanor DWI Vehicle Forfeiture Program and with Family Court proceedings (the "Services").

Some delays were attributable to administrative issues and recertification of disclosure forms. Also, prior to packaging, some certificates needed to be updated. Upon receipt and verification that all was complete, the amendment was packaged, and the routing process began. Finally, while the amendment was routing, compliance reached out to request further updates to the disclosure forms.

I trust this memorandum satisfies your inquiry, and provides clarification for the administrative record, however, please do not hesitate to contact this office should you have any additional questions.

Anthony Caruso

_ ANTHONY CARUSO
Attorney's Assistant

Certified: --

E-118-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE SEPTEMBER 8, 2026 2:57 PM

NIFS ID: CFPW26000009

Capital: **X**

Contract ID #: **CFPW26000009**

NIFS Entry Date: **07/27/2026**

DPW Contract Number: **B90406-02DLK**

Department: Public Works

Service: **On Call Buildings Design- B90406-02DLK**

Term: **Four (4) years from the Commencement Date with the option to extend up to two (2) years**

Contract Delayed:

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**Yes**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **LKB Engineering, PLLC**	ID#:**331514945**
Main Address: **700 Hicksville Road** **Bethpage, NY 11714** Contract Specific Address: **For Remittance:** **LKB Engineering, PLLC** **700 Hicksville Road, Suite 210** **Bethpage, NY 11714**	
Main Contact: **David Macedonio**	
Main Phone: **(516) 210-8983**	

Department:
Contact Name: **Valiant Yeung**
Address: **NCDPW** **1194 Prospect Avenue** **Westbury, NY 11590**
Phone: **(516) 571-6881**
Email: **ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,lcaruso@nassaucountyny.gov,vyeung@nassaucountyny.gov**

Contract Summary

Purpose: The Department proposes to enter into a personal services agreement with the firm LKB Engineering to provide On-Call Building Design Services for the County's Building Construction Group in Emergency/time sensitive situations, whenever special expertise is required or when the scope of projects is such that a separate RFP for professional services is not warranted. The services may include study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, estimating, constructability review, design review, or any other services necessary to address a wide variety of building /infrastructure design, repair, and improvements as authorized by the Department.

Procurement History: The RFP was advertised in the NY Post, NYS Contract Reporter and posted to the County's website and from November 19, 2025, to December 19, 2025. Proposals were received from ten (10) firms on December 19, 2025. Following

the review, the technical rank was established, and the cost proposals were opened. As a result of the scoring, the top 5 firms, having the highest technical rating and proposed competitive fees, presented the best value to the County, and therefore were selected.

Description of General Provisions: Four (4) year contract with option to extend additional two (2) years. MBE 21%, WBE 3%, SDVOB 6%.

Impact on Funding / Price Analysis: The maximum amount for this contract is $3,000,000.00. Funding will be available on a project specific capital improvement basis. There is no guarantee that all or any of this amount shall be subsequently authorized and services provided.

Change in Contract from Prior Procurement: New procurement

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: PW-B90406-02D

Advertised On: 11/19/2025

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Proposals Due On: 12/19/2025

Number of proposals received: 10

Evaluation Committee members: Valiant Yeung, Architect III, Carmelo Mazza, Architect II, Mohammed Rahman, Electrical Engineer III, Joshua Neuman, Civil Engineer II

Pursuant to Executive Order No. 1 of 1993 as amended at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received along with the cost of each proposal. Following is a detailed explanation of why other than the lowest cost proposal offered best value to the County: Proposals were received from ten (10) firms on December 19, 2026. Following the review, the technical rank was established, and the cost proposals were opened. As a result of the scoring, the top 5 firms who represent the highest technical rating and having proposed competitive fees, presented the best value to the County, and therefore were selected.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00002	PWCAPCAP 00002 90406 000	01	$0.01
Project Number 90406 Project Detail 000								
						TOTAL		**$0.01**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$0.01
Other	$0.00
Total	**$0.01**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	07/27/2026 04:07PM	Approved
NIFS Final Approval	Loretta Dionisio	08/25/2026 08:27AM	Approved
Final Approval	Loretta Dionisio	08/25/2026 08:27AM	Approved
DPW			
Capital Fund Approval	Loretta Dionisio	08/25/2026 08:27AM	Approved
Final Approval	Loretta Dionisio	08/25/2026 08:27AM	Approved
County Attorney			
RE & Insurance Verification	Shannon Molloy	08/25/2026 09:34AM	Approved
Approval as to Form	Julie Silverstein	08/26/2026 05:20PM	Approved
NIFS Approval	Mary Nori	08/27/2026 04:45PM	Approved
Final Approval	Mary Nori	08/27/2026 04:45PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	08/25/2026 09:26AM	Approved
NIFA Approval	Christopher Nolan	08/27/2026 01:58PM	Approved
Final Approval	Christopher Nolan	08/27/2026 01:58PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	08/27/2026 05:09PM	Approved
DCE Compliance Approval	Robert Cleary	09/02/2026 05:41PM	Approved
Vertical DCE Approval	Arthur Walsh	09/08/2026 02:05PM	Approved
Final Approval	Arthur Walsh	09/08/2026 02:05PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	09/08/2026 02:45PM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND LKB ENGINEERING, PLLC

WHEREAS, the County has negotiated a personal services agreement with LKB Engineering, PLLC, to provide the County with building design services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an agreement with LKB Engineering, PLLC.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between

Nassau County, a municipal corporation having its principal office at 1 West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department"), and LKB Engineering, PLLC,, a New York corporation, having its principal address at 700 Hicksville Road, Bethpage, New York 11714 (the "Firm" or the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement;

WHEREAS, the Contractor desires to perform the services described in this Agreement;

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1) **Term**.

The term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the four (4) year anniversary of the Commencement Date. (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to years (2) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any task order issued to the Firm, prior to the expiration of date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2) **Services.**

A. The services and scope of work to be provided by the Contractor under this Agreement shall consist of but are not limited to:

i) Providing study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, constructability reviews, design reviews, surveys for County infrastructure, and other design related tasks on an as needed basis for various building and related projects, or to serve as an extension of County staff for various building and related projects. The scope of services required for a particular project will be identified, described in writing and distributed to the successful firms for consideration. Each firm will submit a proposal for review/evaluation by the Department. After review of the proposals, selection of a firm to provide the requested services and encumbrance of project funds, the firm selected will be directed in writing to commence work.

ii) The Scope of Services ("Scope") outlined has been established for the purpose of achieving and implementing program goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which support the goals of these job titles and compensation review and analysis. Examples of additional services may include material testing, sub-surface explorations, specialized environmental engineering, specialized structural engineering, specialized engineering related services, immediate corrective measures and inspections, etc.

B. The contractor will be required to provide reports to the County, as well as provide all findings and recommended actions to mitigate any issues found. All findings and recommended actions must include prioritization based on risk, factoring current intelligence into the risk level. The contractor will also be required to include guidance on how to remediate each item, as well as estimated internal staff hours needed to address each item. The contractor will not remediate any findings unless instructed by the County. The County will pursue recommended actions using the contractor's guidance as appropriate. The County will make all final decisions regarding their IT system operations.

C. Additional services are included as **EXHIBIT A.**

D. Renewal Services: Services to be provided during the renewal period shall be based on the results of the initial contract period services and current needs of the County.

3) **Payment**.

(a) **Amount of Consideration**. The maximum amount to be paid to the Contractor as full consideration for the Services and all Additional Services performed under this Agreement during the Initial Term and Renewal Term, shall not exceed Three Million ($3,000,000.00) DOLLARS (the "Maximum Amount"). The Maximum Amount is inclusive of any and all expenses and shall be payable as follows:

(b) **Vouchers; Voucher Review, Approval and Audit**. All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) **Timing of Payment Claims**. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) **No Duplication of Payments**. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the county.

(e) **Payments in Connection with Termination or Notice of Termination**. Unless a provision of this Agreement expressly states otherwise payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services

that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

4) **Non-Completion**. (omitted)

5) **Independent Contractor.** The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractors (a "Contractors Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6) No Arrears, Default and/or Claims. The Contractor represents it is not in arrears to the County upon any debt or contract and it is not in default as surety, Contractor, or otherwise upon any obligation to the County, including but not limited to any obligation to pay taxes to, or perform services for or on behalf of, the County.

7) **Compliance With Law**.
   (a) **Generally**. The Contractor shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures. Contractor's professional work product, including but not limited to drawings and specifications, shall comply with applicable law consistent with the Standard of Care (as defined below).
   (b) **Records Access**. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) to execute a confidentiality agreement, attached hereto as Exhibit A (the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to

disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the "Contract Package"), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of the Contractor to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.

8) **Prohibition of Gifts**. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

9) **Disclosure of Conflicts of Interest**. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

10) **Nassau County Living Wage Law**. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

A. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.

B. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

C. On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

11) **Vendor Code of Ethics**. By executing this Agreement, the Contractor hereby certifies and covenants that:

A. The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
B. All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
C. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
D. The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
E. The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement;
F. The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and
G. The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," ("MWBE") which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)
   i) In an effort to increase the utilization of minority, woman, veteran and Service-Disabled Veteran-Owned Business ("SDVOB") the County is implementing an overall target of 15% MWBE and 2% SDVOB participation in locally funded procurements. Each vendor and/or subcontractor agrees to cooperate and make its best efforts to assist the procuring Department and the Office of Minority Affairs ("OMA") in achieving this goal. Such best efforts may include, but are not limited to, providing upon request to OMA, information related to Contractor's utilization of SDVOB and MWBE. The County may utilize such information in determining the ability of the contractor to receive future awards.

12) **Minimum Service Standards**. Regardless of whether required by Law:
A. The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
B. The Contractor shall deliver services under this Agreement in a professional manner consistent with the professional skill and care ordinarily provided by design professionals in the same discipline practicing in the same locality under the same or similar circumstances ("Standard of Care").
C. The Contractor shall take all actions reasonably necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

13) **Right to Works/Ownership of Work Product/Copyright.**
A. Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non -exclusive, irrevocable, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works for purposes related to the project for which they were created. As used in

this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report,

data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.

B. The County retains sole ownership and all right, title, and interest in and to any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement.

C. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.

D. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to Section 101 Of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials other than work product, including but not limited to standard or typical details or designs, developed by Contractor before the date of the applicable task work order or developed after such date otherwise than in connection with this Agreement that may be used or incorporated in Contractor's work product produced under this Agreement. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.

E. the Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.

F. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement.

14) **Confidentiality**.

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information.

The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County, provided that Confidential Information may be disclosed to Contractor's directors, officers, employees, subconsultants, and advisors (including, but not limited to its attorneys, accountants, consultants, agents, and insurance or financial advisors) who (i) reasonably require access to such information in support of Contractor's legitimate business purposes and (ii) have been informed of the confidential nature of the confidential information and, by the nature of their position, pursuant to a written agreement, pursuant to a professional obligation or otherwise, are bound by confidentiality and non-use obligations at least as restrictive as those contained herein.

B. Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;

C. If applicable, Vendor and/or vendors employees/agents, subcontractors, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

D. **Data Protection.** Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects, transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.

E. The provisions of this Section shall survive termination of the Agreement.

15) **Indemnification; Defense; Cooperation.**

A. Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), to the extent caused by any negligent acts or omissions of the Contractor or any party for which it is legally responsible.

B. Intentionally omitted.

C. The Contractor shall and shall cause all of Contractor's Agent(s) to reasonably cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or the Contractor's Agent(s) in connection with this Agreement.

D. Intentionally omitted.

E. **Infringement Indemnification**. The Contractor shall indemnify and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") to the extent caused by Contractor's infringement, violation or unauthorized use of any copyright, trade secrets, or trademark , patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement that violates the Standard of Care. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.

(1) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined due to Contractor's infringement, violation or unauthorized use of any intellectual property in violation of the Standard of Care, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County.

(2) The foregoing provisions shall not apply to any infringement occasioned by modification by the County or any party acting for or on behalf of the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's prior written approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.

(3) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and take reasonable steps to secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

F. The provisions of this Section shall survive the termination of this Agreement.

16) **Insurance.**

A. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which

policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) aggregate coverage, (iii) workers compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, or, if the Contractor is exempt from New York State Workers' Compensation Insurance requirements, the Contractor shall provide the County with appropriate documentation evidencing such exemption, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation or exemption is granted in favor of the County of Nassau.

B. Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and reasonably acceptable to the County, and which is (ii) in form and substance reasonably acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

C. Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

17) **Assignment; Amendment; Waiver; Subcontracting**.

A. This Agreement and the rights and obligations hereunder may not be in whole or part and in accordance with General Municipal Law Section 109 (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

B. The Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and the Contractor's subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The County shall have no obligation to pay or to enforce the payment of any moneys to any Contractor subcontractors.

C. The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive.

18) **Termination**.

A. Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor (ii) for "Cause" by the County if Contractor fails to cure the alleged Cause within seven (7) days of receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and/or (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

B. As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

C. By the Contractor: This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

D. **Contractor Assistance Upon Termination**. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

19) **Accounting Procedures; Records**.

A. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

20) **Limitations on Actions and Special Proceedings Against the County.** No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

A. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary 6 moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

B. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

21) **Work Performance Liability**. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

22) **Data Breach**:

A. Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:

i) Date and time of the breach;
ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
iii) The nature and extent of the breach;
iv) The Contractor's proposed plan to investigate and remediate the breach.

B. Upon discovery by the Contactor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

C. The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.

D. The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.

23) **Consent to Jurisdiction and Venue; Governing Law**. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

24) **Notices**. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:

A. in writing to the above referenced addresses and in compliance with the below,

B. delivered or sent

i) by hand delivery, evidenced by a signed, dated receipt,

ii) postage prepaid via certified mail, return receipt requested, or

iii) overnight delivery via a nationally recognized courier service,

iv) deemed given or made on the date the delivery receipt was signed by a County employee, five (5) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and

(1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,

(2) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County,

(3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and

(4) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

25) **All Legal Provisions Deemed Included; Severability; Supremacy**.

A. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

B. In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

C. Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

D. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

26) **Section and Other Headings**. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

27) **Administrative Service Charge**. Unless exempted or excluded by law, the Contractor agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

28) **Executory Clause**. Notwithstanding any other provision of this Agreement:

A. **Approval and Execution**. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless:
   i) all County approvals have been obtained, including, if required, approval by the County Legislature, and
   ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

B. **Availability of Funds**. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

29) **Entire Agreement**. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

30) **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

31) Force Majeure. Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome

such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

32) **Non-Waiver:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but same shall remain in full force and effect. Acceptance by the County of any portion of the Work or the payment or any fees or reimbursements due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

33) **Participation By Political Subdivisions, "PIGGY BACKING" (IF APPLICABLE):** The successful vendor agrees that all political subdivisions of Nassau County and/or New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases thereunder.

New York State Law allows cooperative purchasing between public agencies. General Municipal Law 103, subdivision (16) allow political agencies "to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, ... as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein....." Such agencies that meet requirements of NYS GMU 103 may purchase from contracts established by the COUNTY. Unless Vendor declines on the offer submitted by the seller to the County, Vendor agrees to sell services defined in this agreement to other eligible government agencies. The COUNTY accepts no responsibility for the payment of the service price by other governmental agencies.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

LKB Engineering, PLLC

By: _____

Name: David Macedonio

Title: President

Date: 8/31/26

NASSAU COUNTY

By: _____

Name: _____

Title:

____, County Executive

(or) ___, Chief Deputy County Executive

(or) ___, Deputy County Executive

Date: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 31ST day of August in the year 2026 before me personally came David Macedonio to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of LKB Engineering, PLLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Sharon Frisina
NOTARY PUBLIC

SHARON FRISINA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01FR6000961
Qualified in Suffolk County
Commission Expires December 29, 2029

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____day of _____ in the year _____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

EXHIBIT A
ENGAGEMENT DELIVERABLES, ASSUMPTIONS, SCOPE OF WORK

DETAILED SCOPE OF SERVICES

ON-CALL BUILDING DESIGN SERVICES

1. Scope of Services:

Subject to the written direction, control and supervision of the Commissioner and encumbrance thereof by the County Comptroller for the required purpose, the Firm agrees to perform the specialized on-call operations assistance and design services, at various time periods, at any of the County's facilities.

The services to be provided by the Firm under this Agreement consist of "On-Call" Building Design Services for the County's Division of Engineering including, providing study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, constructability reviews, estimating, design reviews, surveys for County infrastructure, and other design related tasks on an as needed basis for various building and related projects, or to serve as an extension of County staff for various building and related projects, and any other design related engineering service.

The specific services required for each project will be more specifically set forth in a written request for a proposal and cost estimate which will be provided to the Firm when such services are needed by the County.

2. Notification

The Firm agrees to review the County's request within the specified time limit and provide the County with a written proposal and cost estimate based on the terms and conditions of this Agreement. The County reserves the right to accept or reject any proposal and estimate from the Firm. Additionally, the County is not required to assign any work to the Firm under this Agreement.

The Department reserves the right to extend the number of work-hours for specific assignments at any time during the assignment. The Department reserves the right to make multiple project assignments for the site-specific services. Further, the Department reserves the right to transfer or otherwise modify such specific assignments to another project on the site if deemed in their best interest.

3. Task Order (Mission) Procedures

This Agreement is an on-call services agreement. Nothing contained in this agreement, shall be deemed to assign, or guarantee assignment of, any work to the Firm. Any work that may be assigned to the Firm is subject to all the terms and conditions contained in this Agreement.

a) Task Order Issuance and Submission of Proposal - in the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the 'Mission") that provides a detailed description of the services required by the Department and the type of cost estimate it is requesting. Depending on urgency of the work, the Department may send the Task Order to the Firm for a response within a week. Under normal circumstances if the Task order is sent to the Firm, the Firm shall:

1) Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department's issuance of the Task Order; and

2) Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (i) (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (i)(B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order and (ii) the total time the Firm will require to complete the work described in the Task Order.

(b) Department review of Proposal and Cost Proposal:

1) The Department shall review the proposal and the Department may, in its sole and absolute discretion, (i) select the Firm to provide the requested services or a part of the service, (ii) reject the Proposal or (iii) request modifications to the proposal and grant additional time for the submission of a revised Proposal.

2) The Commissioner shall notify the selected Firm in writing of the Department's determination if the Proposal is accepted by the Department. The Department will issue a notice to proceed setting forth a start date and any additional terms and conditions that may apply.

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EXHIBIT B

PAYMENT SCHEDULE

ON-CALL BUILDING DESIGN SERVICES

Payment(s) to the Firm for all services under this Agreement that are authorized by the Department shall be made in accordance with Section 3 of this Agreement and further described below:

1. SERVICES

(a) Payment for services under this agreement shall be made (i) on the basis of a lump sum; or (ii) the actual salaries paid to the approved technical personnel engaged in performing the service as set forth in the Maximum Hourly wage Rate schedule as defined below, exclusive of payroll taxes, insurance, and any and all fringe benefits, times the multiplier; or (iii) the terms delineated for the specific assigned task. The method of determining compensation shall be established for each project as set forth in the Department's written Task Order.

(b) Sub-consultants and Special Consultants

Sub-consultants or Special Consultants engaged by the Firm, as submitted in the proposal or with the prior written consent of the Commissioner, shall be compensated on the same basis as provided herein for employees of the firm unless the Firm has been approved to utilize a Sub-consultant or Special Consultant that has a firm multiplier that is below that stated above for the Firm. The Firm shall be reimbursed the actual cost of the fees of the Sub-consultant or Special Consultant. The Firm shall first obtain the approval of the Commissioner before retaining any special consultant for services other than any of the services for which the Firm has claimed skill and experience forming the basis of this agreement.

2. MAXIMUM HOURLY WAGE RATE SCHEDULE:

The "Maximum Hourly Wage Rate Schedule" annexed hereto and made a part hereof as Appendix "A" shall list the job classifications and maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate schedule shall be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work or night differential, if applicable, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule. Notwithstanding the foregoing, the maximum

billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed two hundred and twenty-five dollars ($225.00) per hour.

{Remainder of page intentionally left blank}

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

Definitions:

As used in this Appendix EE the term **"Executive Director"** shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term **"Subcontract"** shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term **"Subcontractor"** shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

As used in this Appendix EE the term **"Best Efforts Checklist"** shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term **"County Contract"** shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term **"County Contractor"** means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE **"Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises"** shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid

documents.

Rule:

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

A. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

B. At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

C. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

D. The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

E. The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

F. Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

G. Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

H. At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

I. In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

J. Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

K. A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

L. The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

i) Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

ii) If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

iii) Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

M. The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The ~~chief executive officer~~ President of the Contractor is:
   David Macedonio (Name)
   700 Hicksville Rd, Suite 210, Bethpage, NY 11714 (Address)
   516-210-8983 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ (HAS) X (HAS NOT) been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:
   _____
   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action ____ (HAS) X (HAS NOT) been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:
   _____
   _____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

8/31/26
Dated

Signature of ~~Chief Executive Officer~~ President

David Macedonio
Name of ~~Chief Executive Officer~~ President

Sworn to before me this
31ST day of August, 2026.

Sharon Frisina
Notary Public

SHARON FRISINA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01FR6000961
Qualified in Suffolk County
Commission Expires December 29, 2029

Non-Disclosure Agreement (NDA)
(If Applicable)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made effective as of this 31ST day of August, 2026 by and between the County of Nassau acting by and through its Department of _____ ("Disclosing Party" or "County") and LKB Engineering, PLLC ("Recipient" or "Contractor"), including each of their subsidiaries, successors and assigns.

WHEREAS, County and Contractor have entered into Nassau County contract number B90406-02DLK for On-Call Buildings Design ("Agreement"); and

WHEREAS, County require that the Contractor assigned to work on County projects acknowledges the obligations of confidentiality and non-disclosure applicable to the Contractor pursuant to the Agreement.

NOW, THEREFORE, the Contractor acknowledges the following:

Term.
The confidentiality obligations set forth herein shall survive (i) termination of the Agreement.

Confidential Information.

(a) The Contractor acknowledges and understand that all records, reports, information, and data as further identified below ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Contract or as required by Law.

(b) The Contractor acknowledges and understand that in connection with performance under Agreement Contractor may have access to and/or be in possession of confidential information of County ("Confidential Information"). Confidential Information shall mean all information both tangible and intangible information and materials belonging to the County or in the County's possession that are of a confidential or proprietary nature, whether or not marked or identified as such, and are disclosed or made accessible to the Contractor, including, but not limited to:

(i) trade secrets, processes, business, financial information and technical information and data, disclosed orally, visually, in writing, electronic media or by any other means;

(ii) all non-public information concerning the programs, processes, statistics, research, development, strategic plans, or the like with respect to the operations and activities of the County;

(ii) all information concerning the County's computer systems and technology, including, but not limited to, information concerning current and future hardware, software, configurations, operations, networks, computing facilities and locations, processes, research, projects, designs, and specifications;

(iv) all non-public information concerning current and/or former County employees, contractors and/or vendors, and members of the public;

(v) all information that the County receives from third parties if the County is subject to a duty to keep such information confidential;

(vi) all original and copied notes, memoranda, or other records and documentation of the Contractor to the extent relating to, derived from, and/or incorporating any County Confidential Information;

(viii) all information marked or identified as "confidential" or "proprietary" in written or electronic form when disclosed and/or made accessible to the Contractor or its designee.

Non-Disclosure

(a) The Contractor shall maintain all County Confidential Information in strict confidence and cause Contractor employees, agents, advisors, and subcontractors to maintain County Confidential Information in strict confidence. The Contractor acknowledges and understand that Contractor is obligated to hold in confidence, in the same manner as Contractor holds Contractor's own confidential information of like kind, all Confidential Information to which Contractor may have access under the Agreement; provided that in no event shall the Contractor exercise less than reasonable care to protect the Confidential Information. If necessary to provide services under the Agreement, Contractor may disclose Confidential Information received under this Agreement to employees, subcontractors, advisors (including but not limited to attorneys, accountants, or insurance advisors), or agents with a need to know, provided that any Contractor employee, subcontractor or agent is bound to protect such Confidential Information from unauthorized use and disclosure under the terms of a written agreement, pursuant to a professional obligation, or otherwise, provided that such obligation is at least as stringent as those of the Contractor's obligations under the Agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the County.

(b) The Contractor acknowledges and understand that Contractor shall not use the Confidential Information for Contractor's own benefit or for the benefit of any third party, except as expressly permitted or directed by authorized County management.

(c) Except as specifically agreed in writing by the County or agency head, the Contractor shall not disclose any County Confidential Information to any entity outside the United States, or store or transmit any County Confidential Information outside the United States, other than County Confidential Information that is in electronic form and is transmitted or stored on a momentary basis as may be inherent in electronic transmission between locations within the United States.

Compliance with Laws

The Contractor shall comply with all applicable Federal, State and local Laws governing the confidentiality and privacy of Information. As used in this Non-Disclosure Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. In the event of any inconsistency or conflict between the provisions of this NDA and the provisions of applicable Laws governing the confidentiality and privacy of Information (e.g. personal information of County employees), the provisions of applicable Laws shall take precedence.

Exclusions

Excluding that information required by law to be protected, the foregoing shall not prohibit or limit Contractor's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of the Agreement.

Reporting
Contractor shall notify the County of any request for Information or access to Information that is unrelated to the performance or administration of the Agreement.

Ownership
All Information, except the Contractor's proprietary information, to which the Contractor has access is at all times the sole property of the County. The Contractor shall not have any right, title or interest to such material and shall not sell, transfer or otherwise make available to third parties except as provided in this NDA or the Agreement. All reports, notes, memoranda, notebooks, drawings and any other Information developed, received, compiled or delivered to the Contractor, regardless of the source of Information, shall be maintained only for the time necessary to provide services under the Agreement and shall be returned to the County at the termination of the Agreement or destroyed at the direction of the County. Destruction shall be deemed to include the purging of all Information from all equipment and media storage created or used in performance of the Agreement.

Performance
(a) Except to the extent necessary to provide services under the Agreement and with the consent of the County, the Contractor shall attach or load any additional hardware or software to County equipment. The Contractor shall use only those access rights and shall access only Information authorized by the County.

(b) The Contractor acknowledges and understand that Contractor shall comply with County's published computer and information security policies and practices which are made available to Contractor.

Assignment.
The Contractor shall not assign or subcontract its obligations under this NDA.

Breach.
The Contractor acknowledges that breach of this NDA may give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. Additionally, the Contractor shall indemnify and hold harmless the County and its officers, agents and employees from all suits, actions, damages and costs of every name and description caused by the acts or omissions of the Contractor and/or Contractor's employees, agents or subcontractors in violation of the terms and conditions of this NDA.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date set forth below.

CONTRACTOR: LKB Engineering PLLC

By: _____
Name: David Macedonio
Title: President
Date: 8/31/26

COUNTY OF NASSAU

By: _____
Name: _____
Title: _____
Date: _____

Confidentiality Agreement
(If applicable)

I David Macedonio (insert name), am a (please circle one) subcontractor / agent / employee / director / officer / other _____ of the Contractor LKB Engineering PLLC (the "Contractor"). I understand that I will be performing services in furtherance of an agreement between the Contractor and Nassau County (the "County") related to the contracted services (the "Agreement"). I understand, acknowledge, and agree that all records, information, and data ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. I agree to reasonably safeguard any Information as to prevent disclosure to any unauthorized person. I understand and agree that the terms of this Confidentiality Agreement shall continue after I am no longer performing services related to the Agreement, and I shall continue to abide by such terms of this Confidentiality Agreement in perpetuity. I understand that failure to comply with these requirements may result in disciplinary action, termination, civil liability, and/or criminal prosecution, as well as any other penalties provided by law. This Confidentiality Agreement shall be governed and construed in accordance with the Laws of New York State.

(Individual's Signature)

David Macedonio
(Individual's Printed Name)

LKB Engineering PLLC
(Entity for which Individual is an employee or agent)

8/31/26
(Date)

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: LKB Engineering, PLLC

2. Amount requiring NIFA approval: $3,000,000.00

Amount to be encumbered: $0.01

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to Four (4) years from the Commencement Date with the option to extend up to two (2) years
Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)	
Capital Improvement Fund (CAP)	X	Other	
Federal %	0		
State %	0		
County %	100		

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	Yes
Has the County Legislature approved the borrowing?	Yes
Has NIFA approved the borrowing for this contract?	No

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The Department proposes to enter into a personal services agreement with the firm LKB Engineering to provide On-Call Building Design Services for the County's Building Construction Group in Emergency/time sensitive situations, whenever special expertise is required or when the scope of projects is such that a separate RFP for professional services is not warranted. The services may include study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, estimating, constructability review, design review, or any other services necessary to address a wide variety of building /infrastructure design, repair, and improvements as authorized by the Department.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN 08/27/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
David Macedonio [DMACEDONIO@LKB-ENGINEERING.COM]

Dated: 04/24/2026 04:39:06 pm

Vendor: LKB Engineering PLLC

Title: President

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 05/01/2026

1) Proposer's Legal Name: LKB Engineering, PLLC

2) Address of Place of Business: 700 Hicksville Road, Suite 210

City: Bethpage State/Province/ Territory: NY Zip/Postal Code: 11714

Country: US

Address: 1 Aerial Way

City: Syosset State/Province/ Territory: NY Zip/Postal Code: 11791

Country: US

Start Date: 10/23/2024 End Date: 01/31/2026

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number:

5) Federal I.D. Number: [redacted]

6) The proposer is a: Other (Describe) PLLC

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Executive management and legal counsel review all contracts for conflicts of interest. In the event of a potential conflict or the appearance of a conflict of interest, the County will be notified and the issue resolved to the

satisfaction of the County.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

10/17/2024

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

David Macedonio - President - [redacted]
Andrew Chagnon - CEO - [redacted]

iii) Name, address and position of all officers and directors of the company. If none, explain.

David Macedonio - President - [redacted]
Andrew Chagnon - CEO - [redacted]

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

65

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

LKB Engineering, PLLC is a full-service consulting engineering firm headquartered on Long Island. LKB Engineering has recently transitioned from its previous name and business known as Lockwood, Kessler & Bartlett, Inc, Same management, staff and services continue. LKB provides our clients with a range of professional engineering services which include, but are not limited to Structural Engineering, Civil/Transportation Engineering, Environmental Engineering, Site Development/Landscape Architecture, and Construction Management and Inspection Services. Today, LKB serves various municipalities, agencies, and private clients. We pride ourselves as a one-stop source for professional engineering and construction inspection services. For more detailed/relevant information, please see the project-specific technical proposal.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

1

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Over the last several decades, LKB Engineering staff and leadership operating under our predecessor company, Lockwood, Kessler & Bartlett, Inc, has provided a variety of services to Nassau County Department of Public Works as well as other clients, including the Town of Oyster Bay, Town of Hempstead, Town of North Hempstead, Suffolk County Department of Public Works, New York State Department of Transportation, Port Authority of New York & New Jersey, and New York State Office of Parks, Recreation and Historic Preservation. We are recognized throughout the region as a leader in providing consulting engineering services. With our headquarters in Nassau County, we can continue to provide the local staff and local presence necessary for the successful completion of work required by the County. We are familiar with the Nassau County region, as well as with the county's procedures and requirements. In addition, LKB has a long-standing history of successfully completing projects by meeting and exceeding county goals and expectations.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Town of Oyster Bay, Dept. of Public Works		
Contact Person	Richard Lenz, P.E., Commissioner		
Address	150 Miller Place		
City	Syosset	State/Province/Territory	NY
Country	US		
Telephone	(516) 667-5124		
Fax #			
E-Mail Address	rlenz@oysterbay-ny-gov		

Company	Suffolk County Dept. of Public Works		
Contact Person	Alexander Prego, P.E., Chief Engineer		
Address	335 Yaphank Avenue		
City	Yaphank	State/Province/Territory	NY
Country	US		
Telephone	(631) 852-4001		
Fax #			
E-Mail Address	alexander.prego@suffolkcountyny.gov		

Company	Westchester County Dept. of Public Works		
Contact Person	Jennifer Sicuranzo		
Address	148 Martine Avenue, Room 512		
City	White Plains	State/Province/Territory	NY
Country	US		
Telephone	(914) 995-1998		
Fax #			
E-Mail Address	jmsx@westchestergov.com		

I, David Macedonio , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, David Macedonio , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: LKB Engineering PLLC

Electronically signed and certified at the date and time indicated by:
David Macedonio DMACEDONIO@LKB-ENGINEERING.COM

President
Title

05/01/2026 11:41:59 am
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: David Macedonio
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 700 Hicksville Road, Suite 210
   City: Bethpage State/Province/ Territory: NY Zip/Postal Code: 11714
   Country US
   Telephone: 5162108983

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	10/17/2024	Treasurer	
Chairman of Board		Shareholder	10/17/2024
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	10/17/2024
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   [redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   Business start/operating loan

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Officer position as CEO of Lockwood, Kessler & Bartlett, Inc

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

As previous CEO of Lockwood, Kessler, Bartlett, Inc NYSDOT and NY Counties and local towns awarded engineering design contracts and construction inspection projects to the firm.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, David Macedonio , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, David Macedonio , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

LKB Engineering PLLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
David Macedonio DMACEDONIO@LKB-ENGINEERING.COM

President

Title

04/24/2026 04:50:47 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Andrew Chagnon
   Date of birth: [redacted]
   Home address: [redacted]

   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 700 Hicksville Road, Suite 210

   City: Bethpage State/Province/ Territory: NY Zip/Postal Code: 11714
   Country US
   Telephone: 5169380600

   Other present address(es):

   City: Natick State/Province/ Territory: MA Zip/Postal Code: 01760
   Country: US
   Telephone: 7742800163

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	10/17/2024
Chief Exec. Officer	10/17/2024	Secretary	
Chief Financial Officer		Partner	10/17/2024
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   [redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   Start up and operation loans.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Andrew Chagnon , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Andrew Chagnon , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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LKB Engineering PLLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Andrew Chagnon ACHAGNON@LKB-ENGINEERING.COM

CEO

Title

04/27/2026 04:18:51 pm

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: LKB Engineering, PLLC

Address: 700 Hicksville Road, Suite 210

City: Bethpage State/Province/Territory: NY Zip/Postal Code: 11714

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Ltd. Liability Co (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

David Macedonio - President - [redacted]
Andrew Chagnon - [redacted]
same for Question #4

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

NA

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

NA

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NA

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
David Macedonio [DMACEDONIO@LKB-ENGINEERING.COM]

Dated: 04/24/2026 04:53:43 pm

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/18/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Baldwin Group Specialty Industry, LLC 1 Liberty Square, Ste 1120 Boston MA 02109 License#: 81-5312874	**CONTACT NAME:** Moira Davis **PHONE (A/C, No, Ext):** 908-566-1010 **FAX (A/C, No):** 908-566-1020 **E-MAIL ADDRESS:** certs.construction@baldwin.com
INSURED LKB Engineering, PLLC 700 Hicksville Rd STE 210 Bethpage NY 11714 LKBENGI-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Charter Oak Fire Insurance Com — 25615 **INSURER B :** The Travelers Indemnity Compan — 25658 **INSURER C :** Travelers Property Casualty In — 36161 **INSURER D :** Hartford Fire Insurance Compan **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** [redacted] **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			[redacted]	12/2/2025	12/2/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ 1,000,000 $ $ $
B	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			[redacted]	12/2/2025		COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			[redacted]		12/2/2026	EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
D				[redacted]	12/2/2025	12/2/2026	Each Occurrence/Agg	3,000,000

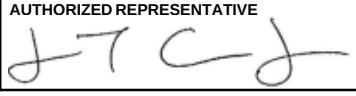
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) LKB Engineering 700 Hicksville Suite 210 Bethpage, NY 11714 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County 1550 Franklin Ave. Mineola, NY 11501	3a. Name of Insurance Carrier Indemnity Insurance Co. of North America 3b. Policy Number of Entity Listed in Box "1a" [redacted] 3c. Policy effective period 10/01/2025 to 10/01/2026 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Patrick O'Farrell
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Patrick D. O'Farrell 05/11/2026
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 913-652-7500

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17) www.wcb.ny.gov

Acct #: 3135234

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

LKB Engineering
700 Hicksville Road, Suite 210
Bethpage, NY 11714

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

516-938-0600

1c. Federal Employer Identification Number of Insured or Social Security Number

[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

Nassau County
1550 Franklin Ave.
Mineola, NY 11501
DOO: RE: Contract B90406-02DLK On-Call Buildings Design

3a. Name of Insurance Carrier

Metropolitan Life Insurance Company
NAIC #65978

3b. Policy Number of Entity Listed in Box 1a

[redacted]

3c. Policy Effective Period:

January 1, 2026 to **December 31, 2026**

4. Policy provides the following benefits:
- [x] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed: **May 12, 2026** By: *Natassia Harris*

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number **spu_group_contracts@metlife.com** Name and Title: **Natassia Harris, State Plan Consultant**

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

CONFIDENTIAL

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: March 23, 2026

SUBJECT: "On-Call" Building Design Services: Building Construction Group
Recommendation of Firms for Design Services

Nassau County Department of Public Works (NCDPW) intends to procure a firm(s) to provide "On-Call" Building Design Services for DPW's Building Construction Group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted. These services could potentially include study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, estimating, constructability review, design review, or any other services necessary to address a wide variety of building/infrastructure design, repair, and improvements/issues as authorized by the Department.

The County received ten (10) responses to the "Request For Proposals" (RFP).

The technical proposals were evaluated by professional staff within the Department by Valiant Yeung, Architect III, Carmelo Mazza, Architect II, Mohammed Rahman, Electrical Engineer III and Joshua Neuman, Civil Engineer II.

The results of the Technical Evaluation including Cost Proposals are indicated in the attached table.

In our professional judgment, the top five (5) firms, having received a technical rating above 81.0 and being capable of diversified building design services, present the best value to the County. Furthermore, it is the Department's recommendation that each of the top five (5) firms be retained to provide On-Call Building Design Services.

Funding for these professional services will be available on a project specific capital improvement basis. If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

Joseph J Pecora P.E.

for Michael Kwaschyn
Commissioner

MK:DT:jd
c: Douglas Tuman, Deputy Commission
Jane Houdek, Attorney for Public Works
Valiant Yeung, Architect III
Carmelo Mazza, Architect II
Mohammed Rahman, Electrical Engineer III
Joshua Neuman, Civil Engineer II

APPROVED:

3/24/26

Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

TECHNICAL RATING SUMMARY
RFP for On Call Buildings Design
B90406-02D

Rated By: Valiant Yeung, Carmelo Mazza, Mohammed Rahman, Joshua Neuman

Department: DPW

Date: 11-Mar-26

Firm name	Main Contact	Total	Average	Rank	Fee proposal Multiplier
LiRo Architect + Planners, P.C.	Nancy Malicki (516) 938-5476	368	92	1	2.80
D&B Engineers & Architects	Kelly Pedone (516) 364-9890	343	85.75	2	2.80
Spector Group	Linda Bauer (516) 365-4240	337	84.25	3/4	2.70
LKB Engineering	David Macedonio (516) 210-8983	337	84.25	3/4	2.75
H2M Architects + Engineers	Jamie Pizzardi (631) 756-8000	328	82	5	3.00
Cashin Associates	Kate Kelly (631) 348-7600	322	80.5	6	2.70
IMEG	Jessica Harrison (571) 325-5255	320	80	7	2.75
MP Engineers	Mahendra Patel (212) 736-1100	302	75.5	8	
Parikh Architectural P.C.	Bina Parikh (718) 473-5126	136	34	9	
Quick Quality Home Inspection, LLC	George Burrus (347) 628-2006	89	22.25	10	

Request to Initiate - R26-0229 (P26-0106 - B90406-02DLK - On Call Buildings Design - LKB Engineering, PLLC)

RTI Status	**Active**
Request Type	**RFP**
Service Requested	**B90406-02DLK - On Call Buildings Design - LKB Engineering, PLLC**
Justification	**Nassau County Department of Public Works (NCDPW) intends to procure a firm(s) to provide "On-Call" Building Design Services for DPW's Building Construction Group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted. These services could potentially include study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, estimating, constructability review, design review, or any other services necessary to address a wide variety of building/infrastructure design, repair, and improvements/issues as authorized by the Department.**

Requested By	**Public Works**	Project Manager	**Valiant Yeung**
Project Cost for this Phase / Contract	**Design**		
PIR Phase Amount Listed	**3,000,000.00**	Phase Cost	**0.01**
Total Project Cost	**$3,000,000.00**		
Start Work	**11/01/2026**	Duration	**60 months**
Renewal Options			
Procurement Method			
Procurement Method Reason			
Priority Justification			

Funding Source

Funding Type	Capital Project	Capital Detail	Funding Code	County	Federal (Direct)	Federal (Pass Thru State)	State	Other	Created On	Created By
Capital	90406 - Various County Facilities - Design	000	PWCAPCAP	0.01		0			08/06/2026	James Woytysiak

State Environmental Quality Review Act

Type II Action

Supplemental Environmental Documentation

Outsourcing Questionnaire

Question	Answer
What is the duration of the project if done inhouse? • Employee / Man Hours • Number of DaysShow calculations.	
What is the duration of the project if out sourced?	
What is the priority of the project? (Emergency, High, Medium, Low)	
Is the project subject to seasonality?	
What is the project cost of the project in done in-house? • Labor • MaterialsShow calculation if possible.	
What is the project cost of the project if outsourced?	
Does this require a specific skill set not currently within the County work force?	
Does the Title exist to perform the function?	
Does the skill set require specific training?	
Does the Skill set require certification certificates?	
Are continuing education credits required to maintain certification?	
Is this a task that must be performed often?	
Do County employees always perform this function?	
If County employees do not normally perform the function, please specify why?	
If County employees normally perform the function why is DPW choosing to outsource?	
Is there associated risk liability that would necessitate outsourcing?	
Is the project paid via outside funding?	
Does the outside funding require outsourcing for it to be reimbursed?	

Approvals

Request Submitted	**James Woytysiak**	**08/06/2026 02:50 pm**
Funding Added	**See Funding Source Tab**	
Capital Funding Approved	**James Woytysiak**	**08/06/2026 02:55 pm**
AIM Entered	**Deanna Funk**	**08/07/2026 06:18 am**
Time Sheet Code	**26-0229**	
Commissioner Approved	**Douglas Tuman**	**08/11/2026 05:16 pm**
DCE / Ops Approved	**Eleftherios Sempepos**	**08/12/2026 10:46 am**

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Valiant Yeung, Architect III

FROM: Office of the Commissioner

DATE: September 9, 2025

SUBJECT: CSEA Sub-Contracting Approval
C25-0191 Contract Number: B90406-02D
"On-Call" Building Design Contract

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C25-0191.**

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

Sean McBride
Deputy Commissioner

SM:las
c: Michael Kwaschyn, Commissioner
Douglas Tuman, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Robert Labaw, Chief Architect

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS

C25-0191

Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Kris Kalender, President

FROM: Department of Public Works

DATE: September 3, 2025

SUBJECT: CSEA Notification - Proposed DPW Contract Agreement
"On-Call" Building Design Contract
Proposed Contract No: B90406-02D

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:
   Architectural / Engineering Services

2. The work involves the following:

   Providing "On-Call" Building Design Services for
   DPW's Building Construction Group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted.

3. An estimate of the total cost is: $500,000.00

4. An estimate of the duration is: Twenty-four (24) Months

Should you wish to propose an alternative to the proposed work order, please respond within ten (10) days to: Department of Public Works, Att: Sean McBride, Deputy Commissioner, telephone 1-6887, fax 1-9657.

Sean McBride
Deputy Commissioner

SM:DT:jd
c: Melissa Gallucci, Commissioner, Shared Services
Ross Bratin, Deputy Director, Office of Labor Relations
Douglas Tuman, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Yansick, Unit Head, Financial Unit
Tracy Ritchie, Unit Head, Human Resources Unit
Robert Labaw, Chief Architect,
Valiant Yeung, Architect III, Project Manager
Elizabeth Cotton, Special Assistant, Office of Labor Relations

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

David Macedonio President — 4/24/26

Name and Title of Authorized Representative — m/d/yy

Signature — 4/24/26 Date

LKB Engineering, PLLC

Name of Organization

700 Hicksville Rd, Suite 210, Bethpage, NY 11714

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

APPENDIX U

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED DBE/MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	LKB Engineering, PLLC
Address (street/city/state/zip code):	One Aerial Way, Syosset, NY 11791
Authorized Representative (name/title):	David Macedonio, PE - President
Authorized Signature:	
Contract Number:	RFP No. PW-B90406-02D
Contract/Project Name:	"On-Call" Building Design
Contract/Project Description:	Services may involve but not limited to providing study, investigation, engineering, architectural/ design/planning, CAD drafting, scheduling, constructability review, design review, surveys for County infrastructure, and other design related tasks on an as needed basis to address a wide variety of potential building improvements or issues.

Part 2- Projected DBE/MBE/WBE/SDVOB Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	TBD		
Total DBE Dollar Amount	TBD	DBE Contract Percentage	N/A
Total MBE Dollar Amount	TBD	MBE Contract Percentage	21%
Total WBE Dollar Amount	TBD	WBE Contract Percentage	3%
Total SDVOB Dollar Amount	TBD	SDVOB Contract Percentage	6%
Total Combined M/WBE/SDVOB Dollar Amount	TBD	Combined M/WBE/SDVOB Contract Percentage	30%

Part 3- DBE Information (use additional blank sheets as necessary):

DBE Firm	Description of Work (DBE)	Projected DBE Contract Amount ($) and Award Date	DBE Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 4- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: Domingo Gonzalez Associates, Inc. Address: 29 Broadway, 3rd Floor City: New York State/Zip Code: NY, 10006 Authorized Representative: Domingo Gonzalez Telephone No. 212-608-4800	Lighting Design Services	Amount ($): TBD Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: LHP Architects, PLLC Address: 12 West 37th Street Fl. 8 City: New York State/Zip Code: NY, 10018 Authorized Representative: Antonio Figueroa, AIA RIBA, DBIA Telephone No. 212-334-2600	Architectural Services	Amount ($): TBD Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Hirani Engineering and Land Surveying, D.P.C. Address: 120 West John Street City: Hicksville State/Zip Code: NY, 11801 Authorized Representative: Neil Hirani, COO Telephone No. 516-248-1010	Land Surveying Geotechnical Engineering	Amount ($): TBD Award Date: TBD	Start Date: TBD Completion Date: TBD

Part 5- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Jablonski Building Conservation, Inc. Address: 40 West 27th Street, 12th Floor City: New York State/Zip Code: NY, 10001 Authorized Representative: Mary Jablonski Telephone No. 212-532-7775	Historic Preservation	Amount ($): TBD Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Project Cost Associates, Inc. Address: 240 Hillside Avenue City: Hillside State/Zip Code: NJ, 07205 Authorized Representative: Festus Ezeji, MS Telephone No. 973-441-9023	Cost Estimating Services	Amount ($): TBD Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 6- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount ($) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Cavarly Engineering, P.C. Address: 390 Rabro Drive, Suite E City: Hauppauge State/Zip Code: NY, 11788 Authorized Representative: Pablo Rodriguez, PE Telephone No. 631-345-7460	Electrical and Civil	Amount ($): TBD Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Certified: --

E-119-26

NIFS ID: CFPW26000010

Capital: **X**

Contract ID #: **CFPW26000010**

NIFS Entry Date: **08/19/2026**

DPW Contract Number: **H63029-26CM**

Department: Public Works

Service: **H63029-26CM Construction Mgmt. Bannister Creek Bridge Rehab-PIN 0762.06**

Term: **Two (2) years from Commencement Date with Option to Extend Until Project Closeout**

Contract Delayed:

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**Yes**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **M&J Engineering**	ID#:**300284495**
Main Address: **2003 Jericho Turnpike** **New Hyde Park, NY 11040** Contract Specific Address: **M&J Engineering, P.C.** **2003 Jericho Tpke** **New Hyde Park, NY 11040**	
Main Contact: **MOHAMMAD MALIK**	
Main Phone: **(212) 203-6574**	

Department:
Contact Name: **Saji Varughese**
Address: **Nassau County Dept. of Public Works** **1194 Prospect Ave** **Westbury, NY 11590**
Phone: **(516) 571-9651**
Email: **Ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,lcaruso@nassaucountyny.gov,svarughese@nassaucountyny.gov**

Contract Summary

Purpose: This contract is necessary to provide Professional Construction Management and Inspection Services for the Highway Bridge Construction Group for the Rehabilitation of Bannister Creek Bridge. The contract will provide one resident/office manager, one inspector and a CPM scheduler to manage the construction contract. This is associated with Federally funded project PIN 0762.06.

Procurement History: The RFP was posted on the County's Procurement website, New York State Contract Reporter and in the New York Post on March 20, 2026. The County received eighteen (18) responses to the Request for Proposals (RFP) on June 18, 2026, and all eighteen (18) proposals were eligible for review. M&J Engineering and LKMA were the top two technical scored firms, and their scores were 93.00 and 92.67, respectively. Since their technical scores were within one point from each other, TRC

decided to open cost proposals from these top two firms. M&J Engineering's proposed cost was lower than LKMA cost, and TRC decided to recommend M&J Engineering to perform CMI services for this project.

Description of General Provisions: Construction Management Services contract duration two (2) years with an option to extend until construction contract closeout. DBE goal is 0% per Federal requirements.

Impact on Funding / Price Analysis: The maximum contract amount is $1,275,800.00. This is associated with Federal Aid Local Project PIN 0762.06. Funds are from Capital Project 63029.

Change in Contract from Prior Procurement: New procurement.

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: PW-H63029-26CM

Advertised On: 03/20/2026

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Proposals Due On: 06/18/2026

Number of proposals received: 18

Evaluation Committee members: Juan Medina, Civil Engineer IV, Gijo Varghese, Civil Engineer IV, Adrea Pereira, Civil Engineer II.

Pursuant to Executive Order No. 1 of 1993 as amended at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received along with the cost of each proposal.

Following is a detailed explanation of why other than the lowest cost proposal offered best value to the County:

The County received eighteen (18) responses to the Request for Proposals (RFP) on June 18, 2026, and all eighteen (18) proposals were eligible for review. M&J Engineering and LKMA were the top two technical scored firms, and their scores were 93.00 and 92.67, respectively. Since their technical scores were within one point from each other, TRC decided to open cost proposals from these top two firms. M&J Engineering's proposed cost was lower than LKMA cost, and TRC decided to recommend M&J Engineering to perform CMI services for this project.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00003	PWCAPCAP 00003 63029 206	01	$1,275,800.00
Project Number 63029 Project Detail 206								
						TOTAL		**$1,275,800.00**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$1,275,800.00
Other	$0.00
Total	**$1,275,800.00**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	08/20/2026 10:03AM	Approved
NIFS Final Approval	Loretta Dionisio	08/20/2026 03:09PM	Approved
Final Approval	Loretta Dionisio	08/20/2026 03:09PM	Approved
DPW			
Capital Fund Approval	Loretta Dionisio	08/20/2026 03:09PM	Approved
Final Approval	Loretta Dionisio	08/20/2026 03:09PM	Approved
County Attorney			
RE & Insurance Verification	Shannon Molloy	08/20/2026 04:09PM	Approved
Approval as to Form	Julie Silverstein	08/25/2026 01:14PM	Approved
NIFS Approval	Mary Nori	08/28/2026 05:05PM	Approved
Final Approval	Mary Nori	08/28/2026 05:05PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	08/20/2026 03:11PM	Approved
NIFA Approval	Christopher Nolan	08/27/2026 01:57PM	Approved
Final Approval	Christopher Nolan	08/27/2026 01:57PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	08/31/2026 10:05AM	Approved
DCE Compliance Approval	Robert Cleary	09/03/2026 05:47PM	Approved
Vertical DCE Approval	Arthur Walsh	09/08/2026 02:05PM	Approved
Final Approval	Arthur Walsh	09/08/2026 02:05PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	09/08/2026 02:50PM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND M&J ENGINEERING

WHEREAS, the County has negotiated a personal services agreement with M&J Engineering, to provide the County with construction management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an agreement with M&J Engineering.

CONTRACT FOR SERVICES
H63029-26CM
Construction Management and Inspection Services for the Rehabilitation of Bannister Creek Bridge PIN 0762.06

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1 West Street, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department"), and M&J Engineering, D.P.C., having its principal address at 2003 Jericho Turnpike, New Hyde Park, NY 11040 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement;

WHEREAS, the Contractor desires to perform the services described in this Agreement;

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1) **Term**.
   A. This Agreement shall commence upon the date on which this Agreement is executed by the County and shall terminate on two (2) years from the Commencement Date (the "Initial Term"), unless sooner terminated as provided for herein.
   The Department may, in its sole discretion, renew the term of this Agreement, on the below agreed upon terms and conditions, for additional Construction and Post Construction Phase Services until project close-out, by delivering a notice of extension to the Firm at least thirty (30 days) prior to the Expiration Date, subject to the Department's right of early termination as provided in the contract. Work assigned within the contract period will generally be required to be completed. Any contract work started by the firm, prior to the expiration date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. Amendment of contract for time only will not be required for this purpose, subject to the Department's right of early termination as provided in the contract.

2) **Services.**
   A. The services and scope of work to be provided by the Contractor under this Agreement shall consist of but are not limited to achieving and implementing program goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which support the goals of this project. The Department requires the Construction Manager (CM) to provide comprehensive construction phase services.

B. Additional "Detailed Scope Services" are included as **EXHIBIT A.** Services that were included in the firm's proposal shall be considered as part of the Agreement and shall be provided, at the request of the Department.

C. At any time during the term of this Agreement, the Department may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner or his or her duly designated deputy. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

D. Renewal Services: Services to be provided during the renewal period shall be based on the results of the initial contract period services and current needs of the County.

3) **Payment**.

(a) **Amount of Consideration**. The maximum amount to be paid to the Contractor as full consideration for the Services and all Additional Services performed under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". All Additional Services performed under this Agreement during the Initial Term and Renewal Term, shall not exceed One million two hundred seventy-five thousand eight hundred dollars and no cents. ($1,275,800.00) (the "Maximum Amount"). The Maximum Amount is inclusive of any and all expenses and shall be payable as follows:

(b) **Vouchers; Voucher Review, Approval and Audit**. All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) **Timing of Payment Claims**. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) **No Duplication of Payments**. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the county.

(e) **Payments in Connection with Termination or Notice of Termination**. Unless a provision of this Agreement expressly states otherwise payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be

performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the Department.

4) **Independent Contractor.** The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractors (a "Contractors Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5) **No Arrears, Default and/or Claims.** The Contractor represents it is not in arrears to the County upon any debt or contract and it is not in default as surety, Contractor, or otherwise upon any obligation to the County, including but not limited to any obligation to pay taxes to, or perform services for or on behalf of, the County.

6) **Compliance With Law**.
   (a) **Generally**. The Contractor shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures.
   (b) **Records Access**. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) to execute a confidentiality agreement, attached hereto as Exhibit C (the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.
   (c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the "Contract Package"), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information

of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of the Contractor to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.

7) **Prohibition of Gifts**. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

8) **Disclosure of Conflicts of Interest**. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

9) **Nassau County Living Wage Law**. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
   A. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.
   B. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
   C. On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

10) **Vendor Code of Ethics**. By executing this Agreement, the Contractor hereby certifies and covenants that:
   A. The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
   B. All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

C. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
D. The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
E. The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement;
F. The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and
G. The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," ("MWBE") which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)

11) **Minimum Service Standards**. Regardless of whether required by Law:
A. The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
B. The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.
C. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

12) **Right to Works/Ownership of Work Product/Copyright.**
A. Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non -exclusive, irrevocable, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.
B. The County retains sole ownership and all right, title, and interest in and to any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement.
C. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.
D. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to Section 101 Of the United States Copyright Act, 17 U.S.C. § 101, and the

County shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.

E. the Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.

F. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement.

13) **Confidentiality**.

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.

B. Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;

C. If applicable, Vendor and/or vendors employees/agents, subcontrators, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

D. **Data Protection**. Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects, transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection

with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.

E. The provisions of this Section shall survive termination of the Agreement.

14) **Indemnification; Defense; Cooperation.**

A. Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

B. The Contractor shall, at the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suit, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

C. The Contractor shall and shall cause all of Contractor's Agent(s) to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or the Contractor's Agent(s) in connection with this Agreement.

D. In the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

E. **Infringement Indemnification**. The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any infringement, violation or unauthorized use of any copyright, trade secrets, or trademark , patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.

(1) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to

procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(2) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.

(3) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

F. The provisions of this Section shall survive the termination of this Agreement.

15) **Insurance.**

A. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liabil ity of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) workers compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, or, if the Contractor is exempt from New York State Workers' Compensation Insurance requirements, the Contractor shall provide the County with appropriate documentation evidencing such exemption, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation or exemption is granted in favor of the County of Nassau.

B. Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in

connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

C. Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

16) **Assignment; Amendment; Waiver; Subcontracting**.

A. This Agreement and the rights and obligations hereunder may not be in whole or part and in accordance with General Municipal Law Section 109 (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

B. The Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and the Contractor's subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. Therefore, the County shall have no obligation to pay or to enforce the payment of any moneys to any Contractor subcontractors.

C. The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive.

17) **Termination**.

A. Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and/or (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

B. As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

C. By the Contractor: This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

D. **Contractor Assistance Upon Termination**. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

18) **Accounting Procedures; Records.**

A. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

19) **Limitations on Actions and Special Proceedings Against the County.** No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

A. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary 6 moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

B. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement,

and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

20) **Work Performance Liability**. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

21) **Data Breach**:
   A. Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:
      i) Date and time of the breach;
      ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
      iii) The nature and extent of the breach;
      iv) The Contractor's proposed plan to investigate and remediate the breach.

   B. Upon discovery by the Contactor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
   C. The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.
   D. The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.

22) **Consent to Jurisdiction and Venue; Governing Law**. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
23) **Notices**. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:
   A. in writing to the above referenced addresses and in compliance with the below,
   B. delivered or sent
      i) by hand delivery, evidenced by a signed, dated receipt,

ii) postage prepaid via certified mail, return receipt requested, or
iii) overnight delivery via a nationally recognized courier service,
iv) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and
(1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,
(2) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County,
(3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and
(4) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

24) **All Legal Provisions Deemed Included; Severability; Supremacy**.
A. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
B. In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
C. Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
D. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

25) **Section and Other Headings**. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

26) **Administrative Service Charge**. Unless exempted or excluded by law, the Contractor agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266

(d) Over $100,000 $533

27) **Executory Clause**. Notwithstanding any other provision of this Agreement:
   A. **Approval and Execution**. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless:
      i) all County approvals have been obtained, including, if required, approval by the County Legislature, and
      ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
   B. **Availability of Funds**. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

28) **Entire Agreement**. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

29) **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

30) **Not-For-Profit Merger, Acquisition, Judicial or Non-Judicial Dissolution (if applicable):** The Contractor agrees to provide written notice the Department, Applicable DCE, County Attorney, and Comptroller Ninety (90) days prior to any Merger, Acquisition, Judicial or Non-Judicial Dissolution, as defined under New York State Not-For-Profit Law.

31) **Force Majeure.** Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

32) **Non-Waiver:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but same shall remain in full force and effect. Acceptance by the County of any portion of the Work or the payment or any fees or reimbursements due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

33) **County Holidays.** Unless approved in writing by the County, in its sole absolute discretion, or as determined by the County Engineer, consultants are not permitted to work on the County projects they are assigned on Official County Holidays when no contractual work is allowed. The Official County Holidays are: New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

M&J Engineering, D.P.C.

By: _____

Name: Mohammad Malik

Title: Chief Operating Officier

Date: 08/11/2026

NASSAU COUNTY

By: _____

Name: _____

Title:

____, County Executive
(or) ___, Chief Deputy County Executive
(or) ___, Deputy County Executive

Date: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 11 day of August in the year 2026 before me personally came Mohammed Malek to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted] that he or she is the COO of M+J Engineering, D.P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Michelle Antoinette Saliba

Michelle Antoinette Saliba
Notary Public, State of New York
Registration No. 01SA0047058
Qualified in Nassau County
Commission Expires Feb. 25, 2030

NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____day of _____ in the year _____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

EXHIBIT A
ENGAGEMENT DELIVERABLES, ASSUMPTIONS, SCOPE OF WORK

The County requires the Construction Manager (CM) to provide comprehensive construction phase services and to coordinate these services with the County's Project Manager, (PM). The scope of services to be performed in the respective phases (which will overlap) is summarized below:

1.0 Construction Phase Services

1.1 Commencement and Duration - The Construction Phase will commence with the award of a construction contract for the project and will terminate upon final acceptance of the Project in its entirety by the County. The CM should include pre-construction duties and post-construction duties in their proposal.

1.2 Pre & Post Construction Phase – The pre-construction phase shall include the pre-construction meeting, notice to proceed, all the required documentation, insurance, safety and DBE/MBE/WBE/SDVOB utilization paperwork as well as the tracking, review and approval of proposed sub-contractors, suppliers and materials for the project to be prepared and/or approved by CM.

1.3 General Construction Administration - The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. This project is being built using a single prime Construction Contractor ("CC"). The CM will perform as the administrator of Nassau County' Project Agreement and will advise the CC of the requirements for this particular project. The CM will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures if requested, as well as a copy of the Program Construction Management Manual, prepared on behalf of the County by the PM. Administer the construction of the Project, including scheduling of the Work and coordination of the CC. The CM shall maintain competent full-time staff at the project site to administer the project, at all times Work is being performed by CC. The FIRM shall furnish his staff with personal equipment required for project administration, management and inspection including, but not limited to personal protective equipment, digital cameras, cellular telephones, smart levels, etc.

1.4 Site Conditions - As portions of the Work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County and the Design Engineer, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County, and the Design Engineer to devise appropriate modifications to the Contract Documents.

1.5 Erosion and Sediment Control – The CM team shall make sure the contractor takes the responsibility for the temporary control of soil and water pollution that could potentially

result from construction activities and shall be in accordance with Federal, State and Local regulations, as well as the Contract specifications and directions of the County representatives. At a minimum, the RE and Inspector shall attend and hold a valid certification for NYSDEC 4-hour erosion & sediments control training. The CM shall be responsible for inspecting the work site and directing that, all necessary precautions shall be taken to prevent contamination of waters and surrounding areas by slit, sediments, fuels, solvents, lubricants, epoxy coating, wet concrete, concrete leachate, washings from concrete equipment or any other pollutant associated with drilling and constructions procedures. (Specific reference is made to the New York State Department of Environmental Conservations' "Guidelines for Urban Erosion and Sediment Control", along with any subsequent updates.) It is the CM's responsibility to make sure that the contractor adheres to SPDES permit and SWPPP requirements and maintain documents accordingly.

1.6 Quality Assurance - The CM shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the CM's routine observation of the Work with respect to conformance to the Construction Documents. The CM shall to guard the County against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by County staff with the Work of the CC. The CM shall promptly notify the County, and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall monitor and document implementation for correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.

1.7 Cash Flow Forecast - With the cooperation of the CC, CM shall prepare a cash flow forecast for the entire project, based on the project schedule, and shall revise same, whenever there is a significant change in the schedule that would warrant a revision to the cash flow forecast. The baseline cash flow forecast, and all revisions shall also be forwarded to the PM for integration into the Master Program Budget and Cost Forecasting Tool.

1.8 Monitor Progress - Monitor the progress of the CC's work and prepare written daily reports documenting the type and location of work performed, the CC's trade labor and equipment, and all pertinent details relative to the progress of the Work. Augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. Pro-actively monitor the progress of the Work, taking such steps (on behalf of the County) as are authorized under the CC's contract, to ensure that the CC's workforce is sufficient, and the work is being diligently prosecuted. Where progress is impeded by actions/inactions of the Design Engineer, or others, bring such matters promptly to the attention of the County for resolution. The CM shall monitor the progress in such a manner as to complete the project within the schedule and budget, on behalf of Nassau County.

1.9 Information Management System – The CM shall develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained by the CM for a period of six (6) years after completion of services. The CM shall implement, and maintain on a current (daily) basis, a web-based information management system to track all drawings, CC submittals, meeting minutes, requests for information, bulletins,

changes orders, CC requisitions/payments, correspondence, reports, and all documents which should be part of the project record. The web-based information management system (such as Submittal Exchange, or similar) shall be authorized as a reimbursable expense from an allowance which will be added to the CM's Base Fee. Project records, including the project directory and emergency contact information, will be kept well organized and the information maintained current at all times. At the minimum, the CM shall implement a web-based information management system for the exchange of submittals and provide and maintain access to all project participants. The CC's submittals such as shop drawings, product data, and samples, shall be routed directly and concurrently to the CM and Design Engineer. The CM shall promptly review them for completeness and responsiveness, log and confirm the submittal is fit for review by the Design Engineer. All distribution shall be electronic, for review and approval; within 48 hours of receipt by CM of CC's submittals. The CM shall return submittals to the CC within 24 hours of receipt from the Design Engineer and shall update the submittal log accordingly. CM shall collect and compile as-built drawings, is responsible for documenting acceptability and the transfer to County, in both paper and electronic formats.

1.10 CC Payments: - Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CC. CM shall correlate CC's payment requests with the progress of the work and take into account any deficiencies in the work for which payment is being requested, in making his recommendation. The CM's recommendation for payment shall constitute a representation to the County, that, to the best of the CM's knowledge, information, and belief; the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. All payments shall be based on the cost loaded and CM shall be responsible for certifying such payments. The CM shall provide copies of their recommendations for payment to the PM.

1.11 Meetings – Schedule and conduct regular bi-weekly job progress meetings with the CC, the Design Engineer, the County and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related the Project. The CM shall also attend periodic meetings with the County and/or the Design Engineer. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.

1.12 Reporting – The CM shall prepare bi-weekly written progress reports and promptly deliver five (5) copies of same to the County. Such reports shall include the following information at a minimum:

A. Work activities performed during the reporting period and those activities scheduled to be performed in the next 2 weeks.
B. Identification and status of all critical and important issues, which require the attention of the County
C. Brief construction progress update describing actual progress versus plan, supported by earned value data.
D. Summary of schedule gains and delays and actions taken to mitigate delays
E. Photographs and other documentation which is germane to the report.
F. On every other bi-weekly report (i.e., every 4 weeks) provide updated Submittal, RFI and Change Order logs as attachments.

1.13 Safety - The CM shall require the CC to submit its safety program and shall serve a central role in dissemination of safety-related information between the CC and the Nassau County Project Manager. The CM shall not have control over, or charge of the Work and the CM shall not be responsible for CC's means, methods, techniques, sequences or procedures, and/or for safety precautions and programs in connection with the work of the CC, since these are solely the CCs' responsibility. The CM shall not be responsible for the CC's failure to carry out the Work in accordance with the CC's Safety Programs, and/or applicable safety rules and regulations. Nevertheless, the CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC. The CM must review the CC safety program and inform the County PM of its adequacy. CM's effort shall include the following:

(a) The CM will review the CC Health and Safety program and inform the Departments Project Manager of its adequacy and acceptance.
(b) CM's Safety Officer shall visit the site once per week, review the working conditions with the CC 's designated site safety representative and provide a written report to NCDPW (copying the contractor and other project participants) within 24 hours of the field visit. The report shall identify any and all short comings and will follow up on any reported incidents.
(c) CM shall prominently post signage requiring that all visitors must check in with the Construction Manager before entering the site. CM shall maintain a log of all visitors and shall ensure that visitors wear the proper PPE during any such visit.
(d) CM shall attend CC's toolbox meetings to verify that these are being held and ensure that the CC adequately documents attendance. A copy of the toolbox meeting agenda and sign in will be kept for the Project record.
(e) In the event of an accident the CM shall submit to the Department within 24 hours a preliminary report and a final report within two weeks. The final report will include additional safety measures to help prevent reoccurrence.
(f) CM's weekly safety reports shall be reviewed and discussed at all jobsite progress meetings. Discussion shall focus on correction of any deficiencies as well as safety during upcoming work on the look-ahead schedule.
(g) Administer CC's compliance with 10-hour OSHA training requirements and ensure site safety orientation is provided for all construction workers employed on the project.

1.14 Changes - The CM shall review all Supplementary Bulletins prepared by the Design Engineer prior to their issuance; prepare cost estimates; review CC's proposals; and submit formal written recommendations, including confidential memoranda to the County; clearly delineating the scope and reason for the changed work. Evaluate the CC's proposed adjustment to contract price and time; and assist the County in negotiating Change Orders. Where changes are, or may be, the result of the Design Engineer's error or omission, the CM shall confidentially inform the County of such and shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, Bulletins, Proposals and Change Orders, which shall be uploaded regularly into the Contract Management Information System.

1.15 Partial Occupancy and Beneficial Use - The CM shall assist the County in determining dates of Partial Occupancy of the Work, or portions thereof, designated by the County; and shall assist in obtaining any necessary temporary occupancy certificates. Review any lists prepared by the Design Engineer of incomplete or unsatisfactory work, prepare schedules for completing and correcting the Work, and monitor the completion/correction. Prior to any

declaration of partial occupancy or beneficial use the CM shall coordinate and attend a site review on behalf of the County.

1.16 Temporary Office – For CM Staff, the CC will provide the field office and general supplies in accordance with Item 637.13. Anything else needed to perform the required task shall be provided by the consultant firm, including office supplies, copy paper, ink/toner, etc.

1.17 CPM Schedule Reviewer– Please refer to NYSDOT special specification for CPM Schedule on Nassau County Projects. All work shall be done accordingly.

2.0 Post Construction Phase Services

2.1 Contract Closeout - Conduct final inspections with Design Engineer, and the County, at the completion of the project, and prepare detailed punch lists (observed discrepancies, deficiencies, and incomplete items of work), as required. It is understood that the project may be completed in phases and that multiple final inspections may be needed. Compile project record documents collected during the construction phase and supplement with any information collected following occupancy. Review the as-built drawings provided by the CC or make/update the as-builts as required and verify that the as-built drawings, to the best of the CM's knowledge, based upon the CM's observations during the progress of the project, document the actual construction of the project. The CM shall then transmit the verified as-built drawings to the Design Engineer for the preparation of record drawings. THE COUNTY RESERVES THE RIGHT TO REQUIRE THE CM TO DIGITIZE CONTRACT CLOSEOUT DOCUMENTS IN A FORMAT NOT YET CHOSEN. COMPENSATION WILL BE BASED UPON THE EXTRA SERVICES SECTION OF THE AGREEMENT.

2.2 CC Claims and Disputed Work - The CM shall promptly review the CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed, promptly refer the matter(s) under dispute to the Design Engineer and the PM for interpretation. Confer with the Design Engineer and the advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, and at no additional cost to the County, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are held during the construction or post-construction phase. With the County's concurrence, prepare written response to CC's claims, incorporating the Design Engineer's determination, where applicable.

2.3 Limitation of Services - Nothing contained in this Agreement shall be deemed to require or authorize the CM to perform any act or render any services other than those of a professional Construction Manager, as defined herein. The services, recommendations, and advice furnished by the CM shall not be deemed to be warranties, or guarantees, or constitute the practice of any profession other than that of a professional Construction Manager. Notwithstanding any language to the contrary, this Agreement shall neither require, nor authorize, the Construction Manager to assume any duty, role, responsibility, or obligation; or perform any task, function, or activity, which is properly that of the Design Engineer.

END OF SECTION

EXHIBIT B
Payment Schedule

Payment to the Firm for all services that may be authorized under this Agreement, shall be made as follows:

A. AMOUNT OF CONSIDERATION

In consideration of all services, performed by the Firm (inclusive of sub-consultants, and all reimbursable expenses and additional/ extra services) under this Agreement, the County shall pay the Firm a total amount not to exceed One million two hundred seventy-five thousand eight hundred dollars and no cents. ($1,275,800.00) including Extra Services and Reimbursable Expenses. The Firm shall be compensated for such services by an amount equal to Two hundredths (2.00) times the actual salaries or wages paid to the technical personnel engaged in this project exclusive of payroll taxes, insurance, and all fringe benefits (Maximum allowable Multiplier 2.00 for resident/ office engineer, inspector for their services and for any extra services. For extra services, prior approval needed from Commissioner or his or her duly designated deputy).

The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association after the original term of the agreement. The Firm may grant an employee salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. All overtime requests must be submitted to the Department for approval in advance. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred.

Notwithstanding the foregoing, the maximum billable rate, excluding Additional/ Extra Services, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed two hundred and twenty-five dollars ($225.00).

B. REIMBURSABLE EXPENSES

The following items are included in the Firm's fee, under the allowance, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner or his or her duly designated deputy of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

A. The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the Department), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the Department.

B. Direct reimbursement of site investigation, sub-surface exploration, utility location and mark-out services, and any other engineering related expenses as required.

C. ADDITIONAL/ EXTRA SERVICES

(1) Additional / Extra Services. At any time during the term of this Agreement, the Department may, in its sole and absolute discretion, require the Firm to perform Additional/Extra Services under the allowance. The Firm shall not perform, nor be compensated for, additional/ extra Services without the prior written approval of the Commissioner or his or her duly designated deputy. The Firm agrees to perform any such additional/ extra Services in accordance with the terms and conditions contained in this Agreement. For any additional/ extra services to be paid based on actual salaries, the CM firm shall be compensated for such services by an amount equal to Two hundredths (2.00) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The CM firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate of two hundred and twenty-five dollars ($225.00) exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate for all technical personnel and principals after application of the multiplier, shall not exceed two hundred and twenty-five dollars ($225.00) under allowances per hour. As used herein, "Additional/Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor. Additional/ Extra services may include, but not limited to the following:

(a) Engineering services for immediate corrective measures.
(b) Construction related emergency services.

(2) Payments to Firm When Services Are Compensated "On the Basis of Salary Multiplier"
With regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. The Firm shall prepare and attach to this Agreement a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. It is the County's intention that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee working on all current County agreements with the Firm.

END OF SECTION

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

Definitions:

As used in this Appendix EE the term **"Executive Director"** shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term **"Subcontract"** shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term **"Subcontractor"** shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

As used in this Appendix EE the term **"Best Efforts Checklist"** shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term **"County Contract"** shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term **"County Contractor"** means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE **"Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises"** shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid

documents.

Rule:

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

A. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

B. At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

C. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

D. The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

E. The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

F. Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

G. Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

H. At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

I. In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

J. Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

K. A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

L. The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

i) Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

ii) If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

iii) Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

M. The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:
   Maqsood Malik, P.E. (Name)
   2003 Jericho Turnpike, New Hyde Park, NY 11040 (Address)
   516-821-7302 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ (HAS) X (HAS NOT) been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:
   _____
   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ (HAS) X (HAS NOT) been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:
   _____
   _____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

08/11/2026
Dated

Signature of Chief Executive Officer

Maqsood Malik, P.E.
Name of Chief Executive Officer

Sworn to before me this
11 day of August, 2026

Notary Public

Michelle Antoinette Saliba
Notary Public, State of New York
Registration No. 01SA0047058
Qualified in Nassau County
Commission Expires Feb. 25, 2030

Non-Disclosure Agreement (NDA)
(If Applicable)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made effective as of this 11 day of August 2026 by and between the County of Nassau acting by and through its Department of Public Works ("Disclosing Party" or "County") and M&J Engineering, D.P.C. ("Recipient" or "Contractor"), including each of their subsidiaries, successors and assigns.

WHEREAS, County and Contractor have entered into Nassau County contract number H63029-26CM, for CM & IS Rehab Bannister Creek Bridge ("Agreement"); and

WHEREAS, County require that the Contractor assigned to work on County projects acknowledges the obligations of confidentiality and non-disclosure applicable to the Contractor pursuant to the Agreement.

NOW, THEREFORE, the Contractor acknowledges the following:

Term.
The confidentiality obligations set forth herein shall survive (i) termination of the Agreement.

Confidential Information.

(a) The Contractor acknowledges and understand that all records, reports, information, and data as further identified below ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Contract or as required by Law.

(b) The Contractor acknowledges and understand that in connection with performance under Agreement Contractor may have access to and/or be in possession of confidential information of County ("Confidential Information"). Confidential Information shall mean all information both tangible and intangible information and materials belonging to the County or in the County's possession that are of a confidential or proprietary nature, whether or not marked or identified as such, and are disclosed or made accessible to the Contractor, including, but not limited to:

(i) trade secrets, processes, business, financial information and technical information and data, disclosed orally, visually, in writing, electronic media or by any other means;

(ii) all non-public information concerning the programs, processes, statistics, research, development, strategic plans, or the like with respect to the operations and activities of the County;

(ii) all information concerning the County's computer systems and technology, including, but not limited to, information concerning current and future hardware, software, configurations, operations, networks, computing facilities and locations, processes, research, projects, designs, and specifications;

(iv) all non-public information concerning current and/or former County employees, contractors and/or vendors, and members of the public;

(v) all information that the County receives from third parties if the County is subject to a duty to keep such information confidential;

(vi) all original and copied notes, memoranda, or other records and documentation of the Contractor to the extent relating to, derived from, and/or incorporating any County Confidential Information;

(viii) all information marked or identified as "confidential" or "proprietary" in written or electronic form when disclosed and/or made accessible to the Contractor or its designee.

Non-Disclosure

(a) The Contractor shall maintain all County Confidential Information in strict confidence and cause Contractor employees, agents, and subcontractors to maintain County Confidential Information in strict confidence. The Contractor acknowledges and understand that Contractor is obligated to hold in confidence, in the same manner as Contractor holds Contractor's own confidential information of like kind, all Confidential Information to which Contractor may have access under the Agreement; provided that in no event shall the Contractor exercise less than reasonable care to protect the Confidential Information. If necessary to provide services under the Agreement, Contractor may disclose Confidential Information received under this Agreement to employees, subcontractors or agents with a need to know, provided that any Contractor employee, subcontractor or agent is bound to protect such Confidential Information from unauthorized use and disclosure under the terms of a written agreement that is at least as stringent as those of the Contractor's obligations under the Agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the County.

(b)The Contractor acknowledges and understand that Contractor shall not use the Confidential Information for Contractor's own benefit or for the benefit of any third party, except as expressly permitted or directed by authorized County management.

(c) Except as specifically agreed in writing by the County or agency head, the Contractor shall not disclose any County Confidential Information to any entity outside the United States, or store or transmit any County Confidential Information outside the United States, other than County Confidential Information that is in electronic form and is transmitted or stored on a momentary basis as may be inherent in electronic transmission between locations within the United States.

Compliance with Laws

The Contractor shall comply with all applicable Federal, State and local Laws governing the confidentiality and privacy of Information. As used in this Non-Disclosure Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. In the event of any inconsistency or conflict between the provisions of this NDA and the provisions of applicable Laws governing the confidentiality and privacy of Information (e.g. personal information of County employees), the provisions of applicable Laws shall take precedence.

Exclusions

Excluding that information required by law to be protected, the foregoing shall not prohibit or limit Contractor's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of the Agreement.

Reporting
Contractor shall notify the County of any request for Information or access to Information that is unrelated to the performance or administration of the Agreement.

Ownership
All Information, except the Contractor's proprietary information, to which the Contractor has access is at all times the sole property of the County. The Contractor shall not have any right, title or interest to such material and shall not sell, transfer or otherwise make available to third parties except as provided in this NDA or the Agreement. All reports, notes, memoranda, notebooks, drawings and any other Information developed, received, compiled or delivered to the Contractor, regardless of the source of Information, shall be maintained only for the time necessary to provide services under the Agreement and shall be returned to the County at the termination of the Agreement or destroyed at the direction of the County. Destruction shall be deemed to include the purging of all Information from all equipment and media storage created or used in performance of the Agreement.

Performance
(a) Except to the extent necessary to provide services under the Agreement and with the consent of the County, the Contractor shall attach or load any additional hardware or software to County equipment. The Contractor shall use only those access rights and shall access only Information authorized by the County.

(b) The Contractor acknowledges and understand that Contractor shall comply with County's published computer and information security policies and practices which are made available to Contractor.

Assignment.
The Contractor shall not assign or subcontract its obligations under this NDA.

Breach.
The Contractor acknowledges that breach of this NDA shall give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. Additionally, the Contractor shall indemnify and hold harmless the County and its officers, agents and employees from all suits, actions, damages and costs of every name and description arising out of the acts or omissions of the Contractor and/or Contractor's employees, agents or subcontractors in violation of the terms and conditions of this NDA.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date set forth below.

CONTRACTOR: M&J Engineering

By: 
Name: Mohammad Malik
Title: Chief Operating Officier
Date: 08/11/2026

COUNTY OF NASSAU

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT C

Confidentiality Agreement
(If applicable)

I Mohammad Malik (insert name), am a (please circle one) subcontractor / agent / employee / director / officer / other _____ of the Contractor M&J Engineering, D.P.C. (the "Contractor"). I understand that I will be performing services in furtherance of an agreement between the Contractor and Nassau County (the "County") related to the contracted services (the "Agreement"). I understand, acknowledge, and agree that all records, information, and data ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. I agree to reasonably safeguard any Information as to prevent disclosure to any unauthorized person. I understand and agree that the terms of this Confidentiality Agreement shall continue after I am no longer performing services related to the Agreement, and I shall continue to abide by such terms of this Confidentiality Agreement in perpetuity. I understand that failure to comply with these requirements may result in disciplinary action, termination, civil liability, and/or criminal prosecution, as well as any other penalties provided by law. This Confidentiality Agreement shall be governed and construed in accordance with the Laws of New York State.



(Individual's Signature)

Mohammad Malik
(Individual's Printed Name)

M&J Engineering, D.P.C.
(Entity for which Individual is an employee or agent)

08/11/2026
(Date)

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: M&J Engineering

2. Amount requiring NIFA approval: $1,275,800.00

Amount to be encumbered: $1,275,800.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to Two (2) years from Commencement Date with Option to Extend Until Project Closeout
Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)	
Capital Improvement Fund (CAP)	X	Other	

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	Yes
Has the County Legislature approved the borrowing?	Yes
Has NIFA approved the borrowing for this contract?	No

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This contract is necessary to provide Professional Construction Management and Inspection Services for the Highway Bridge Construction Group for the Rehabilitation of Bannister Creek Bridge. The contract will provide one resident/office manager, one inspector and a CPM scheduler to manage the construction contract. This is associated with Federally funded project PIN 0762.06.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN 08/27/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Roseann Boyd state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: M & J Engineering, D.P.C.

Vendor's Address: 2003 Jericho Turnpike New Hyde Park NY US 11040

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 03/25/2026 10:32:47 am

Lobbyist Registration and Disclosure Form: 03/25/2026 11:48:20 am

Business History Form certified: 07/16/2026 11:35:12 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 07/15/2026 11:41:44 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Mohammad Malik [MHMALIK@MJENGINEERS.COM]
Date Certified	07/15/2026 02:27:23 pm

Principal Name	Maqsood Malik [MMALIK@MJENGINEERS.COM]
Date Certified	07/15/2026 02:08:23 pm

I, Roseann Boyd hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Roseann Boyd RBOYD@MJENGINEERS.COM

Name

Marketing Director

Title

M & J Engineering, D.P.C.

Name of Submitting Entity

07/23/2026 10:09:08 am

Date

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Roseann Boyd [RBOYD@MJENGINEERS.COM]

Dated: 03/25/2026 10:32:47 am

Vendor: M & J Engineering, D.P.C.

Title: Marketing Director

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 07/15/2026

1) Proposer's Legal Name: M&J Engineering, D.P.C.

2) Address of Place of Business: 2003 Jericho Turnpike

City: New Hyde Park State/Province/ Territory: NY Zip/Postal Code: 11040

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

M&J Engineering, P.C is a New Jersey affiliate of M&J Engineering, D.P.C. which operates under a different federal ID.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict of interest exist.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict of interest exist.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict of interest exist.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Should such a conflict arise M&J will notify the County and adhere to the County guidelines

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

11/23/2004

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

iii) Name, address and position of all officers and directors of the company. If none, explain.

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

298

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

M&J has grown to nearly 300 employees in the past 20 years, and have been adding new services to our firm, including - design-build; GIS; environmental permitting; special inspection and a material testing lab. Our core services remain construction inspection and ITS Traffic design services.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

22

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

M&J has grown to over 300 employees in the past 20 years, and have been adding new services to our firm, including - design-build; GIS; environmental permitting; special inspection, a material testing lab and survey services. Our core services remain construction inspection and ITS Traffic design services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Town of Brookhaven		
Contact Person	Greg Kelsey, P.E.		
Address	One Independence Hall		
City	Farmingville	State/Province/Territory	NY
Country	US		
Telephone	(631) 451-6490		
Fax #			
E-Mail Address	gkelsey@brookhaven.org		

Company	NYSDOT

Contact Person	Md Sumsurzaha, P.E.		
Address	47-40 21st Street		
City	Long Island City	State/Province/Territory	NY
Country	US		
Telephone	(347) 607-6800		
Fax #			
E-Mail Address	Md.Sumsurzaha@dot.ny.gov		

Company	NYSDOT		
Contact Person	Daileyne Abraham, P.E.		
Address	47-40 21st Street		
City	Long Island City	State/Province/Territory	NY
Country	US		
Telephone	(516) 574-3030		
Fax #			
E-Mail Address	daileyne.abraham@dot.ny.gov		

I, Roseann Boyd , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Roseann Boyd , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Name of submitting business: M & J Engineering, D.P.C.

Electronically signed and certified at the date and time indicated by:
Roseann Boyd RBOYD@MJENGINEERS.COM

Marketing Director
Title

07/16/2026 11:35:12 am
Date

2003 Jericho Turnpike
New Hyde Park, NY 11040
(516) 821-7300

Saji Varughese
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Re: **Principal Questionnaires for Agreement for CMI Services to the Rehabilitation of Bannister Creek Bridge**

Dear Mr. Varughese,

In response to your August 4, 2026 email, M&J Engineering, D.P.C.'s ownership percentages are listed below:

- Maqsood Malik, P.E. – [redacted]
- Alexandros Constantinides – [redacted]
- John Pfisterer, P.E. – [redacted]
- Arnold Rubenstien, P.E. – [redacted]

Please let us know if you need any additional information.

Very truly yours,

Mohammad H. Malik
Chief Operating Officer

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Maqsood Malik
   Date of birth: [redacted]
   Home address: [redacted]

   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 2003 Jericho Turnpike

   City: New Hyde Park State/Province/ Territory: NY Zip/Postal Code: 11040
   Country US
   Telephone: 5168217300

   Other present address(es):

   City: New Hyde Park State/Province/ Territory: NY Zip/Postal Code: 11040
   Country: US
   Telephone: 5168217300

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	11/23/2004	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   Mr. Malik has [redacted] ownership of M&J Engineering, D.P.C.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Mr. Malik is an owner of M&J Engineering, P.C. (NJ)
Mr. Malik is a [redacted] owner of U.S. Buildings in which M&J Engineering rents office space.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

M&J has received contracts from NYSDOT and MTA.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Maqsood Malik , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Maqsood Malik , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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M & J Engineering, D.P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Maqsood Malik MMALIK@MJENGINEERS.COM

CEO

Title

07/15/2026 02:08:23 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Mohammad Malik
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 2003 Jericho Turnpike
   City: New Hyde Park State/Province/ Territory: NY Zip/Postal Code: 11040
   Country US
   Telephone: 2122036574

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country: US
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type: Chief Operating Officer
Description:
Start Date: 01/01/2025

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Mohammad Malik , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Mohammad Malik , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

M & J Engineering, D.P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Mohammad Malik MHMALIK@MJENGINEERS.COM

COO

Title

07/15/2026 02:27:23 pm

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: M&J Engineering, D.P.C.

Address: 2003 Jericho Turnpike

City: New Hyde ParK State/Province/Territory: NY Zip/Postal Code: 11040

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Other (specify) Corporation

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: Question 4 - 7-15-26.pdf

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

1 File(s) uploaded: Question 5 7-15-26.pdf

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

M&J Engineering, P.C. (New Jersey) is an affiliate of M&J Engineering, D.P.C. which operates under a different federal ID.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are

not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Roseann Boyd [RBOYD@MJENGINEERS.COM]

Dated: 07/15/2026 11:41:44 am

Title: MarketingDirector

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Attachment 1 -

Answer to question 4.

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary)

Maqsood Malik, PE., President, [redacted]
Alexandros Constantinides, P.E., Executive Vice President, [redacted]
Arnold Rubenstein, P.E., Sr. Vice President, [redacted]
John Pfisterer, P.E. Sr. Vice President, [redacted]
Mohammad H. Malik - Chief Operating Officer, [redacted]

Attachment 1 -

Answer to question 5.

5.. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Maqsood Malik, PE., President, [redacted]
Alexandros Constantinides, P.E., Sr. Vice President, [redacted]
Arnold Rubenstein, P.E., Sr. Vice President, [redacted]
John Pfisterer, P.E. Sr. Vice President, [redacted]
Mohammad H. Malik - Chief Operating Officer, [redacted]

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hub International Northeast Limited
467 Kinderkamack Rd
Oradell NJ 07649-1509

License#: BR-767175

CONTACT NAME: Kevin Esler
PHONE (A/C, No, Ext): 2012621200 **FAX (A/C, No):** 201-262-7810
E-MAIL ADDRESS: certs@fenner-esler.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Selective Insurance Company of America	12572
INSURER B : Endurance American Specialty Insurance Company	41718
INSURER C : Twin City Fire Insurance Company	29459
INSURER D : SiriusPoint Specialty Insurance Corporation	
INSURER E :	
INSURER F :	

INSURED
M&J Engineering, D.P.C.
2003 Jericho Tpke
New Hyde Park NY 11040-4739
M&JENGI-03

COVERAGES **CERTIFICATE NUMBER:** [redacted] **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Incl Contractual [ ] & XCU coverage GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC OTHER: COV WITHIN 50'RR	Y		[redacted]	10/17/2025	10/17/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ 500,000 $ $ 2,000,000 $ $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			[redacted]	10/17/2025		COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A C	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			[redacted]		10/17/2026 10/17/2026	EACH OCCURRENCE AGGREGATE Each Occur /Aggregate	$ 8,000,000 $ 8,000,000 $ $7M /$7M
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		[redacted]	10/17/2025		X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B D				[redacted]	3/16/2026 3/16/2026	3/16/2027 3/16/2027	Per Claim/Aggr Limit Per Claim/Aggr Limit Per Claim Deductible	$5M/$5M $5M/$5M $100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
M & J ENGINEERING D.P.C.
2003 JERICHO TURNPIKE
NEW HYDE PARK, NY 11040

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number
[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

3a. Name of Insurance Carrier

3b. Policy Number of Entity Listed in Box 1a
[redacted]

3c. Policy Effective Period
5/1/2020 to 12/9/2026

4. Policy provides the following benefits:
- ☐ A. Both disability and Paid Family Leave benefits.
- ☐ B. Disability benefits only.
- ☐ C. Paid Family Leave benefits only.

5. Policy covers:
- ☐ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- ☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 12/10/2025 By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title _____

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate)to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) M & J Engineering, D.P.C. 2003 Jericho Turnpike New Hyde Park, NY 11040 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 516-821-7309 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County DPW c/o Nassau County DPW 1194 Prospect Avenue Westbury, NY 11590	3a. Name of Insurance Carrier Selective Insurance Company of America 3b. Policy Number of Entity Listed in Box "1a" [redacted] 3c. Policy effective period 10/17/2025 to 10/17/2026 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☒ YES ☐ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Timothy P. Esler
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Timothy P. Esler
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 201-262-1200

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: July 6, 2026

SUBJECT: CMI Services for the Rehabilitation of Bannister Creek Bridge PIN 0762.06
Agreement H63029-26CM
Recommendation of Firms

The Department of Public Works intends to procure a firm to perform Construction Management and Inspection Services for Nassau County Department of Public Work's Construction Management Unit: Highway/Bridge Construction Group. The selected firm will manage rehabilitation of Bannister Creek bridge contract. These services shall include providing one resident/ office engineer, one inspector and a CPM schedule reviewer to manage this construction contract.

The RFP was posted on the County's website utilizing E-Procure, New York State Contract Reporter and in New York Post. The County received eighteen (18) responses to the Request for Proposals (RFP), and all eighteen (18) proposals were eligible for review.

The technical proposals were evaluated by professional staff within the Department by Juan Medina, Civil Engineer IV, Gijo Varghese, Civil Engineer IV and Andrea Pereira, Civil Engineer II.

The selection committee held the evaluation meeting on July 3, at 10.00 AM in conference room B at 1194 Prospect Avenue, Westbury. The results of the Technical Evaluation including Cost Proposals are as follows:

Firm Name	Original Tech Proposal Score	Rank	Proposed Fees *
M&J Engineering	93.00	1	$1,275,800.00
LKMA	92.67	2	$1,333,220.00
GPI	88.00	3	
LiRo Engineers	87.67	4	
LKB	87.33	5	
Gannet Flemings	84.67	6	
En Tech Engineering	84.00	7	
TSPE	83.00	8	
Haider Engineering	78.67	8	
SEPC	78.00	10	
Tectonic	77.67	11	
ATANA	76.33	12	
IVY Engineering	75.33	13	
JPCL	74.67	14	
JED Engineering	73.33	15	
CM COM	71.33	16	
URBAN Engineering	68.33	16	
Pozotrigo	67.67	18	

SUBJECT: CMI Services for the Rehabilitation of Bannister Creek Bridge PIN 0762.06
Agreement H63029-26CM
Recommendation of Firms

** Proposed Fee is based on hourly rates for a Resident / Office Engineer, and one inspector and part time CPM schedule reviewer times a multiplier plus $200,000.00 for reimbursable for extra engineering services for the anticipated project duration.*

M&J and LKMA were the top two technical scored firms, and their scores are 93.00 and 92.67 respectively. Since their technical scores are within one point from each other, TRC decided to open cost proposals from these top two technical scored firms. Their proposed costs are $1,275,800.00 and $1,333,220.00 respectively. M&J Engineering's proposed cost is lower than LKMA's cost and TRC decided to recommend to M&J Engineering to perform CMI services for this project. M&J's proposed team is deemed best qualified to perform the scope of this work based on their qualifications, certifications and previous experience.

It is the Department's recommendation that M&J Engineering be retained for this contract. Funding for these professional services is available under Capital Project 63029. Since this is a Federal aid Local Project, cost for this CMI services are eligible to reimburse up to 95% from Federal through NYSDOT.

If you approve or disapprove of the above request, please signify below, and return this memo to this office for appropriate action.

Michael Kwaschyn

Michael Kwaschyn
Commissioner

MK:TMG:jd
c: Thomas M George, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Paggi, Chief Civil Engineer
Juan Medina, Civil Engineer IV
Gijo Varghese, Civil Engineer IV
Saji Varughese, Project Manager IV
Andrea Pereira, Civil Engineer III

APPROVED:

7/7/26
Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

Request to Initiate - R25-0228 (P25-0137 - Construction Management and Inspection Services for Rehabilitation of Bannister Creek Bridge)

RTI Status	**Active**		
Request Type	**RFP**		
Service Requested	**Construction Management and Inspection Services for Rehabilitation of Bannister Creek Bridge**		
Justification	**Need a Construction Management team to manage this Rehabilitation of Bannister Creek Bridge project. This project is a federal funded project and cost for CM is reimbursable up to 95% back.**		
Requested By	**Public Works**	Project Manager	**Saji Varughese**
Project Cost for this Phase / Contract	**Construction Management**		
PIR Phase Amount Listed	**1,306,300.00**	Phase Cost	**1,306,300.00**
Total Project Cost	**$1,306,300.00**		
Start Work	**06/01/2026**	Duration	**24 months**
Renewal Options	**Until project completion**		
Procurement Method	**RFP**		
Procurement Method Reason	**Procurement will be based on RFP proposals. which will be published in local news paper, NYS Report**		
Priority Justification	**Federal Grant**		

Funding Source

Funding Type	Capital Project	Capital Detail	Funding Code	County	Federal (Direct)	Federal (Pass Thru State)	State	Other	Created On	Created By
Capital	63029 - Bridge Rehabilitation Program	206	PWCAPCAP	1,306,300.00		0			09/16/2025	James Woytysiak

State Environmental Quality Review Act

Type II Action

Supplemental Environmental Documentation

Outsourcing Questionnaire

Question	Answer

What is the duration of the project if done inhouse?

- Employee / Man Hours
- Number of Days

Show calculations.

What is the duration of the project if out sourced?

What is the priority of the project?
(Emergency, High, Medium, Low)

Is the project subject to seasonality?

What is the project cost of the project in done in-house?

- Labor
- Materials

Show calculation if possible.

What is the project cost of the project if outsourced?

Does this require a specific skill set not currently within the County work force?

Does the Title exist to perform the function?

Does the skill set require specific training?

Does the Skill set require certification certificates?

Are continuing education credits required to maintain certification?

Is this a task that must be performed often?

If the task is not performed often would the employee remain proficient in the duties required?

Is this project installing an operation system requiring a licensed installer from the manufacture?

If County employees do not normally perform the function, please specify why?

If County employees normally perform the function why is DPW choosing to outsource?

Is there associated risk liability that would necessitate outsourcing?

Is the project paid via outside funding?

Does the outside funding require outsourcing for it to be reimbursed?

Approvals

Request Submitted	**Saji Varughese**	**09/16/2025 09:11 am**
Funding Added	**See Funding Source Tab**	
Capital Funding Approved	**James Woytysiak**	**09/16/2025 03:15 pm**
AIM Entered	**Alyssa Carbone**	**09/16/2025 03:22 pm**
Time Sheet Code	**25-0228**	
Commissioner Approved	**William Nimmo**	**09/22/2025 09:14 am**
DCE / Ops Approved	**Arthur Walsh**	**09/23/2025 09:37 am**

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Saji Varughese, Project Manager IV

FROM: Office of the Commissioner

DATE: October 8, 2025

SUBJECT: CSEA Sub-Contracting Approval
C25-0228 Contract Number: H63029-06/H63039-06CM
Construction Management and Inspection Services for Rehabilitation of Bannister Creek Bridge

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C25-0228.**

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

Sean McBride
Deputy Commissioner

SM:jd
c: Michael Kwaschyn, Commissioner
Thomas M. George, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS C25-0228

Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Kris Kalender, President

FROM: Department of Public Works

DATE: September 16, 2025

SUBJECT: CSEA Notification of Procurement of Services
Contract No H63029-06 PIN 0762.06
Contract/Proposal Number: H63029-06 CM
Contract Name: Construction Management and Inspection Services for Rehabilitation of Bannister Creek Bridge

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract for Construction Management and Inspection Services for DPW's Highway/Bridge Construction Group.

2. The work involves the following: Provide one (1) resident/office engineer and one (1) inspector on an "as-need" basis for Rehabilitation of Bannister Creek Bridge project. This improvement project will be managed by the DPW's Construction Management Unit, Highway/Bridge Construction Group.

3. An estimate of the cost is: $1,306,300.00

4. An estimate of the duration is: Eighteen (18) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Sean McBride, Deputy Commissioner, telephone 1-6887, fax 1-9657.

Sean McBride
Deputy Commissioner

SM:TMG:jd
c: Melissa Gallucci, Commissioner, Shared Services
Ross Bratin, Deputy Director, Office of Labor Relations
Thomas M. George, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Yansick, Unit Head, Financial Management Unit
Tracy Ritchie, Unit Head, Human Resources Unit
Christopher Paggi, Chief Civil Engineer
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Saji Varughese, Project Manager IV
Juan Medina, Civil Engineer III
Liji Samuel, Project Manager I
Elizabeth Cotton, Special Assistant, Office of Labor Relations

DCJS-1999-(0225)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants= responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(Before Completing Certification, Read Instructions Below)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Authorized Individual (Contract Signatory):

Name: Mohammad Malik
Title: COO
Date: 3/25/26

Name and Address of Organization (Grantee):

MBJ Engineering, DPC
2003 Jericho Turnpike
New Hyde Park, NY 11040

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms Acovered transaction,@ Adebarred,@ Asuspended,@ Aineligible,@ Alower tier covered transaction,@ Aparticipant,@ Aperson,@ Aprimary covered transaction,@ Aprincipal,@ Aproposal,@ and Avoluntarily excluded,@ as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled ACertification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,@ without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED DBE UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	M&J Engineering, D.P.C.
Address (street/city/state/zip code):	2003 Jericho Turnpike, New Hyde Park, NY 11040
Authorized Representative (name/title):	John Schreck, P.E., Senior Vice President
Authorized Signature:	John Schreck
Contract Number:	RFP No. PW- H63029-26CM
Contract/Project Name:	Construction Management Services and Inspection Services for the Rehabilitation of Bannister Creek Bridge PIN 0762.06
Contract/Project Description:	This project involves the rehabilitation of the exisiting conrete culvert on the Nassau Expressway over Bannister Creek including repairs to the existing concrete culvert construction joints, abutment walls and top slab; scarifying the top slab and installing a waterproofing membrane; new approach slabs; milling and resurfacing of the asphalt wearing surface; replacement of bridge railing, guide rail, sidewalk, drainage systems; installation of scour protection; and new pavement markings.

Part 2- Projected DBE Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	$1,275,800		100%
Total DBE Dollar Amount	N/A	DBE Contract Percentage	N/A

Part 3- DBE Information (use additional blank sheets as necessary):

DBE Firm	Description of Work (DBE)	Projected DBE Contract Amount ($) and Award Date	DBE Contract Scheduled Start Date and Completion
Name: N/A Address: N/A City: N/A State/Zip Code: N/A Authorized Representative: N/A Telephone No. N/A	N/A	Amount ($): N/A Award Date: N/A	Start Date: N/A Completion Date: N/A
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Certified: --

E-120-26

NIFS ID: CFPW26000011

Capital: **X**

Contract ID #: **CFPW26000011**

NIFS Entry Date: **08/20/2026**

DPW Contract Number: **B90406-02DL**

Department: Public Works

Service: **On Call Buildings Design- B90406-02DL**

Term: **Four (4) years from the Commencement Date with the option to extend up to two (2) years**

Contract Delayed:

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**Yes**
4) Significant Adverse Information Identified? (if yes, attach memo):	**Yes**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **LiRo Architects + Planners, PC** DBA: **The LiRo Group**	ID#:**133119887**
Main Address: **3 Aerial Way** **Syosset, NY 11791**	
Main Contact: **Nancy Malicki**	
Main Phone: **(516) 938-5476**	

Department:
Contact Name: **Valiant Yeung**
Address: **NCDPW** **1194 Prospect Avenue** **Westbury, NY 11590**
Phone: **(516) 571-6881**
Email: **ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,lcaruso@nassaucountyny.gov,vyeung@nassaucountyny.gov,jneuman@nassaucountyny.gov**

Contract Summary

Purpose: The Department proposes to enter into a personal services agreement with the firm LiRo Architects + Planners, P.C. to provide On-Call Building Design Services for the County's Building Construction Group in Emergency/time sensitive situations, whenever special expertise is required or when the scope of projects is such that a separate RFP for professional services is not warranted. The services may include study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, estimating, constructability review, design review, or any other services necessary to address a wide variety of building /infrastructure design, repair, and improvements as authorized by the Department.

Procurement History: The RFP was posted to the County's website and advertised in the NY Post and the NYS Contract Reporter from November 19, 2025, to December 19, 2025. Proposals were received from ten (10) firms on December 19, 2025. Following

the review, the technical rank was established, and the cost proposals were opened. As a result of the scoring, the top 5 firms who represent the highest technical rating and having proposed competitive fees, presented the best value to the County, and therefore were selected.

Description of General Provisions: Four (4) year contract with option to extend additional two (2) years. MBE 15%, WBE 15%, SDVOB 6%.

Impact on Funding / Price Analysis: The maximum amount for this contract is $3,000,000.00. Funding will be available on a project specific capital improvement basis. There is no guarantee that all or any of this amount shall be subsequently authorized and services provided.

Change in Contract from Prior Procurement: New procurement

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: PW-B90406-02D

Advertised On: 11/19/2025

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Proposals Due On: 12/19/2025

Number of proposals received: 10

Evaluation Committee members: Valiant Yeung, Architect III, Carmelo Mazza, Architect II, Mohammed Rahman, Electrical Engineer III, Joshua Neuman, Civil Engineer II

Pursuant to Executive Order No. 1 of 1993 as amended at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received along with the cost of each proposal.

Following is a detailed explanation of why other than the lowest cost proposal offered best value to the County:

Proposals were received from ten (10) firms on December 19, 2026. Following the review, the technical rank was established, and the cost proposals were opened. As a result of the scoring, the top 5 firms who represent the highest technical rating and having proposed competitive fees, presented the best value to the County, and therefore were selected.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00002	PWCAPCAP 00002 90406 000	01	$0.01
Project Number 90406 Project Detail 000								
						TOTAL		**$0.01**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$0.01
Other	$0.00
Total	**$0.01**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	08/20/2026 04:07PM	Approved
NIFS Final Approval	Loretta Dionisio	08/20/2026 04:35PM	Approved
Final Approval	Loretta Dionisio	08/20/2026 04:35PM	Approved
DPW			
Capital Fund Approval	Loretta Dionisio	08/20/2026 04:35PM	Approved
Final Approval	Loretta Dionisio	08/20/2026 04:35PM	Approved
County Attorney			
RE & Insurance Verification	Shannon Molloy	08/28/2026 02:00PM	Approved
Approval as to Form	Julie Silverstein	08/25/2026 01:24PM	Approved
NIFS Approval	Mary Nori	08/28/2026 05:02PM	Approved
Final Approval	Mary Nori	08/28/2026 05:02PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	08/20/2026 04:48PM	Approved
NIFA Approval	Christopher Nolan	08/27/2026 01:57PM	Approved
Final Approval	Christopher Nolan	08/27/2026 01:57PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	08/28/2026 05:10PM	Approved
DCE Compliance Approval	Robert Cleary	09/03/2026 05:05PM	Approved
Vertical DCE Approval	Arthur Walsh	09/08/2026 02:05PM	Approved
Final Approval	Arthur Walsh	09/08/2026 02:05PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	09/08/2026 02:58PM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND LIRO ARCHITECTS + PLANNERS, PC

WHEREAS, the County has negotiated a personal services agreement with LiRo Architects + Planners, PC, to provide the County with construction management and inspection services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an agreement with LiRo Architects + Planners, PC.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between

Nassau County, a municipal corporation having its principal office at 1 West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department"), and LiRo Architects + Planners, PC, a New York corporation, having its principal address at 3 Aerial Way, Syosset, New York 11791 (the "Firm" or the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement;

WHEREAS, the Contractor desires to perform the services described in this Agreement;

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1) **Term**.

The term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the four (4) year anniversary of the Commencement Date. (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to years (2) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any task order issued to the Firm, prior to the expiration of date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2) **Services.**

A. The services and scope of work to be provided by the Contractor under this Agreement shall consist of but are not limited to:

i) Providing study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, constructability reviews, design reviews, surveys for County infrastructure, and other design related tasks on an as needed basis for various building and related projects, or to serve as an extension of County staff for various building and related projects. The scope of services required for a particular project will be identified, described in writing and distributed to the successful firms for consideration. Each firm will submit a proposal for review/evaluation by the Department. After review of the proposals, selection of a firm to provide the requested services and encumbrance of project funds, the firm selected will be directed in writing to commence work.

ii) The Scope of Services ("Scope") outlined has been established for the purpose of achieving and implementing program goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which support the goals of these job titles and compensation review and analysis. Examples of additional services may include material testing, sub-surface explorations, specialized environmental engineering, specialized structural engineering, specialized engineering related services, immediate corrective measures and inspections, etc.

B. The contractor will be required to provide reports to the County, as well as provide all findings and recommended actions to mitigate any issues found. All findings and recommended actions must include prioritization based on risk, factoring current intelligence into the risk level. The contractor will also be required to include guidance on how to remediate each item, as well as estimated internal staff hours needed to address each item. The contractor will not remediate any findings unless instructed by the County. The County will pursue recommended actions using the contractor's guidance as appropriate. The County will make all final decisions regarding their IT system operations.

C. Additional services are included as **EXHIBIT A.**

D. Renewal Services: Services to be provided during the renewal period shall be based on the results of the initial contract period services and current needs of the County.

3) **Payment**.

(a) **Amount of Consideration**. The maximum amount to be paid to the Contractor as full consideration for the Services and all Additional Services performed under this Agreement during the Initial Term and Renewal Term, shall not exceed Three Million ($3,000,000.00) DOLLARS (the "Maximum Amount"). The Maximum Amount is inclusive of any and all expenses and shall be payable as follows:

(b) **Vouchers; Voucher Review, Approval and Audit**. All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) **Timing of Payment Claims**. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) **No Duplication of Payments**. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the county.

(e) **Payments in Connection with Termination or Notice of Termination**. Unless a provision of this Agreement expressly states otherwise payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services

that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

4) **Non-Completion**. (omitted)

5) **Independent Contractor.** The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractors (a "Contractors Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6) **No Arrears, Default and/or Claims.** The Contractor represents it is not in arrears to the County upon any debt or contract and it is not in default as surety, Contractor, or otherwise upon any obligation to the County, including but not limited to any obligation to pay taxes to, or perform services for or on behalf of, the County.

7) **Compliance With Law**.
   (a) **Generally**. The Contractor shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures. Contractor's professional work product, including but not limited to drawings and specifications, shall comply with applicable law consistent with the Standard of Care (as defined below).
   (b) **Records Access**. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) to execute a confidentiality agreement, attached hereto as Exhibit A (the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to

disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the "Contract Package"), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of the Contractor to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.

8) **Prohibition of Gifts**. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

9) **Disclosure of Conflicts of Interest**. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

10) **Nassau County Living Wage Law**. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

A. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.

B. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

C. On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

11) **Vendor Code of Ethics**. By executing this Agreement, the Contractor hereby certifies and covenants that:

A. The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
B. All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
C. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
D. The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
E. The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement;
F. The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and
G. The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," ("MWBE") which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)
    i) In an effort to increase the utilization of minority, woman, veteran and Service-Disabled Veteran-Owned Business ("SDVOB") the County is implementing an overall target of 15% MWBE and 2% SDVOB participation in locally funded procurements. Each vendor and/or subcontractor agrees to cooperate and make its best efforts to assist the procuring Department and the Office of Minority Affairs ("OMA") in achieving this goal. Such best efforts may include, but are not limited to, providing upon request to OMA, information related to Contractor's utilization of SDVOB and MWBE. The County may utilize such information in determining the ability of the contractor to receive future awards.

12) **Minimum Service Standards**. Regardless of whether required by Law:
A. The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
B. The Contractor shall deliver services under this Agreement in a professional manner consistent with the professional skill and care ordinarily provided by design professionals in the same discipline practicing in the same locality under the same or similar circumstances ("Standard of Care").
C. The Contractor shall take all actions reasonably necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

13) **Right to Works/Ownership of Work Product/Copyright.**
A. Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non -exclusive, irrevocable, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works for purposes related to the project for which they were created. As used in

this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report,

data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.

B. The County retains sole ownership and all right, title, and interest in and to any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement.

C. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.

D. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to Section 101 Of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials other than work product, including but not limited to standard or typical details or designs, developed by Contractor before the date of the applicable task work order or developed after such date otherwise than in connection with this Agreement that may be used or incorporated in Contractor's work product produced under this Agreement. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.

E. the Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.

F. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement.

14) **Confidentiality**.

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information.

The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County, provided that Confidential Information may be disclosed to Contractor's directors, officers, employees, subconsultants, and advisors (including, but not limited to its attorneys, accountants, consultants, agents, and insurance or financial advisors) who (i) reasonably require access to such information in support of Contractor's legitimate business purposes and (ii) have been informed of the confidential nature of the confidential information and, by the nature of their position, pursuant to a written agreement, pursuant to a professional obligation or otherwise, are bound by confidentiality and non-use obligations at least as restrictive as those contained herein.

B. Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;

C. If applicable, Vendor and/or vendors employees/agents, subcontractors, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

D. **Data Protection.** Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects, transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.

E. The provisions of this Section shall survive termination of the Agreement.

15) **Indemnification; Defense; Cooperation.**

A. Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), to the extent caused by any negligent acts or omissions of the Contractor or any party for which it is legally responsible.

B. Intentionally omitted.

C. The Contractor shall and shall cause all of Contractor's Agent(s) to reasonably cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or the Contractor's Agent(s) in connection with this Agreement.

D. Intentionally omitted.

E. **Infringement Indemnification**. The Contractor shall indemnify and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") to the extent caused by Contractor's infringement, violation or unauthorized use of any copyright, trade secrets, or trademark , patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement that violates the Standard of Care. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.

(1) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined due to Contractor's infringement, violation or unauthorized use of any intellectual property in violation of the Standard of Care, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County.

(2) The foregoing provisions shall not apply to any infringement occasioned by modification by the County or any party acting for or on behalf of the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's prior written approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.

(3) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and take reasonable steps to secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

F. The provisions of this Section shall survive the termination of this Agreement.

16) **Insurance.**

A. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which

policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) aggregate coverage, (iii) workers compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, or, if the Contractor is exempt from New York State Workers' Compensation Insurance requirements, the Contractor shall provide the County with appropriate documentation evidencing such exemption, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation or exemption is granted in favor of the County of Nassau.

B. Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and reasonably acceptable to the County, and which is (ii) in form and substance reasonably acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

C. Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

17) **Assignment; Amendment; Waiver; Subcontracting**.

A. This Agreement and the rights and obligations hereunder may not be in whole or part and in accordance with General Municipal Law Section 109 (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

B. The Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and the Contractor's subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The County shall have no obligation to pay or to enforce the payment of any moneys to any Contractor subcontractors.

C. The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive.

18) **Termination**.

A. Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor (ii) for "Cause" by the County if Contractor fails to cure the alleged Cause within seven (7) days of receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and/or (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

B. As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

C. By the Contractor: This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

D. **Contractor Assistance Upon Termination**. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

19) **Accounting Procedures; Records.**

A. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

20) **Limitations on Actions and Special Proceedings Against the County.** No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

A. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary 6 moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

B. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

21) **Work Performance Liability**. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

22) **Data Breach**:

A. Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:
   i) Date and time of the breach;
   ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
   iii) The nature and extent of the breach;
   iv) The Contractor's proposed plan to investigate and remediate the breach.

B. Upon discovery by the Contactor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

C. The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.

D. The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.

23) **Consent to Jurisdiction and Venue; Governing Law**. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

24) **Notices**. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:

A. in writing to the above referenced addresses and in compliance with the below,

B. delivered or sent

i) by hand delivery, evidenced by a signed, dated receipt,

ii) postage prepaid via certified mail, return receipt requested, or

iii) overnight delivery via a nationally recognized courier service,

iv) deemed given or made on the date the delivery receipt was signed by a County employee, five (5) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and

(1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,

(2) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County,

(3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and

(4) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

25) **All Legal Provisions Deemed Included; Severability; Supremacy**.

A. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

B. In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

C. Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

D. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

26) **Section and Other Headings**. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

27) **Administrative Service Charge**. Unless exempted or excluded by law, the Contractor agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

28) **Executory Clause**. Notwithstanding any other provision of this Agreement:

A. **Approval and Execution**. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless:
   i) all County approvals have been obtained, including, if required, approval by the County Legislature, and
   ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

B. **Availability of Funds**. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

29) **Entire Agreement**. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

30) **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

31) Force Majeure. Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome

such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

32) **Non-Waiver:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but same shall remain in full force and effect. Acceptance by the County of any portion of the Work or the payment or any fees or reimbursements due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

33) **Participation By Political Subdivisions, "PIGGY BACKING" (IF APPLICABLE):** The successful vendor agrees that all political subdivisions of Nassau County and/or New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases thereunder.

New York State Law allows cooperative purchasing between public agencies. General Municipal Law 103, subdivision (16) allow political agencies "to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, … as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein….." Such agencies that meet requirements of NYS GMU 103 may purchase from contracts established by the COUNTY. Unless Vendor declines on the offer submitted by the seller to the County, Vendor agrees to sell services defined in this agreement to other eligible government agencies. The COUNTY accepts no responsibility for the payment of the service price by other governmental agencies.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

LiRo Architects + Planners, PC

By: _____

Name: JOSEPH M. SPINA

Title: SR. VICE PRESIDENT

Date: 8.28.2016

NASSAU COUNTY

By: _____

Name: _____

Title:

____, County Executive

(or) ___, Chief Deputy County Executive

(or) ___, Deputy County Executive

Date: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 28th day of August in the year 2026 before me personally came Joseph M. Spina to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Putnam; that he or she is the officer of LiRo Architects + Planners, PC the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

M. Descire Mori
Notary Public State of New York
No. 01MO6434182
Qualified In Nassau County
My Commission Expires May 31, 2030

NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____day of _____ in the year _____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

EXHIBIT A
ENGAGEMENT DELIVERABLES, ASSUMPTIONS, SCOPE OF WORK

DETAILED SCOPE OF SERVICES

ON-CALL BUILDING DESIGN SERVICES

1. Scope of Services:

Subject to the written direction, control and supervision of the Commissioner and encumbrance thereof by the County Comptroller for the required purpose, the Firm agrees to perform the specialized on-call operations assistance and design services, at various time periods, at any of the County's facilities.

The services to be provided by the Firm under this Agreement consist of "On-Call" Building Design Services for the County's Division of Engineering including, providing study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, constructability reviews, estimating, design reviews, surveys for County infrastructure, and other design related tasks on an as needed basis for various building and related projects, or to serve as an extension of County staff for various building and related projects, and any other design related engineering service.

The specific services required for each project will be more specifically set forth in a written request for a proposal and cost estimate which will be provided to the Firm when such services are needed by the County.

2. Notification

The Firm agrees to review the County's request within the specified time limit and provide the County with a written proposal and cost estimate based on the terms and conditions of this Agreement. The County reserves the right to accept or reject any proposal and estimate from the Firm. Additionally, the County is not required to assign any work to the Firm under this Agreement.

The Department reserves the right to extend the number of work-hours for specific assignments at any time during the assignment. The Department reserves the right to make multiple project assignments for the site-specific services. Further, the Department reserves the right to transfer or otherwise modify such specific assignments to another project on the site if deemed in their best interest.

3. Task Order (Mission) Procedures

This Agreement is an on-call services agreement. Nothing contained in this agreement, shall be deemed to assign, or guarantee assignment of, any work to the Firm. Any work that may be assigned to the Firm is subject to all the terms and conditions contained in this Agreement.

a) Task Order Issuance and Submission of Proposal - in the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the 'Mission") that provides a detailed description of the services required by the Department and the type of cost estimate it is requesting. Depending on urgency of the work, the Department may send the Task Order to the Firm for a response within a week. Under normal circumstances if the Task order is sent to the Firm, the Firm shall:

1) Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department's issuance of the Task Order; and

2) Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (i) (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (i)(B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order and (ii) the total time the Firm will require to complete the work described in the Task Order.

(b) Department review of Proposal and Cost Proposal:

1) The Department shall review the proposal and the Department may, in its sole and absolute discretion, (i) select the Firm to provide the requested services or a part of the service, (ii) reject the Proposal or (iii) request modifications to the proposal and grant additional time for the submission of a revised Proposal.

2) The Commissioner shall notify the selected Firm in writing of the Department's determination if the Proposal is accepted by the Department. The Department will issue a notice to proceed setting forth a start date and any additional terms and conditions that may apply.

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EXHIBIT B

PAYMENT SCHEDULE

ON-CALL BUILDING DESIGN SERVICES

Payment(s) to the Firm for all services under this Agreement that are authorized by the Department shall be made in accordance with Section 3 of this Agreement and further described below:

1. SERVICES

(a) Payment for services under this agreement shall be made (i) on the basis of a lump sum; or (ii) the actual salaries paid to the approved technical personnel engaged in performing the service as set forth in the Maximum Hourly wage Rate schedule as defined below, exclusive of payroll taxes, insurance, and any and all fringe benefits, times the multiplier; or (iii) the terms delineated for the specific assigned task. The method of determining compensation shall be established for each project as set forth in the Department's written Task Order.

(b) Sub-consultants and Special Consultants

Sub-consultants or Special Consultants engaged by the Firm, as submitted in the proposal or with the prior written consent of the Commissioner, shall be compensated on the same basis as provided herein for employees of the firm unless the Firm has been approved to utilize a Sub-consultant or Special Consultant that has a firm multiplier that is below that stated above for the Firm. The Firm shall be reimbursed the actual cost of the fees of the Sub-consultant or Special Consultant. The Firm shall first obtain the approval of the Commissioner before retaining any special consultant for services other than any of the services for which the Firm has claimed skill and experience forming the basis of this agreement.

2. MAXIMUM HOURLY WAGE RATE SCHEDULE:

The "Maximum Hourly Wage Rate Schedule" annexed hereto and made a part hereof as Appendix "A" shall list the job classifications and maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate schedule shall be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work or night differential, if applicable, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule. Notwithstanding the foregoing, the maximum

billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed two hundred and twenty-five dollars ($225.00) per hour.

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Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

Definitions:

As used in this Appendix EE the term **"Executive Director"** shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term **"Subcontract"** shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term **"Subcontractor"** shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

As used in this Appendix EE the term **"Best Efforts Checklist"** shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term **"County Contract"** shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term **"County Contractor"** means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE **"Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises"** shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid

documents.

Rule:

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

A. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

B. At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

C. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

D. The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

E. The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

F. Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

G. Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

H. At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

I. In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

J. Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

K. A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

L. The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

i) Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

ii) If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

iii) Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

M. The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:
   Rocco L. Trotta, PE (Name)
   3 Aerial Way, Syosset, NY 11791 (Address)
   516-938-5476 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ (HAS) X (HAS NOT) been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:
   _____
   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ (HAS) X (HAS NOT) been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:
   _____
   _____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

7-30-26

Dated

Signature of Chief Executive Officer

Rocco L. Trotta, PE

Name of Chief Executive Officer

Sworn to before me this
30 day of July, 2026

Notary Public

CAMILLE MATTINA
Notary Public, State of New York
No. 01MA6093049
Qualified in Nassau County
Commission Expires May 27, 2027

Non-Disclosure Agreement (NDA)
(If Applicable)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made effective as of this ___ day of _____, 20__ by and between the County of Nassau acting by and through its Department of _____ ("Disclosing Party" or "County") and LiRo Architects + Planners, P.C. ("Recipient" or "Contractor"), including each of their subsidiaries, successors and assigns.

WHEREAS, County and Contractor have entered into Nassau County contract number B90406-02DL, for On-call Building Design ("Agreement"); and

WHEREAS, County require that the Contractor assigned to work on County projects acknowledges the obligations of confidentiality and non-disclosure applicable to the Contractor pursuant to the Agreement.

NOW, THEREFORE, the Contractor acknowledges the following:

Term.
The confidentiality obligations set forth herein shall survive (i) termination of the Agreement.

Confidential Information.

(a) The Contractor acknowledges and understand that all records, reports, information, and data as further identified below ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Contract or as required by Law.

(b) The Contractor acknowledges and understand that in connection with performance under Agreement Contractor may have access to and/or be in possession of confidential information of County ("Confidential Information"). Confidential Information shall mean all information both tangible and intangible information and materials belonging to the County or in the County's possession that are of a confidential or proprietary nature, whether or not marked or identified as such, and are disclosed or made accessible to the Contractor, including, but not limited to:

(i) trade secrets, processes, business, financial information and technical information and data, disclosed orally, visually, in writing, electronic media or by any other means;

(ii) all non-public information concerning the programs, processes, statistics, research, development, strategic plans, or the like with respect to the operations and activities of the County;

(ii) all information concerning the County's computer systems and technology, including, but not limited to, information concerning current and future hardware, software, configurations, operations, networks, computing facilities and locations, processes, research, projects, designs, and specifications;

(iv) all non-public information concerning current and/or former County employees, contractors and/or vendors, and members of the public;

(v) all information that the County receives from third parties if the County is subject to a duty to keep such information confidential;

(vi) all original and copied notes, memoranda, or other records and documentation of the Contractor to the extent relating to, derived from, and/or incorporating any County Confidential Information;

(viii) all information marked or identified as "confidential" or "proprietary" in written or electronic form when disclosed and/or made accessible to the Contractor or its designee.

Non-Disclosure

(a) The Contractor shall maintain all County Confidential Information in strict confidence and cause Contractor employees, agents, advisors, and subcontractors to maintain County Confidential Information in strict confidence. The Contractor acknowledges and understand that Contractor is obligated to hold in confidence, in the same manner as Contractor holds Contractor's own confidential information of like kind, all Confidential Information to which Contractor may have access under the Agreement; provided that in no event shall the Contractor exercise less than reasonable care to protect the Confidential Information. If necessary to provide services under the Agreement, Contractor may disclose Confidential Information received under this Agreement to employees, subcontractors, advisors (including but not limited to attorneys, accountants, or insurance advisors), or agents with a need to know, provided that any Contractor employee, subcontractor or agent is bound to protect such Confidential Information from unauthorized use and disclosure under the terms of a written agreement, pursuant to a professional obligation, or otherwise, provided that such obligation is at least as stringent as those of the Contractor's obligations under the Agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the County.

(b) The Contractor acknowledges and understand that Contractor shall not use the Confidential Information for Contractor's own benefit or for the benefit of any third party, except as expressly permitted or directed by authorized County management.

(c) Except as specifically agreed in writing by the County or agency head, the Contractor shall not disclose any County Confidential Information to any entity outside the United States, or store or transmit any County Confidential Information outside the United States, other than County Confidential Information that is in electronic form and is transmitted or stored on a momentary basis as may be inherent in electronic transmission between locations within the United States.

Compliance with Laws

The Contractor shall comply with all applicable Federal, State and local Laws governing the confidentiality and privacy of Information. As used in this Non-Disclosure Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. In the event of any inconsistency or conflict between the provisions of this NDA and the provisions of applicable Laws governing the confidentiality and privacy of Information (e.g. personal information of County employees), the provisions of applicable Laws shall take precedence.

Exclusions

Excluding that information required by law to be protected, the foregoing shall not prohibit or limit Contractor's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of the Agreement.

Reporting
Contractor shall notify the County of any request for Information or access to Information that is unrelated to the performance or administration of the Agreement.

Ownership
All Information, except the Contractor's proprietary information, to which the Contractor has access is at all times the sole property of the County. The Contractor shall not have any right, title or interest to such material and shall not sell, transfer or otherwise make available to third parties except as provided in this NDA or the Agreement. All reports, notes, memoranda, notebooks, drawings and any other Information developed, received, compiled or delivered to the Contractor, regardless of the source of Information, shall be maintained only for the time necessary to provide services under the Agreement and shall be returned to the County at the termination of the Agreement or destroyed at the direction of the County. Destruction shall be deemed to include the purging of all Information from all equipment and media storage created or used in performance of the Agreement.

Performance
(a) Except to the extent necessary to provide services under the Agreement and with the consent of the County, the Contractor shall attach or load any additional hardware or software to County equipment. The Contractor shall use only those access rights and shall access only Information authorized by the County.

(b) The Contractor acknowledges and understand that Contractor shall comply with County's published computer and information security policies and practices which are made available to Contractor.

Assignment.
The Contractor shall not assign or subcontract its obligations under this NDA.

Breach.
The Contractor acknowledges that breach of this NDA may give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. Additionally, the Contractor shall indemnify and hold harmless the County and its officers, agents and employees from all suits, actions, damages and costs of every name and description caused by the acts or omissions of the Contractor and/or Contractor's employees, agents or subcontractors in violation of the terms and conditions of this NDA.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date set forth below.

CONTRACTOR: LiRo Architects + Planners, P.C.

By: _____
Name: Joseph M. Spinks
Title: Sr. Vice President
Date: 08.28.2024

COUNTY OF NASSAU

By: _____
Name: _____
Title: _____
Date: _____

Confidentiality Agreement
(If applicable)

I Joseph M. Spina (insert name), am a (please circle one) subcontractor / agent / employee / director / officer / other _____ of the Contractor LiRo Architects + Planners, P.C. (the "Contractor"). I understand that I will be performing services in furtherance of an agreement between the Contractor and Nassau County (the "County") related to the contracted services (the "Agreement"). I understand, acknowledge, and agree that all records, information, and data ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. I agree to reasonably safeguard any Information as to prevent disclosure to any unauthorized person. I understand and agree that the terms of this Confidentiality Agreement shall continue after I am no longer performing services related to the Agreement, and I shall continue to abide by such terms of this Confidentiality Agreement in perpetuity. I understand that failure to comply with these requirements may result in disciplinary action, termination, civil liability, and/or criminal prosecution, as well as any other penalties provided by law. This Confidentiality Agreement shall be governed and construed in accordance with the Laws of New York State.

(Individual's Signature)

Joseph M. Spina

(Individual's Printed Name)

LiRo Architects + Planners, P.C.

(Entity for which Individual is an employee or agent)

08.28.2015

(Date)

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Contract File

FROM: Jane Houdek, Esq.
Designated DCCO

DATE: August 20, 2026

SUBJECT: Contract No: B90406-02DL
LiRo Architects + Planners, P.C.
On-Call Building Design Services
Responsibility Determination Memo

DPW Summary Finding

It is the Department's opinion that based on the information known to the Department and summarized in this memorandum, that the vendor is a responsible contractor for the purpose of being awarded the above-referenced contract.

NYS Standard for State and Municipal Contract Approval

Prior to the award of a contract, New York State agencies and political subdivisions, are required to make a determination of responsibility of the proposed vendor. State Finance Law §163 (9) (f); Highway Law §38; Public Building Law §8; General Municipal Law §103. General Municipal Law §103 requires the County to award contracts to a "responsible bidder" but does not define that term. However, the State Finance Law, which is the analogous law for contracting by New York State agencies, defines responsible as: "financial ability, legal capacity, integrity and past performance of a business entity and as such terms have been interpreted relative to public procurements." NY CLS St. Fin §163 (1) (c). This standard is equivalent to the standard applied to procurements pursuant to NYGML §103. *Matter of AAA Caring & Rubbish Removal, Inc. v. Town of Southeast* 17 N.Y. 3d 136 (2011)

The NY State Office of General Services employees the FLIP analysis -financial ability, legal capacity, integrity and past performance – to meet its obligation to make a responsibility determination.

Application of the FLIP test

As explained in this memorandum, the FLIP test, can be used to evaluate a vendor's responsibility.

1. Financial and Organizational Capacity
   The Department has reviewed materials supplied by vendor as required by the bid documents and is satisfied that the vendor has met the financial and organizational capacity as required by the bid documents.

2. Legal Authority
   Vendor is not debarred. Vendor possesses requisite licenses.

3. Integrity
   Vendor possesses requisite business integrity-analysis of vendor information described in later portion of this memorandum.

4. Past Performance
   Based upon the vendor's prior performance on County contracts, as well as a check of vendor's reference, vendor is qualified to perform the work for the above-referenced contract.

SUBJECT: Contract No: B90406-02DL
LiRo Architects + Planners, P.C.
On-Call Building Design Services
Responsibility Determination Memo

Nassau County Procurement Policy Requirements

Similarly, the Nassau County Procurement Policy states that, "a vendor is deemed responsible to be awarded a contract when it has demonstrated that it has the integrity and capacity to perform the required services on behalf of the County." Nassau County Procurement Policy at Appendix E. Appendix E goes on to state that factors to consider in determining the responsibility of a vendor include: financial resources, organizational capacity, a satisfactory record of performance and a satisfactory record of business integrity - an analysis identical to the FLIP test.

For purposes of its consideration of responsibility, the County requires potential vendors to submit vendor disclosure forms. Those forms are used by the Department as a tool when conducting a vendor responsibility review with the intent of determining "if there exists any material adverse information impacting the vendor's capacity or integrity." Quoting Appendix E.

The following is quoted from Appendix E:

> For adverse information to be considered a factor in a vendor responsibility review, the information must be found to be material. Not all adverse information may be material. Materiality is greater for more recent events than for less recent ones, and materiality is greater for events concerning services more closely related to those required by the County than services that are less so. An event is considered most material when it concerns services equivalent or similar to those required by the County, has occurred recently, occurred in close geographic proximity to the County, and involves one or more individuals or organizational departments that may be involved in the conduct of the County contract. Also relevant in this assessment is whether the event involves a relatively large or small amount of money, services or product; whether the event involves a threat to life, health, safety, or property, whether criminality or possible criminality is involved; and the quantity of adverse information. In addition, any adverse information discovered by a department, which should have been, but was not disclosed by the vendor on the appropriate disclosure form(s) may be considered material.
>
> Examples of adverse information that may not be considered material include adverse social media posts or poor reviews of a company posted on the internet. In addition, adverse information that occurred and/or was resolved more than five years ago generally is not considered material, although once such information has been identified the department conducting the review should investigate whether any similar subsequent event(s) occurred that may be subject to further analysis or suggesting a concern regarding the vendor's corporate culture.
>
> A finding of nonresponsibility has significant implications for the vendor, since subsequent to that determination the vendor must disclose it in future solicitation responses to public entities. Therefore, the finding must be based upon evidence of a sufficiently severe failure of capacity and/or integrity on the part of the vendor. Any adverse information which is not deemed to be sufficient for a finding of nonresponsibility must be demonstrated by the vendor to have been addressed sufficiently through implementation of corrective actions and/or plans to ensure that the adverse event(s) shall not impact or recur during the conduct of the County contract under consideration. Corrective actions that may be considered in this regard include, but are not limited to, termination of the employee(s) involved, introduction of new policies and procedures, employee trainings, reorganization of the vendor's structure, introduction of new internal or external monitors, payment of all fines, satisfactory resolution of the matter by the investigating entity, etc.

August 20, 2026

SUBJECT: Contract No: B90406-02DL
LiRo Architects + Planners, P.C.
On-Call Building Design Services
Responsibility Determination Memo

Application of the Materiality Evaluation to Determine Vendor Integrity

As described in this memorandum, the Nassau County Procurement Policy at Appendix E identifies factors that should be considered when determining if the adverse information available about a vendor rises to level of materiality (vendor responsibility determination is dependent upon material information).

Adverse Information Review

Vendor reports an OSHA violation by a nonperforming affiliate in 2021 resulting from a fall by an employee from an unprotected elevated work site. Vendor reports the corrective measures it has taken on subsequent jobsites to prevent a reoccurrence of the conditions that lead to the OSHA violation. Vendor reports multiple New York City administrative citations issued to a nonperforming affiliate related to violations of New York City air and noise codes.

The pending Vendor contract with the County is for on call building design services. Accordingly, the construction work that gave rise to the OSHA violations and the New York City code citations is not the type of work that will be performed for the County, so similar violations cannot occur while performing County contract work. The Department has concluded that the vendor is a responsible vendor for the performance of the scope of work in Contract B90406-02DL.

Jane Houdek
Attorney for DPW

JH:jd

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: LiRo Architects + Planners, PC

2. Amount requiring NIFA approval: $3,000,000.00

Amount to be encumbered: $0.01

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to Four (4) years from the Commencement Date with the option to extend up to two (2) years
Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)	
Capital Improvement Fund (CAP)	X	Other	

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	Yes
Has the County Legislature approved the borrowing?	Yes
Has NIFA approved the borrowing for this contract?	No

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The Department proposes to enter into a personal services agreement with the firm LiRo Architects + Planners, P.C. to provide On-Call Building Design Services for the County's Building Construction Group in Emergency/time sensitive situations, whenever special expertise is required or when the scope of projects is such that a separate RFP for professional services is not warranted. The services may include study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, estimating, constructability review, design review, or any other services necessary to address a wide variety of building /infrastructure design, repair, and improvements as authorized by the Department.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN 08/27/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Rocco L. Trotta, PE state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: LiRo Architects + Planners, P.C>

Vendor's Address: 3 Aerial Way Syosset NY US 11791

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 05/06/2026 12:30:29 pm

Lobbyist Registration and Disclosure Form: 05/26/2026 11:26:38 am

Business History Form certified: 05/06/2026 12:34:33 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 05/06/2026 12:31:45 pm

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Joseph Spina, AIA, NCARB [SPINAJ@LIRO.COM]
Date Certified	05/07/2026 11:19:45 am

Principal Name	B. Charles Manning, PE [MANNINGC@LIRO.COM]
Date Certified	05/07/2026 09:21:24 am

Principal Name	Michael Burton, PE [BURTONM@LIRO.COM]
Date Certified	05/06/2026 01:59:17 pm

Principal Name	Rocco Trotta, PE [TROTTAR@LIRO.COM]
Date Certified	05/06/2026 12:32:55 pm

Principal Name	John Zychowicz, Jr. [ZYCHOWICZJ@LIRO.COM]
Date Certified	05/06/2026 03:26:17 pm

I, Rocco L. Trotta, PE hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Rocco L. Trotta, PE TROTTAR@LIRO.COM

Name

Chairman, CEO, President

Title

LiRo Architects + Planners, P.C.

Name of Submitting Entity

05/26/2026 11:29:32 am

Date

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [X] NO [ ] If yes, to what campaign committee?

[redacted]

Electronically signed and certified at the date and time indicated by:
Rocco Trotta, PE [TROTTAR@LIRO.COM]

Dated: 05/06/2026 12:30:29 pm

Vendor: LiRo Architects + Planners, P.C.

Title: Chairman, CEO, President

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 05/06/2026

1) Proposer's Legal Name: LiRo Architects + Planners, P.C.

2) Address of Place of Business: 3 Aerial Way

City: Syosset State/Province/ Territory: NY Zip/Postal Code: 11791

Country: US

Address: 116 North Washington Avenue, Office 301

City: Scranotn State/Province/ Territory: PA Zip/Postal Code: 18503

Country: US

Start Date: End Date:

Address: 1266 East Main Street, Soundview Plaza, Suite 700R

City: Stamford State/Province/ Territory: CT Zip/Postal Code: 06902

Country: US

Start Date: End Date:

Address: 141-07 20th Avenue, Suite 403

City: Whitestone State/Province/ Territory: NY Zip/Postal Code: 11357

Country: US

Start Date: End Date:

Address: 212 West 35th Street

City:	New York	State/Province/ Territory:	NY	Zip/Postal Code:	10018
Country:	US				
Start Date:				End Date:	

Address:	235 East Jericho Turnpike				
City:	Mineola	State/Province/ Territory:	NY	Zip/Postal Code:	11501
Country:	US				
Start Date:				End Date:	

Address:	333 Thornhall Street				
City:	Edison	State/Province/ Territory:	NJ	Zip/Postal Code:	08837
Country:	US				
Start Date:				End Date:	

Address:	421 S. State Street, Suite 8				
City:	Clarks Summit	State/Province/ Territory:	PA	Zip/Postal Code:	18411
Country:	US				
Start Date:				End Date:	

Address:	455 Winding Brook Dr., Suite 201				
City:	Glastonbury	State/Province/ Territory:	CT	Zip/Postal Code:	06033
Country:	US				
Start Date:				End Date:	

Address:	529 Main Street, Suite 3303				
City:	Boston	State/Province/ Territory:	MA	Zip/Postal Code:	02129
Country:	US				
Start Date:				End Date:	

Address:	690 Delaware Avenue				
City:	Buffalo	State/Province/	NY	Zip/Postal	14209

		Territory:		Code:	
Country:	US				
Start Date:				End Date:	

Address:	703 Lorimer Street				
City:	Brooklyn	State/Province/ Territory:	NY	Zip/Postal Code:	11211
Country:	US				
Start Date:				End Date:	

Address:	85 Allen Street, Suite 300				
City:	Rochester	State/Province/ Territory:	NY	Zip/Postal Code:	14608
Country:	US				
Start Date:				End Date:	

Address:	One Gateway Center, 300 Washington Street, Suite 902				
City:	Newton	State/Province/ Territory:	MA	Zip/Postal Code:	02458
Country:	US				
Start Date:				End Date:	

Address:	One State Street Plaza				
City:	New York	State/Province/ Territory:	NY	Zip/Postal Code:	10004
Country:	US				
Start Date:				End Date:	

3) Mailing Address (if different):

City:		State/Province/ Territory:		Zip/Postal Code:	
Country:					
Phone:	(516) 938-5476				

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Other (Describe) Professional Corporation

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [X] NO [ ] If yes, please provide details:

LiRo Architects + Planners, P.C. shares office space, staff, and equipment expenses with its affiliates:
LiRo Program and Construction Management, PE P.C.
LiRo Engineers, Inc.
LiRo Architects & Engineers West, P.C.
LiRo Architects & Engineers, P.C. (CT)
LiRo Architects & Engineers, P.C. (PA)
LiRo Program and Construction Management, Inc.
LiRo Constructors, Inc.
LiRo GIS, Inc.
Monitor Builders, Inc.
RLT Engineering, Geology and Land Surveying, P.C.
DAI, Inc.
LiRo-Hill, Corp. f/k/a Hill-LiRo Corp.
James LaSala & Associates, LLP

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

See attached

1 File(s) uploaded: BH Question 9.pdf

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

See attached

1 File(s) uploaded: BHF-Q13 Attachment (May 2026).pdf

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

We are not aware of any matter that is or may become a conflict of interest preventing LiRo from performing its services on behalf of the County. Should a perceived or actual conflict arise at a later date that may impact LiRo's ability to perform its services on this project, LiRo will fully disclose the nature of such conflict immediately to the County upon learning of it. Further, LiRo will establish a firewall, as necessary, to ensure that any such conflict of interest will not impact LiRo's ability to perform its services on the project.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

06/24/1982

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

B. Charles Manning, [redacted]

iii) Name, address and position of all officers and directors of the company. If none, explain.

See attached

1 File(s) uploaded: BH 17 A iii Attachment May 2026.pdf

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

35

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

See attached

1 File(s) uploaded: BH Question A vii Accomp.pdf

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

42

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

The LiRo Group's staff of almost 900 professionals includes 128 licensed Professional Engineers and 26 Registered Architects. The majority of LiRo's resources are based in New York State, making it one of the largest full service consulting firms in the metropolitan area with over 95 percent of its clientele as public agencies.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Nassau Community College		
Contact Person	Carol Lynn Friedman, Assistant Vice President for Design and Construction		
Address	One Education Drive, F Cluster 2nd Floor		
City	Garden City	State/Province/Territory	NY
Country	US		
Telephone	(516) 572-9786		
Fax #			
E-Mail Address	carol.friedman@ncc.edu		

Company	Suffolk County Department of Public Works		
Contact Person	Paul Clinton, Architect		
Address	335 Yaphank Avenue		
City	Yaphank	State/Province/Territory	NY
Country	US		
Telephone	(631) 852-4692		
Fax #			
E-Mail Address	paul.clinton@suffolkcountyny.gov		

Company	Town of Oyster Bay		
Contact Person	Richard Lenz, Commissioner		
Address	150 Miller Place		
City	Syosset	State/Province/Territory	NY

Country	US
Telephone	(516) 677-5935
Fax #	
E-Mail Address	rlenz@oysterbay-ny.gov

I, Rocco Trotta, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Rocco Trotta, PE , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: LiRo Architects + Planners, P.C.

Electronically signed and certified at the date and time indicated by:
Rocco Trotta, PE TROTTAR@LIRO.COM

Chairman, CEO, President
Title

05/06/2026 12:34:33 pm
Date

Question 9

LiRo Architects + Planners, P.C. [redacted]
B. Charles Manning

LiRo Affiliated Companies include:

LiRo Engineers, Inc.
LiRo Program and Construction Management, PE P.C.
LiRo Architects & Engineers West, P.C.
LiRo Architects & Engineers, P.C. (CT)
LiRo Architects & Engineers, P.C. (PA)
LiRo Program and Construction Management, Inc.
LiRo Constructors, Inc.
LiRo GIS, Inc.
Monitor Builders, Inc.
RLT Engineering, Geology and Land Surveying, P.C.
DAI, Inc.
LiRo-Hill, Corp., Corp f/k/a Hill-LiRo, Corp.
James LaSala & Associates, LLP

Question 13 Attachment

1.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.: 051002434Y, 051002433M, 051002432K, 051002430R, 051002431Z, 051002427X, 051002429J, 051002425M, 051002426Y, 051002428H

Determination: LiRo agreed to pay a stipulated penalty of $10,000.00

Circumstances: On January 22, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for violation of RCNY Section 1-28 (B) - Failed to compile complete records for asbestos assessment report (No survey report with quantities and conditions).

LiRo was conducting asbestos investigations at 10 sites for LiRo projects with NYCDDC, which were the subject of a January 2020 audit by NYCDEP. The inspector from the NYCDEP reported that LiRo failed to prepare and produce asbestos survey reports that include the quantities and conditions of all building materials collected for analysis, in reference to the filed ACP5 report for each of the 10 projects audited. Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of $10,000.00. This matter is now closed.

2.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 05100324L

Determination: LiRo agreed to pay a stipulated penalty of $1,500.

Circumstances: On November 6, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for violation of 15 RCNY Section 1-37 (f) – "Failed to document sample location sketch and sample flow rates as part of log". On the date of the inspection, LiRo was conducting air monitoring at a site for a LiRo project with NYCHA. The inspector from the NYCDEP reported, upon inspection of the air monitor log, that LiRo failed to record sample flow rates and sample location sketches as part of the log, as required by section 1-37 (f)(3)(5). This section mandates that the log must contain a sample location sketch, showing the sample ID numbers, identifying all project air sample locations, per work shift or day of area air samples. The sketch must be made within one hour of the beginning of sample collection. LiRo accepted the stipulation to pay the penalty amount of $1,500. This matter is now closed.

3.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051003316P

Determination: LiRo agreed to pay a total stipulated penalty of $2,500.

Circumstances: On December 20, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for two violations of 15 RCNY, Section 1-41 (c), "Failed to conduct air sampling during abatement as required" and Section 1-42 (a), "Utilized improperly located air samplers". On the date of the inspection, LiRo was conducting air sampling at a site for a LiRo project with NYCDDC. The NYCDEP inspector reported he observed an air sampling pump improperly placed, per section 1-42(a). In addition, the NYCDEP inspector observed that an air sampling pump was placed improperly inside the work area, in violation of section 1-41 (c). LiRo accepted the stipulation to pay the penalty amount of $1500 for the violation of Section 1-41 (c) and $1000 for the violation of Section 1-42 (a). The total penalty amount due is $2,500. This matter is now closed.

4.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.: 051003696Z

Determination: LiRo agreed to pay a stipulated penalty of $3,000 for 1-51 (C), $1,500 for 1-37 (F), $1,500 for 1-41 (C) and $1,000 for 1-42 (A).

Circumstances: On January 21, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for four (4) violations: (1) RCNY Section 1-51(C) BX22 for failure to ensure the wearing of protective clothing (coverall hood, hand gloves, etc.) in the work area by the air monitoring technician, (2) RCNY Section 1-37(f), for failure to create/maintain a sketch of the locations of the air samples per work shift or day, (3) RCNY Section 1-41(c) BX2D for failure to conduct an air sampling during abatement as per NYCHA protocol as required (need five air samples in the work area but only three were placed for Phase-II), and (4) RCNY Section 1-42(a) BX2F for failure to mount the air sampling cassettes on the commercially-available aluminum tripods. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on August 20, 2021 and given the nature of the

violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

6.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 0051004102R

Determination: LiRo agreed to pay a stipulated penalty of $1,500 for violation of 1-37 (F)

Circumstances: On April 1, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 15, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

7.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051004210Y

Determination: LiRo agreed to pay a stipulated penalty of $1,500 for violation of 15 RCNY 1-51(f)

Circumstances: On February 16, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-51(f), for failure to post or make available a copy of the current NYSDOL asbestos handling license of the third party air company at the work place. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 26, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

8.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051004424J

Determination: LiRo agreed to pay a stipulated penalty of $1,500 for violation of 1-37 (F).

Circumstances: On March 30, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY

Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on November 16, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

9.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051004402Z

Determination: LiRo agreed to pay a stipulated penalty of $4,000 for violation of 1-37 (F), 1-41(C), and 1-42(A).

Circumstances: On May 14, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F) for failure to create/maintain a bound air sampling log, 1-41(C) for failure to conduct air sampling during abatement as required, and 1-42(A) for utilizing improperly located air samplers. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on December 7 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

10.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051004900L

Determination: LiRo agreed to pay a stipulated penalty of $2,500 for violation of 1-37 (D) and 1-37(F).

Circumstances: On August 12, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(D) for failure to use a functional rotometer to check flow rates of mounted cassettes, and 1-37(F) for failure to create/maintain a bound air sampling log book. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on February 4, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

11.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051004968H

Determination: LiRo agreed to pay a stipulated penalty of $3,000 for violation of Section 1-36(A).

Circumstances: On August 24, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(A) for failure to retain an independent third-party air monitor. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician on site. The LiRo technician on site was only able to present a copy of his certification instead of the original in violation of the regulation. A hearing was held on February 22, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

12.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051005033R

Determination: LiRo agreed to pay a stipulated penalty of $1,500 for violation of 1-42(D)

Circumstances: On September 23, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(D) for failure to follow specified area sampling schedule for air monitoring. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling and the air sampling pump had a flow rate of zero instead of the required 5liters/min (was likely a defective pump). A hearing was held on February 25, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

13.

Agency: Commissioner of the Department of Environmental Protection of the City of New

Violation No.: 051005594R

Determination: LiRo agreed to pay a stipulated penalty of $1,000 for violation of Section 1-36(B).

Circumstances: On December 27, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(B) for failure to have one air sampling technician present per three work areas in one work site to observe and maintain air sampling equipment for the duration of the air sample collection. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician at the work site throughout the air sample collection. The NYCDEP Inspector was not able to locate the Air Sampling Technician at the work site during the inspection. A hearing was held on May 6, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

14.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051005820X

Determination: LiRo Engineers, Inc. was fined $2,400 and subsequently paid the penalty.

Circumstances: On January 26, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Queens, New York. LiRo Engineers, Inc. was fined $2,400 and subsequently paid the penalty. This matter is now closed.

15.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051006403J

Determination: LiRo agreed to pay a stipulated penalty of $1,000 for violation of Section 1-108(I).

Circumstances: On June 1, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-108(I), failure to conduct proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at a site in Bronx, New York, and was required to make sure that the work area was completely dry before a visual inspection was conducted. The NYCDEP Inspector found that the area was not dry prior to LiRo's visual inspection. A hearing was held on September 2, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. The matter is now closed.

16.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: #051006429H

Determination: LiRo agreed to pay a stipulated penalty of $1,000 for violation of Section 1-42(A).

Circumstances: On June 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), utilization of improperly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at a site in Queens, New York. The NYCDEP Inspector found that the air sampling pumps used by LiRo were improperly located next to each other. A hearing was held on September 9, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

17.

Agency:	Commissioner of the Department of Environmental Protection of the City of New York
Violation No.:	#051006498L
Determination:	LiRo agreed to pay a stipulated penalty of $1,500 for violation of Section 1-37(F).
Circumstances:	On July 28, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to maintain an air sampling log in a bound notebook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book included loose individual sheets of paper. A hearing was held on September 30, 2022, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

18.

Agency:	Commissioner of the Department of Environmental Protection of the City of New York
Violation No.:	#051006428X
Determination:	LiRo agreed to pay a stipulated penalty of $1,500 for violation of Section 1-37(F).
Circumstances:	On July 20, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to contain a sample location sketch in the air monitor's logbook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book did not contain a sample location sketch. A hearing was held on October 18, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

19.

Agency:	Commissioner of the Department of Environmental Protection of the City of New York
Violation No.:	#051006971H
Determination:	LiRo agreed to pay a stipulated penalty of $1,500 for violation of 15RCNY1-41(c).
Circumstances:	On October 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-41(c), for failure to conduct air sampling during abatement as required. LiRo Engineers, Inc., was performing air monitoring work on a roof in Manhattan, New York. The NYCDEP Inspector found that the air sampling pumps were outside of the delineated work area. A hearing was held on March 7, 2023 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

20.

Agency:	Commissioner of the Department of Environmental Protection of the City of New York
Violation No.:	# 051007440N
Determination:	LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15RCNY1-51(e)
Circumstances:	On May 1, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-51(e) for failure to meet hygiene requirements at the work site. LiRo Engineers, Inc., was performing air monitoring work at 21 West 112 Street in Manhattan, New York. The NYCDEP Inspector found that the air sampling technician was wearing a watch during the performance of the air monitoring work. A hearing was held on August 8, 2023, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

21.

Agency:	Commissioner of the Department of Environmental Protection of the City of New York
Violation No.:	# 051008088H
Determination:	LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15RCNY1-42(a)
Circumstances:	On August 22, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to place air sampling cassette four feet above the ground. LiRo Engineers, Inc., was performing air monitoring work at 225 Adelphi Street, Brooklyn, NY 11205. The NYCDEP Inspector found that the air sampling technician air sampling cassette was not four feet above the ground. A hearing was held on January 19, 2024 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

22.

Agency:	Commissioner of the Department of Environmental Protection of the City of New York
Violation No.:	# 051008075Z
Determination:	LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15RCNY1-42(a)
Circumstances:	On August 24, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to utilize properly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at 671 Willoughby Avenue, Brooklyn, NY 11206. The NYCDEP Inspector found that the air sampling technician placed the air sampling pump within 1 foot of the wall. A hearing was

held on January 19, 2024 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

23.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: # 051008239X

Determination: LiRo agreed to pay a stipulated penalty of $2,500 for violation of 15RCNY1-42(a) and §1-37 (f).

Circumstances: On October 12, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to utilize a properly located air sampler and §1-37 (f) for failure to maintain an air sampling logbook. LiRo Engineers, Inc., was performing air monitoring work at 108-41 159th Street, Queens, NY 11433. The NYCDEP Inspector found that the air sampler was too close to the wall in the workspace and that the air sampling technician did not maintain a logbook. A hearing was held on February 13, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

24.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: # 051008394X

Determination: LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15RCNY1-42(a).

Circumstances: On October 11, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for its subconsultant's failure to utilize a properly located air sampler. LiRo Engineers, Inc.'s subconsultant was performing air monitoring work at 550 Cauldwell Avenue, Bronx, NY 10455. The NYCDEP Inspector found that the subconsultant's placement of the air sampler was too close to the wall in the workspace. A hearing was held on March 8, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

25.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: # 051008365R

Determination: LiRo agreed to pay a stipulated penalty of $2,500 for violation of 15RCNY§1-37 (f) and (d).

Circumstances: On September 14, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY§1-37 (f) and (d) for failure to maintain an air sampling logbook and current calibration sheet for the rotometer at the workspace. LiRo Engineers, Inc., was performing air monitoring work at 30 Avenue D, New York, NY 10009. The NYCDEP Inspector found that the air sampling technician did not maintain a logbook and did not present the rotometer and associated worksheet upon request. A hearing was held on March 5, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

26.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: #051008522L

Determination: LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15RCNY1-42(a)

Circumstances: On October 19, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassette too close to the wall. LiRo Engineers, Inc., was performing air monitoring work at 411 Lafayette Avenue, Brooklyn, NY 11238. The NYCDEP Inspector found that the air sampling cassette was placed within two feet of the wall. A hearing was held on April 2, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

27.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: #051008524P

Determination: LiRo agreed to pay a stipulated penalty of $2,500 for violation of 15RCNY1-42(a) and 15RCNY1-37(f).

Circumstances On November 29, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassettes too close to each other and 15RCNY1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 2324 Paulding Avenue, Bronx, NY 10469. The NYCDEP Inspector found that the air sampling cassettes were placed too close to each other. Furthermore, the air sampling log consisted of loose papers that were not permanently bound. A hearing was held on April 5, 2024, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

28.

Agency:	Commissioner of the Department of Environmental Protection of the City of New York
Violation No.:	# 051008600H
Determination:	LiRo agreed to pay a stipulated penalty of $2,500 for violation of 15RCNY1-42(a) and 15RCNY1-41(c).
Circumstances	On December 14, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassette too close to the wall and 15RCNY1-41(c), for failure to conduct air sampling as required as the reading on one of the air sampling cassettes was zero. LiRo Engineers, Inc., was performing air monitoring work at 340 Williams Avenue, Brooklyn, NY 11207. The NYCDEP Inspector found that the air sampling cassette was placed within two feet of the wall. Furthermore, one of the air sampling cassettes was malfunctioning and showed a reading of zero. A hearing was held on April 19, 2024, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

29.

Agency:	Commissioner of the Department of Environmental Protection of the City of New York
Violation No.:	# 051008949K
Determination:	LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15 RCNY 1-108(i).
Circumstances:	On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 180 Powell Street, Brooklyn, NY 11212. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

30.

Agency:	Commissioner of the Department of Environmental Protection of the City of New York
Violation No.:	# 051008947R
Determination:	LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 107-02 Farragut Road, Brooklyn, NY 11236. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

31.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: # 051008945N

Determination: LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 1540 East 102nd Street, Brooklyn, NY 11236. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

32.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: # 051008925X

Determination: LiRo agreed to pay a stipulated penalty of $1,500 for violation of 15RCNY1-37(f).

Circumstances: On January 25, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 193 Albany Avenue, Brooklyn, NY 11213. The NYCDEP Inspector found that the air sampling log was in a spiral bound notebook, which does not comply with the legal requirement that the air sampling log be in a notebook which is permanently secured to the front and back covers by stitching, glue and binding. A hearing was

held on July 19, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

33.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: # 051009874J

Determination: LiRo agreed to pay a stipulated penalty of $1,500 for violation of 15 RCNY 1-37(f).

Circumstances: On July 11, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 32-11 Harper Street, Queens, NY 11368. The NYCDEP Inspector found that the air sampling log was in a spiral bound notebook, which does not comply with the legal requirement that the air sampling log be in a notebook which is permanently secured to the front and back covers by stitching, glue and binding. A hearing was held on January 3, 2025, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

34.

Agency: New York City Department of Environmental Protection

Violation No. #051009299M

Determination: LiRo agreed to pay a stipulated penalty of $1,500.00 for violation of 15RCNY1-42(d).

Circumstances: On March 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(d), for failure to maintain the air sampling schedule for air monitoring work at 70-20 Parsons Boulevard, Queens, NY 11365. The NYCDEP Inspector found that the air monitoring equipment was not turned on at the time of inspection, which does not comply with the legal requirement that the air monitoring equipment be functioning properly when in use. A hearing was held on June 24, 2025, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

35.

Agency: New York City Department of Environmental Protection

Violation No. #051011028N

Determination: LiRo agreed to pay a stipulated penalty of $1,000.00 for violation of 15RCNY1-42(a).

Circumstances:

On August 8, 2025, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for failure to maintain BX2F air samplers not places less than 4 feet from the ground at 300 Bushwick Avenue, Brooklyn, NY 11206. The NYCDEP Inspector found that the air monitoring equipment was on the floor at the time of inspection, which does not comply with the legal requirement that the air monitoring equipment be maintained at least 4 feet from the ground. A hearing was held on January 27, 2026, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

OSHA Violation

U.S. Department of Labor – Occupational Safety and Health Administration (OSHA)

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from "Serious" to "Other-than-Serious". LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty of $13,653.00. As part of this settlement, LiRo's Standard Corporate Health and Safety Program has been revised, and LiRo's personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.

Summary of Regulatory Incidents

In over thirty (30) year in business, LiRo Engineers, Inc. and its family of companies (collectively, "LiRo") has undertaken literally thousands of complex and challenging construction, engineering, architectural design and environmental testing and consulting service projects in New York City, New York State, New England and the surrounding areas.

While we continuously strive for excellence on all of our projects, over the years LiRo's environmental group has received violations for certain non-compliance with environmental testing regulations. Our environmental testing group, which is separate and distinct from our civil/structural design and MEP groups, conducts thousands of air monitoring assessments annually. Despite the testing volume, we strive to eliminate even the smallest administrative infractions. It should be noted that a large majority of the violations involved administrative deficiencies. The health and safety of our employees and other workers at these sites was not impacted. Regardless, we consider these violations to be a serious matter, and we have taken numerous steps to eliminate or, at a minimum, mitigate the occurrence of these violations. Our efforts have been successful as the number of issued violations has decreased from nine (9) in 2023, six (6) in 2024 and one (1) in 2025.

For example, all technical staff hires receive classroom training as required for certification and we supplement this with hands-on training where inspectors are coupled with experienced technicians to become more familiar with the practical applications of code enforcement, as well observe firsthand, abatement/remediation contractor means and methods.

As a further business practice, we hold all-hands staff meetings where management reviews our written internal operations standards, safety protocols, changes to applicable regulations and "lessons-learned" from unique project events. Our Project Managers follow up by making site inspections that we record as part of our business unit/corporate quality control efforts. In recognition of the fact that, for identical projects, the different code compliance agencies have different requirements, to safeguard against misinterpretation or confusion, we provide our field staff with a summary of inspection and air sampling protocols that reflect the specific federal, state, or local regulations that govern each project.

Each of the foregoing activities is intended to educate and train our staff to mitigate the chance of administrative violations and ensure proper performance of environmental testing services. LiRo has a no tolerance policy regarding code non-compliance and any employee found to have violated these code requirements is subject to severe disciplinary action, including suspension without pay and termination.

We evaluate our process and training requirements on a regular basis, and we look for every opportunity to improve our performance and eliminate such violations in the future.

As stated above, our efforts to severely mitigate testing violations have been successful and our commitment to this effect will continue into the balance of this year and beyond.

LIRO ARCHITECTS + PLANNERS P.C.:

LITIGATION

Caption: New York City Housing Authority v. LiRo Architects + Planners, P.C.

Location: Supreme Court of the State of New York County of New York

Date Filed: September 28, 2021

Description: LiRo provided professional architectural and engineering consulting services on the construction work at the Ralph J. Rangel Houses, a Housing Authority owned and operated public housing development located in New York, New York ("Rangel House").

NYCHA notified LiRo of the potential claim involving a design error on the part of LiRo's subconsultant, Genesys Engineering, on about November of 2018. NYCHA estimates the cumulative value of its claim for financial loss due to the alleged errors and omissions of LiRo and its subcontractors at $4,769,119.00. LiRo served a tender letter upon Genesys, which was rejected in April 2019. On 2/19/20 LiRo authorized the retention of Jensen Hughes as an expert to assess the damages. Our expert concluded that NYCHA's construction manager, general contractor and electrical contractor share significant responsibility for the alleged damages. On September 28, 2021 NYCHA commenced an action in New York State Supreme Court, New York County, seeking recovery of the above amount. Subsequently, LiRo commenced a third-party action against Genesys to enforce our indemnity rights under our agreement with them. LiRo intends to vigorously defend this matter. The Parties are contemplating meditation as a way to resolve this matter.

Q 17 Aiii

Rocco L. Trotta, [redacted] CEO, President

Michael Burton, [redacted] Executive Vice President & National Operations Mgr

Joseph Spina, [redacted] Senior Vice President

John Zychowicz, [redacted], Senior Vice President

B. Charles Manning, [redacted], Director

Question A vii

Summary of relevant accomplishments:
LiRo is headquartered in Syosset, NY, and continues to serve public and private sector clients ranging from villages and small companies to large state agencies. LiRo has the in-depth experience required to effectively address the requirements and concerns of this project, and is uniquely qualified to provide the expertise necessary to address the goals of this project.

LiRo has completed multiple projects that are the same or very similar to the proposed project. Below is a list of public sector clients for whom LiRo has provided similar work in the past five years.

- Nassau County Department of Public Works
- Town of Hempstead
- Town of Hempstead Department of Sanitation
- Town of Hempstead Department of Parks and Recreation
- Town of North Hempstead Department of Public Works
- Town of Oyster Bay Housing Authority
- Town of Oyster Bay Department of Public Works
- City of Long Beach Department of Public Works
- New York City Department of Transportation
- Suffolk County Department of Public Works
- New York City Police Department
- MTA – Bridges and Tunnels
- New York City Economic Development Corporation
- Westchester County Department of Public Works
- Port Authority of New York and New Jersey
- MTA – Long Island Rail Road
- New York City School Construction authority
- Dormitory Authority of the State of New York
- New York City Health & Hospitals Corporation
- New York City Housing Preservation and Development
- New York City Department of Design & Construction
- New York City Mayor's Office of Environmental Remediation
- New York State Department of Transportation
- New Jersey Turnpike Authority
- New York Public Library
- Empire State Development Corporation
- New York State Homes and Community Renewal
- New York State Thruway Authority
- MTA – New York City Transit
- New York City Housing Authority
- Rochester Housing Authority

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: B. Charles Manning, PE
Date of birth: [redacted]
Home address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 3 Aerial Way

City: Syosset State/Province/ Territory: NY Zip/Postal Code: 11791
Country US
Telephone: 5169385476

Other present address(es):

City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

Type Business
Description
Address 116 North Washington Avenue, Office 301

City Scranton State/Province/ Territory: PA Zip/Postal Code: 18503
Country US
Phone

Type Business
Description
Address 1266 East Main Street, Soundview Plaza, Suite 700R

City Stamford State/Province/ Territory: CT Zip/Postal Code: 06902
Country US
Phone (203) 992-4560

Type	Business				
Description					
Address	141-07 20th Avenue, Suite 403				
City	Whitestone	State/Province/ Territory:	NY	Zip/Postal Code:	11357
Country	US				
Phone	(718) 445-5295				

Type	Business				
Description					
Address	212 West 35th Street				
City	New York	State/Province/ Territory:	NY	Zip/Postal Code:	10018
Country	US				
Phone					

Type	Business				
Description					
Address	235 East Jericho Turnpike				
City	Mineola	State/Province/ Territory:	NY	Zip/Postal Code:	11501
Country	US				
Phone	(516) 746-2350				

Type	Business				
Description					
Address	333 Thornhall Street				
City	Edison	State/Province/ Territory:	NJ	Zip/Postal Code:	08837
Country	US				
Phone					

Type	Business				
Description					
Address	455 Winding Brook Dr., Suite 201				
City	Glastonbury	State/Province/ Territory:	CT	Zip/Postal Code:	06033

Country	US				
Phone					

Type	Business				
Description					
Address	529 Main Street, Suite 3303				
City	Boston	State/Province/ Territory:	MA	Zip/Postal Code:	02129
Country	US				
Phone	(617) 532-6300				

Type	Business				
Description					
Address	690 Delaware Avenue				
City	Buffalo	State/Province/ Territory:	NY	Zip/Postal Code:	14209
Country	US				
Phone	(716) 882-5476				

Type	Business				
Description					
Address	703 Lorimer Street				
City	Brooklyn	State/Province/ Territory:	NY	Zip/Postal Code:	11211
Country	US				
Phone	(718) 782-0267				

Type	Business				
Description					
Address	85 Allen Street, Suite 300				
City	Rochester	State/Province/ Territory:	NY	Zip/Postal Code:	14608
Country	US				
Phone	(585) 287-8833				

Type	Business
Description	

Address	One Gateway Center, 300 Washington Street, Suite 902				
City	Newton	State/Province/ Territory:	MA	Zip/Postal Code:	02458
Country	US				
Phone					

Type	Business				
Description					
Address	One State Street Plaza				
City	New York	State/Province/ Territory:	NY	Zip/Postal Code:	10004
Country	US				
Phone	(212) 563-0280				

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	10/30/2020
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type	Other
Description	Owner
Start Date	10/30/2020

Type	Other
Description	Director
Start Date	10/30/2020

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

[redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Owner of:
LiRo Program and Construction Management, PE P.C.
LiRo Architects & Engineers West, PC (New Jersey)
LiRo Architects & Engineers, PC (Connecticut)
LiRo Architects & Engineers, PC (Pennsylvania PC)
RLT Engineering, Geology & Land Surveying, PC

Sole Member of Charles Manning Consulting LLC

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

All affiliate companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, B. Charles Manning, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, B. Charles Manning, PE , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

LiRo Architects + Planners, P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
B. Charles Manning, PE MANNINGC@LIRO.COM

Shareholder/Owner, Director

Title

05/07/2026 09:21:24 am

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Joseph Spina, AIA, NCARB
Date of birth: [redacted]
Home address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: One State Street

City: New York State/Province/ Territory: NY Zip/Postal Code: 10004
Country US
Telephone: 2125630280

Other present address(es):

City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

Type Business
Description
Address 116 North Washington Avenue, Office 301

City Scranton State/Province/ Territory: PA Zip/Postal Code: 18503
Country US
Phone

Type Business
Description
Address 1266 East Main Street Soundview Plaza, Suite 700R

City Stamford State/Province/ Territory: CT Zip/Postal Code: 06902
Country US
Phone

Type	Business				
Description					
Address	141-07 20th Avenue, Suite 503				
City	Whitestone	State/Province/ Territory:	NY	Zip/Postal Code:	11357
Country	US				
Phone					

Type	Business				
Description					
Address	212 West 35th Street				
City	New York	State/Province/ Territory:	NY	Zip/Postal Code:	10018
Country	US				
Phone					

Type	Business				
Description					
Address	235 East Jericho Tpke				
City	Mineola	State/Province/ Territory:	NY	Zip/Postal Code:	11501
Country	US				
Phone					

Type	Business				
Description					
Address	3 Aerial Way				
City	Syosset	State/Province/ Territory:	NY	Zip/Postal Code:	11791
Country	US				
Phone					

Type	Business				
Description					
Address	333 Thornall Stret				
City	Edison	State/Province/ Territory:	NJ	Zip/Postal Code:	08837

Country	US				
Phone					

Type	Business				
Description					
Address	455 Winding Brook Dr., Suite 201				
City	Glastonbury	State/Province/ Territory:	CT	Zip/Postal Code:	06033
Country	US				
Phone					

Type	Business				
Description					
Address	529 Main Street, Suite 3303				
City	Boston	State/Province/ Territory:	MA	Zip/Postal Code:	02129
Country	US				
Phone					

Type	Business				
Description					
Address	690 Delaware Avenue				
City	Buffalo	State/Province/ Territory:	NY	Zip/Postal Code:	14209
Country	US				
Phone					

Type	Business				
Description					
Address	702 Lorimer Street				
City	Brooklyn	State/Province/ Territory:	NY	Zip/Postal Code:	11211
Country	US				
Phone					

Type	Business
Description	

Address	85 Allen Street, Suite 300				
City	Rochester	State/Province/ Territory:	NY	Zip/Postal Code:	14608
Country	US				
Phone					

Type	Business				
Description					
Address	One Gateway Center, 300 Washington Street, Suite 902				
City	Newton	State/Province/ Territory:	MA	Zip/Postal Code:	02458
Country	US				
Phone					

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type	Other
Description	Senior Vice President
Start Date	04/28/2023

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

In addition to LiRo Architects + Planners, P.C. Joseph Spina is an officer of:

LiRo Architects + Engineers West, P.C.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

All affiliate companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Joseph Spina, AIA, NCARB , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joseph Spina, AIA, NCARB , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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LiRo Architects + Planners, P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Joseph Spina, AIA, NCARB SPINAJ@LIRO.COM

Senior Vice President

Title

05/07/2026 11:19:45 am

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Michael Burton, PE
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 3 Aerial Way
City: Syosset State/Province/ Territory: NY Zip/Postal Code: 11791
Country US
Telephone: (516) 938-5476

Other present address(es):
City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

Type Business
Description
Address 1 State Street Plaza, 28th Floor
City New York City State/Province/ Territory: NY Zip/Postal Code: 10004
Country US
Phone (212) 563-0280

Type Business
Description
Address 116 North Washington Avenue, Office 301
City Scranton State/Province/ Territory: PA Zip/Postal Code: 18593
Country US
Phone

Type	Business				
Description					
Address	1266 E. Main Street, Soundview Plaza, Suite 700R				
City	Stamford	State/Province/ Territory:	CT	Zip/Postal Code:	06902
Country	US				
Phone	(203) 992-4560				

Type	Business				
Description					
Address	141-07 20th Avenue, Suite 403				
City	Whitestone	State/Province/ Territory:	NY	Zip/Postal Code:	11357
Country	US				
Phone	(718) 445-5295				

Type	Business				
Description					
Address	212 West 35th Street				
City	New York	State/Province/ Territory:	NY	Zip/Postal Code:	10018
Country	US				
Phone					

Type	Business				
Description					
Address	235 East Jericho Turnpike				
City	Mineola	State/Province/ Territory:	NY	Zip/Postal Code:	11501
Country	US				
Phone	(516) 746-2350				

Type	Business				
Description					
Address	333 Thornhall Street				
City	Edison	State/Province/ Territory:	NJ	Zip/Postal Code:	08837

Country	US				
Phone					

Type	Business				
Description					
Address	455 Winding Brook Dr., Suite 201				
City	Glastonbury	State/Province/ Territory:	CT	Zip/Postal Code:	06033
Country	US				
Phone					

Type	Business				
Description					
Address	529 Main Street, Suite 3303				
City	Boston	State/Province/ Territory:	MA	Zip/Postal Code:	02129
Country	US				
Phone	(617) 532-6300				

Type	Business				
Description					
Address	690 Delaware Avenue				
City	Buffalo	State/Province/ Territory:	NY	Zip/Postal Code:	14209
Country	US				
Phone	(716) 882-5476				

Type	Business				
Description					
Address	703 Lorimer Street				
City	Brooklyn	State/Province/ Territory:	NY	Zip/Postal Code:	11211
Country	US				
Phone	(718) 782-0267				

Type	Business
Description	

Address	85 Allen Street, Suite 300				
City	Rochester	State/Province/ Territory:	NY	Zip/Postal Code:	14608
Country	US				
Phone	(585) 287-8833				

Type	Business				
Description					
Address	One Gateway Center, 300 Washington Street, Suite 902				
City	Newton	State/Province/ Territory:	MA	Zip/Postal Code:	02458
Country	US				
Phone					

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type	Other
Description	Senior Vice President
Start Date	03/16/2009

Type	Other
Description	Executive Vice President
Start Date	01/15/2020

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Mr. Burton is an officer for the following LiRo affiliated companies:
LiRo Engineers, Inc.
LiRo Program and Construction Management, PE P.C.
LiRo Architects + Planners, P.C.
LiRo Architects & Engineers West, P.C.
LiRo Architects & Engineers, P.C. (CT)
LiRo Architects & Engineers, P.C. (PA)
LiRo Program and Construction Management, Inc.
LiRo Constructors, Inc.
LiRo GIS, Inc.
Monitor Builders, Inc.
RLT Engineering, Geology and Land Surveying, P.C.
LiRo-Hill, Corp. f/k/a Hill-LiRo, Corp.
DAI, Inc.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

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NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

See attached

1 File(s) uploaded: PQ Q11 Attachment (May 2026).pdf

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Michael Burton, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Michael Burton, PE , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

LiRo Architects + Planners, P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Michael Burton, PE BURTONM@LIRO.COM

Executive Vice President

Title

05/06/2026 01:59:17 pm

Date

Question 11 Attachment

1.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.: 051002434Y, 051002433M, 051002432K, 051002430R, 051002431Z, 051002427X, 051002429J, 051002425M, 051002426Y, 051002428H

Determination: LiRo agreed to pay a stipulated penalty of $10,000.00

Circumstances: On January 22, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for violation of RCNY Section 1-28 (B) - Failed to compile complete records for asbestos assessment report (No survey report with quantities and conditions).

LiRo was conducting asbestos investigations at 10 sites for LiRo projects with NYCDDC, which were the subject of a January 2020 audit by NYCDEP. The inspector from the NYCDEP reported that LiRo failed to prepare and produce asbestos survey reports that include the quantities and conditions of all building materials collected for analysis, in reference to the filed ACP5 report for each of the 10 projects audited. Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of $10,000.00. This matter is now closed.

2.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 05100324L

Determination: LiRo agreed to pay a stipulated penalty of $1,500.

Circumstances: On November 6, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for violation of 15 RCNY Section 1-37 (f) – "Failed to document sample location sketch and sample flow rates as part of log". On the date of the inspection, LiRo was conducting air monitoring at a site for a LiRo project with NYCHA. The inspector from the NYCDEP reported, upon inspection of the air monitor log, that LiRo failed to record sample flow rates and sample location sketches as part of the log, as required by section 1-37 (f)(3)(5). This section mandates that the log must contain a sample location sketch, showing the sample ID numbers, identifying all project air sample locations, per work shift or day of area air samples. The sketch must be made within one hour of the beginning of sample collection. LiRo accepted the stipulation to pay the penalty amount of $1,500. This matter is now closed.

3.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051003316P

Determination: LiRo agreed to pay a total stipulated penalty of $2,500.

Circumstances: On December 20, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for two violations of 15 RCNY, Section 1-41 (c), "Failed to conduct air sampling during abatement as required" and Section 1-42 (a), "Utilized improperly located air samplers". On the date of the inspection, LiRo was conducting air sampling at a site for a LiRo project with NYCDDC. The NYCDEP inspector reported he observed an air sampling pump improperly placed, per section 1-42(a). In addition, the NYCDEP inspector observed that an air sampling pump was placed improperly inside the work area, in violation of section 1-41 (c). LiRo accepted the stipulation to pay the penalty amount of $1500 for the violation of Section 1-41 (c) and $1000 for the violation of Section 1-42 (a). The total penalty amount due is $2,500. This matter is now closed.

4.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.: 051003696Z

Determination: LiRo agreed to pay a stipulated penalty of $3,000 for 1-51 (C), $1,500 for 1-37 (F), $1,500 for 1-41 (C) and $1,000 for 1-42 (A).

Circumstances: On January 21, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for four (4) violations: (1) RCNY Section 1-51(C) BX22 for failure to ensure the wearing of protective clothing (coverall hood, hand gloves, etc.) in the work area by the air monitoring technician, (2) RCNY Section 1-37(f), for failure to create/maintain a sketch of the locations of the air samples per work shift or day, (3) RCNY Section 1-41(c) BX2D for failure to conduct an air sampling during abatement as per NYCHA protocol as required (need five air samples in the work area but only three were placed for Phase-II), and (4) RCNY Section 1-42(a) BX2F for failure to mount the air sampling cassettes on the commercially-available aluminum tripods. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on August 20, 2021 and given the nature of the

violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

6.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 0051004102R

Determination: LiRo agreed to pay a stipulated penalty of $1,500 for violation of 1-37 (F)

Circumstances: On April 1, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 15, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

7.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051004210Y

Determination: LiRo agreed to pay a stipulated penalty of $1,500 for violation of 15 RCNY 1-51(f)

Circumstances: On February 16, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-51(f), for failure to post or make available a copy of the current NYSDOL asbestos handling license of the third party air company at the work place. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 26, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

8.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051004424J

Determination: LiRo agreed to pay a stipulated penalty of $1,500 for violation of 1-37 (F).

Circumstances: On March 30, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY

Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on November 16, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

9.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051004402Z

Determination: LiRo agreed to pay a stipulated penalty of $4,000 for violation of 1-37 (F), 1-41(C), and 1-42(A).

Circumstances: On May 14, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F) for failure to create/maintain a bound air sampling log, 1-41(C) for failure to conduct air sampling during abatement as required, and 1-42(A) for utilizing improperly located air samplers. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on December 7 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

10.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051004900L

Determination: LiRo agreed to pay a stipulated penalty of $2,500 for violation of 1-37 (D) and 1-37(F).

Circumstances: On August 12, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(D) for failure to use a functional rotometer to check flow rates of mounted cassettes, and 1-37(F) for failure to create/maintain a bound air sampling log book. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on February 4, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

11.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051004968H

Determination: LiRo agreed to pay a stipulated penalty of $3,000 for violation of Section 1-36(A).

Circumstances: On August 24, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(A) for failure to retain an independent third-party air monitor. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician on site. The LiRo technician on site was only able to present a copy of his certification instead of the original in violation of the regulation. A hearing was held on February 22, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

12.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051005033R

Determination: LiRo agreed to pay a stipulated penalty of $1,500 for violation of 1-42(D)

Circumstances: On September 23, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(D) for failure to follow specified area sampling schedule for air monitoring. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling and the air sampling pump had a flow rate of zero instead of the required 5liters/min (was likely a defective pump). A hearing was held on February 25, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

13.

Agency: Commissioner of the Department of Environmental Protection of the City of New

Violation No.: 051005594R

Determination: LiRo agreed to pay a stipulated penalty of $1,000 for violation of Section 1-36(B).

Circumstances: On December 27, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(B) for failure to have one air sampling technician present per three work areas in one work site to observe and maintain air sampling equipment for the duration of the air sample collection. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician at the work site throughout the air sample collection. The NYCDEP Inspector was not able to locate the Air Sampling Technician at the work site during the inspection. A hearing was held on May 6, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

14.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051005820X

Determination: LiRo Engineers, Inc. was fined $2,400 and subsequently paid the penalty.

Circumstances: On January 26, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Queens, New York. LiRo Engineers, Inc. was fined $2,400 and subsequently paid the penalty. This matter is now closed.

15.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051006403J

Determination: LiRo agreed to pay a stipulated penalty of $1,000 for violation of Section 1-108(I).

Circumstances: On June 1, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-108(I), failure to conduct proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at a site in Bronx, New York, and was required to make sure that the work area was completely dry before a visual inspection was conducted. The NYCDEP Inspector found that the area was not dry prior to LiRo's visual inspection. A hearing was held on September 2, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. The matter is now closed.

16.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: #051006429H

Determination: LiRo agreed to pay a stipulated penalty of $1,000 for violation of Section 1-42(A).

Circumstances: On June 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), utilization of improperly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at a site in Queens, New York. The NYCDEP Inspector found that the air sampling pumps used by LiRo were improperly located next to each other. A hearing was held on September 9, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

17.

Agency:	Commissioner of the Department of Environmental Protection of the City of New York
Violation No.:	#051006498L
Determination:	LiRo agreed to pay a stipulated penalty of $1,500 for violation of Section 1-37(F).
Circumstances:	On July 28, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to maintain an air sampling log in a bound notebook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book included loose individual sheets of paper. A hearing was held on September 30, 2022, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

18.

Agency:	Commissioner of the Department of Environmental Protection of the City of New York
Violation No.:	#051006428X
Determination:	LiRo agreed to pay a stipulated penalty of $1,500 for violation of Section 1-37(F).
Circumstances:	On July 20, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to contain a sample location sketch in the air monitor's logbook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book did not contain a sample location sketch. A hearing was held on October 18, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

19.

Agency:	Commissioner of the Department of Environmental Protection of the City of New York
Violation No.:	#051006971H
Determination:	LiRo agreed to pay a stipulated penalty of $1,500 for violation of 15RCNY1-41(c).
Circumstances:	On October 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-41(c), for failure to conduct air sampling during abatement as required. LiRo Engineers, Inc., was performing air monitoring work on a roof in Manhattan, New York. The NYCDEP Inspector found that the air sampling pumps were outside of the delineated work area. A hearing was held on March 7, 2023 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

20.

Agency:	Commissioner of the Department of Environmental Protection of the City of New York
Violation No.:	# 051007440N
Determination:	LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15RCNY1-51(e)
Circumstances:	On May 1, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-51(e) for failure to meet hygiene requirements at the work site. LiRo Engineers, Inc., was performing air monitoring work at 21 West 112 Street in Manhattan, New York. The NYCDEP Inspector found that the air sampling technician was wearing a watch during the performance of the air monitoring work. A hearing was held on August 8, 2023, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

21.

Agency:	Commissioner of the Department of Environmental Protection of the City of New York
Violation No.:	# 051008088H
Determination:	LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15RCNY1-42(a)
Circumstances:	On August 22, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to place air sampling cassette four feet above the ground. LiRo Engineers, Inc., was performing air monitoring work at 225 Adelphi Street, Brooklyn, NY 11205. The NYCDEP Inspector found that the air sampling technician air sampling cassette was not four feet above the ground. A hearing was held on January 19, 2024 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

22.

Agency:	Commissioner of the Department of Environmental Protection of the City of New York
Violation No.:	# 051008075Z
Determination:	LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15RCNY1-42(a)
Circumstances:	On August 24, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to utilize properly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at 671 Willoughby Avenue, Brooklyn, NY 11206. The NYCDEP Inspector found that the air sampling technician placed the air sampling pump within 1 foot of the wall. A hearing was

held on January 19, 2024 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

23.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: # 051008239X

Determination: LiRo agreed to pay a stipulated penalty of $2,500 for violation of 15RCNY1-42(a) and §1-37 (f).

Circumstances: On October 12, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to utilize a properly located air sampler and §1-37 (f) for failure to maintain an air sampling logbook. LiRo Engineers, Inc., was performing air monitoring work at 108-41 159th Street, Queens, NY 11433. The NYCDEP Inspector found that the air sampler was too close to the wall in the workspace and that the air sampling technician did not maintain a logbook. A hearing was held on February 13, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

24.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: # 051008394X

Determination: LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15RCNY1-42(a).

Circumstances: On October 11, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for its subconsultant's failure to utilize a properly located air sampler. LiRo Engineers, Inc.'s subconsultant was performing air monitoring work at 550 Cauldwell Avenue, Bronx, NY 10455. The NYCDEP Inspector found that the subconsultant's placement of the air sampler was too close to the wall in the workspace. A hearing was held on March 8, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

25.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: # 051008365R

Determination: LiRo agreed to pay a stipulated penalty of $2,500 for violation of 15RCNY§1-37 (f) and (d).

Circumstances: On September 14, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY§1-37 (f) and (d) for failure to maintain an air sampling logbook and current calibration sheet for the rotometer at the workspace. LiRo Engineers, Inc., was performing air monitoring work at 30 Avenue D, New York, NY 10009. The NYCDEP Inspector found that the air sampling technician did not maintain a logbook and did not present the rotometer and associated worksheet upon request. A hearing was held on March 5, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

26.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: #051008522L

Determination: LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15RCNY1-42(a)

Circumstances: On October 19, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassette too close to the wall. LiRo Engineers, Inc., was performing air monitoring work at 411 Lafayette Avenue, Brooklyn, NY 11238. The NYCDEP Inspector found that the air sampling cassette was placed within two feet of the wall. A hearing was held on April 2, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

27.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: #051008524P

Determination: LiRo agreed to pay a stipulated penalty of $2,500 for violation of 15RCNY1-42(a) and 15RCNY1-37(f).

Circumstances On November 29, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassettes too close to each other and 15RCNY1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 2324 Paulding Avenue, Bronx, NY 10469. The NYCDEP Inspector found that the air sampling cassettes were placed too close to each other. Furthermore, the air sampling log consisted of loose papers that were not permanently bound. A hearing was held on April 5, 2024, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

28.

Agency:	Commissioner of the Department of Environmental Protection of the City of New York
Violation No.:	# 051008600H
Determination:	LiRo agreed to pay a stipulated penalty of $2,500 for violation of 15RCNY1-42(a) and 15RCNY1-41(c).
Circumstances	On December 14, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassette too close to the wall and 15RCNY1-41(c), for failure to conduct air sampling as required as the reading on one of the air sampling cassettes was zero. LiRo Engineers, Inc., was performing air monitoring work at 340 Williams Avenue, Brooklyn, NY 11207. The NYCDEP Inspector found that the air sampling cassette was placed within two feet of the wall. Furthermore, one of the air sampling cassettes was malfunctioning and showed a reading of zero. A hearing was held on April 19, 2024, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

29.

Agency:	Commissioner of the Department of Environmental Protection of the City of New York
Violation No.:	# 051008949K
Determination:	LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15 RCNY 1-108(i).
Circumstances:	On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 180 Powell Street, Brooklyn, NY 11212. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

30.

Agency:	Commissioner of the Department of Environmental Protection of the City of New York
Violation No.:	# 051008947R
Determination:	LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 107-02 Farragut Road, Brooklyn, NY 11236. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

31.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: # 051008945N

Determination: LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 1540 East 102nd Street, Brooklyn, NY 11236. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

32.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: # 051008925X

Determination: LiRo agreed to pay a stipulated penalty of $1,500 for violation of 15RCNY1-37(f).

Circumstances: On January 25, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 193 Albany Avenue, Brooklyn, NY 11213. The NYCDEP Inspector found that the air sampling log was in a spiral bound notebook, which does not comply with the legal requirement that the air sampling log be in a notebook which is permanently secured to the front and back covers by stitching, glue and binding. A hearing was

held on July 19, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

33.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: # 051009874J

Determination: LiRo agreed to pay a stipulated penalty of $1,500 for violation of 15 RCNY 1-37(f).

Circumstances: On July 11, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 32-11 Harper Street, Queens, NY 11368. The NYCDEP Inspector found that the air sampling log was in a spiral bound notebook, which does not comply with the legal requirement that the air sampling log be in a notebook which is permanently secured to the front and back covers by stitching, glue and binding. A hearing was held on January 3, 2025, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

34.

Agency: New York City Department of Environmental Protection

Violation No. #051009299M

Determination: LiRo agreed to pay a stipulated penalty of $1,500.00 for violation of 15RCNY1-42(d).

Circumstances: On March 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(d), for failure to maintain the air sampling schedule for air monitoring work at 70-20 Parsons Boulevard, Queens, NY 11365. The NYCDEP Inspector found that the air monitoring equipment was not turned on at the time of inspection, which does not comply with the legal requirement that the air monitoring equipment be functioning properly when in use. A hearing was held on June 24, 2025, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

35.

Agency: New York City Department of Environmental Protection

Violation No. #051011028N

Determination: LiRo agreed to pay a stipulated penalty of $1,000.00 for violation of 15RCNY1-42(a).

Circumstances:

On August 8, 2025, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for failure to maintain BX2F air samplers not places less than 4 feet from the ground at 300 Bushwick Avenue, Brooklyn, NY 11206. The NYCDEP Inspector found that the air monitoring equipment was on the floor at the time of inspection, which does not comply with the legal requirement that the air monitoring equipment be maintained at least 4 feet from the ground. A hearing was held on January 27, 2026, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

OSHA Violation

U.S. Department of Labor – Occupational Safety and Health Administration (OSHA)

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from "Serious" to "Other-than-Serious". LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty of $13,653.00. As part of this settlement, LiRo's Standard Corporate Health and Safety Program has been revised, and LiRo's personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.

Summary of Regulatory Incidents

In over thirty (30) year in business, LiRo Engineers, Inc. and its family of companies (collectively, "LiRo") has undertaken literally thousands of complex and challenging construction, engineering, architectural design and environmental testing and consulting service projects in New York City, New York State, New England and the surrounding areas.

While we continuously strive for excellence on all of our projects, over the years LiRo's environmental group has received violations for certain non-compliance with environmental testing regulations. Our environmental testing group, which is separate and distinct from our civil/structural design and MEP groups, conducts thousands of air monitoring assessments annually. Despite the testing volume, we strive to eliminate even the smallest administrative infractions. It should be noted that a large majority of the violations involved administrative deficiencies. The health and safety of our employees and other workers at these sites was not impacted. Regardless, we consider these violations to be a serious matter, and we have taken numerous steps to eliminate or, at a minimum, mitigate the occurrence of these violations. Our efforts have been successful as the number of issued violations has decreased from nine (9) in 2023, six (6) in 2024 and one (1) in 2025.

For example, all technical staff hires receive classroom training as required for certification and we supplement this with hands-on training where inspectors are coupled with experienced technicians to become more familiar with the practical applications of code enforcement, as well observe firsthand, abatement/remediation contractor means and methods.

As a further business practice, we hold all-hands staff meetings where management reviews our written internal operations standards, safety protocols, changes to applicable regulations and "lessons-learned" from unique project events. Our Project Managers follow up by making site inspections that we record as part of our business unit/corporate quality control efforts. In recognition of the fact that, for identical projects, the different code compliance agencies have different requirements, to safeguard against misinterpretation or confusion, we provide our field staff with a summary of inspection and air sampling protocols that reflect the specific federal, state, or local regulations that govern each project.

Each of the foregoing activities is intended to educate and train our staff to mitigate the chance of administrative violations and ensure proper performance of environmental testing services. LiRo has a no tolerance policy regarding code non-compliance and any employee found to have violated these code requirements is subject to severe disciplinary action, including suspension without pay and termination.

We evaluate our process and training requirements on a regular basis, and we look for every opportunity to improve our performance and eliminate such violations in the future.

As stated above, our efforts to severely mitigate testing violations have been successful and our commitment to this effect will continue into the balance of this year and beyond.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Rocco L. Trotta, PE
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 3 Aerial Way
City: Syosset State/Province/ Territory: NY Zip/Postal Code: 11791
Country US
Telephone: (516) 938-5476

Other present address(es):
City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

Type Business
Description
Address 1 State Street Plaza, 28th Floor
City New York City State/Province/ Territory: NY Zip/Postal Code: 10004
Country US
Phone (212) 563-0280

Type Business
Description
Address 116 North Washington Street, Office 301
City Scranton State/Province/ Territory: PA Zip/Postal Code: 18503
Country US
Phone

Type	Business				
Description					
Address	1266 E. Main Street, Soundview Plaza, Suite 700R				
City	Stamford	State/Province/ Territory:	CT	Zip/Postal Code:	06902
Country	US				
Phone	(203) 992-4560				

Type	Business				
Description					
Address	141-07 20th Avenue, Suite 403				
City	Whitestone	State/Province/ Territory:	NY	Zip/Postal Code:	11357
Country	US				
Phone	(718) 445-5295				

Type	Business				
Description					
Address	212 West 35th Street				
City	New York	State/Province/ Territory:	NY	Zip/Postal Code:	10018
Country	US				
Phone					

Type	Business				
Description					
Address	235 East Jericho Turnpike				
City	Mineola	State/Province/ Territory:	NY	Zip/Postal Code:	11501
Country	US				
Phone	(516) 746-2350				

Type	Business				
Description					
Address	333 Thornhall Street				
City	Edison	State/Province/ Territory:	NJ	Zip/Postal Code:	08837

Country	US				
Phone					

Type	Business				
Description					
Address	455 Winding Brook Dr., Suite 201				
City	Glastonbury	State/Province/ Territory:	CT	Zip/Postal Code:	06033
Country	US				
Phone					

Type	Business				
Description					
Address	529 Main Street, Suite 3303				
City	Boston	State/Province/ Territory:	MA	Zip/Postal Code:	02129
Country	US				
Phone	(617) 532-6300				

Type	Business				
Description					
Address	690 Delaware Avenue				
City	Buffalo	State/Province/ Territory:	NY	Zip/Postal Code:	14209
Country	US				
Phone	(716) 882-5476				

Type	Business				
Description					
Address	703 Lorimer Street				
City	Brooklyn	State/Province/ Territory:	NY	Zip/Postal Code:	11211
Country	US				
Phone	(718) 782-0267				

Type	Business
Description	

Address	85 Allen Street, Suite 300				
City	Rochester	State/Province/ Territory:	NY	Zip/Postal Code:	14608
Country	US				
Phone	(585) 287-8833				

Type	Business				
Description					
Address	One Gateway Center, 300 Washington Street, Suite 902				
City	Newton	State/Province/ Territory:	MA	Zip/Postal Code:	02458
Country	US				
Phone					

2. Positions held in submitting business and starting date of each (check all applicable)

President	10/30/2020	Treasurer	
Chairman of Board	06/24/2003	Shareholder	06/24/2003
Chief Exec. Officer	10/30/2020	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Prior to 10/30/20, Mr. Trotta was the principal owner of the following LiRo affiliated companies and currently an officer:
LiRo Program and Construction Management, PE P.C.
LiRo Engineers, Inc.
LiRo Architects & Engineers West, P.C.
LiRo Architects & Engineers, P.C. (CT)
LiRo Architects & Engineers, P.C. (PA)
LiRo Program and Construction Management, Inc.

LiRo Constructors, Inc.
LiRo GIS, Inc.
Monitor Builders, Inc.
RLT Engineering, Geology and Land Surveying, P.C.
DAI, Inc.
LiRo-Hill, Corp. f/k/a Hill-LiRo, Corp.
James LaSala & Associates, LLP

Additional companies owned by Mr. Trotta are attached.

1 File(s) uploaded: Rocco Q5 Non LiRo RT Companies Attachment.pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

All affiliate companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If

you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.
See Attached

1 File(s) uploaded: PQ Q11 Attachment (May 2026).pdf

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Rocco Trotta, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Rocco Trotta, PE , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

LiRo Architects + Planners, P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Rocco Trotta, PE TROTTAR@LIRO.COM

Chairman, CEO, President

Title

05/06/2026 12:32:55 pm

Date

Non-LiRo Entities Owned by Rocco L. Trotta, PE

Expressway 55, Inc. EIN: [redacted] Type of Business: For profit 800 Motor Parkway Brentwood, NY 11717 Telephone: 631-234-0785, Fax: 516-214-8114	Manhattan 24 Realty Company, LLC. EIN: [redacted] Type of Business: For profit 3 Aerial Way Syosset, NY 11791 Telephone: 516-214-8149, Fax: 516-214-8114
The Pratt Realty Corp. EIN: [redacted] Type of Business: For profit 690 Delaware Avenue Buffalo, NY 14209 Telephone: 716-882-5476, Fax: 716-882-9640	112 Park Enterprises, LLC. EIN: [redacted] Type of Business: For profit 3351 Route 112 Medford, NY 11763 Telephone: 516-214-8149, Fax: 516-214-8114
Six Aeriel Way Realty Corp. EIN: [redacted] Type of Business: For profit 6 Aerial Way Syosset, NY 11791 Telephone: 516-938-5476, Fax: 516-938-5491	Country Fair Kitchens, LLC EIN: [redacted] Type of Business: For profit 3351 Route 112 Medford, NY 11763 Telephone: 516-214-8149, Fax: 516-214-8114
1509 132nd Street Realty Corp. EIN: [redacted] Type of Business: For profit 15-09 132nd Street College Point, NY 11357 Telephone: 718-886-7998, Fax: 718-886-6047	Georgetown Land Development Company, LLC EIN: [redacted] Type of Business: For profit One North Main Street Georgetown, CT 06829
Rocco Steakhouse, Inc. EIN: [redacted] Type of Business: For profit 72 Madison Avenue New York, NY 10016 Telephone: 212-696-9660	Runaway Bay Properties, Inc. EIN: [redacted] Type of Business: For Profit 117 S. Fairview Avenue Bayport, NY 11705
LiRo Holdings, Inc. EIN: [redacted] Type of Business: Holding Company 3 Aerial Way Syosset, NY 11791	RJ Tax Lien Investment, LLC EIN: [redacted] Type of Business: For Profit 1 Fawcett Place, Suite 22 Greenwich, CT 06830
TJT Realty, LLC – Series 1 EIN: [redacted] Type of Business: For Profit 3 Aerial Way Syosset, NY 11791 Telephone: 516-938-5476	Structured Partners LLC EIN: [redacted] Nature of Business: For Profit 100 Washington Blvd., 5th Floor Stamford, CT 06902
JP Industrial Park LLC EIN: [redacted] Type of Business: For Profit 125 East Chestnut Hill Road Lichtfield, CT 06759	1 Aerial Way LLC EIN: Type of Business: For Profit One Aerial Way Syosset, NY 11791

Former Holdings No Longer Owned by Rocco L. Trotta, PE

RocVallina Corp.
EIN: [redacted]
Nature of Business: For Profit
61 IU Willets Road
Old Westbury, NY 11568

Question 11 Attachment

1.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.: 051002434Y, 051002433M, 051002432K, 051002430R, 051002431Z, 051002427X, 051002429J, 051002425M, 051002426Y, 051002428H

Determination: LiRo agreed to pay a stipulated penalty of $10,000.00

Circumstances: On January 22, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for violation of RCNY Section 1-28 (B) - Failed to compile complete records for asbestos assessment report (No survey report with quantities and conditions).

LiRo was conducting asbestos investigations at 10 sites for LiRo projects with NYCDDC, which were the subject of a January 2020 audit by NYCDEP. The inspector from the NYCDEP reported that LiRo failed to prepare and produce asbestos survey reports that include the quantities and conditions of all building materials collected for analysis, in reference to the filed ACP5 report for each of the 10 projects audited. Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of $10,000.00. This matter is now closed.

2.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 05100324L

Determination: LiRo agreed to pay a stipulated penalty of $1,500.

Circumstances: On November 6, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for violation of 15 RCNY Section 1-37 (f) – "Failed to document sample location sketch and sample flow rates as part of log". On the date of the inspection, LiRo was conducting air monitoring at a site for a LiRo project with NYCHA. The inspector from the NYCDEP reported, upon inspection of the air monitor log, that LiRo failed to record sample flow rates and sample location sketches as part of the log, as required by section 1-37 (f)(3)(5). This section mandates that the log must contain a sample location sketch, showing the sample ID numbers, identifying all project air sample locations, per work shift or day of area air samples. The sketch must be made within one hour of the beginning of sample collection. LiRo accepted the stipulation to pay the penalty amount of $1,500. This matter is now closed.

3.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051003316P

Determination: LiRo agreed to pay a total stipulated penalty of $2,500.

Circumstances: On December 20, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for two violations of 15 RCNY, Section 1-41 (c), "Failed to conduct air sampling during abatement as required" and Section 1-42 (a), "Utilized improperly located air samplers". On the date of the inspection, LiRo was conducting air sampling at a site for a LiRo project with NYCDDC. The NYCDEP inspector reported he observed an air sampling pump improperly placed, per section 1-42(a). In addition, the NYCDEP inspector observed that an air sampling pump was placed improperly inside the work area, in violation of section 1-41 (c). LiRo accepted the stipulation to pay the penalty amount of $1500 for the violation of Section 1-41 (c) and $1000 for the violation of Section 1-42 (a). The total penalty amount due is $2,500. This matter is now closed.

4.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.: 051003696Z

Determination: LiRo agreed to pay a stipulated penalty of $3,000 for 1-51 (C), $1,500 for 1-37 (F), $1,500 for 1-41 (C) and $1,000 for 1-42 (A).

Circumstances: On January 21, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for four (4) violations: (1) RCNY Section 1-51(C) BX22 for failure to ensure the wearing of protective clothing (coverall hood, hand gloves, etc.) in the work area by the air monitoring technician, (2) RCNY Section 1-37(f), for failure to create/maintain a sketch of the locations of the air samples per work shift or day, (3) RCNY Section 1-41(c) BX2D for failure to conduct an air sampling during abatement as per NYCHA protocol as required (need five air samples in the work area but only three were placed for Phase-II), and (4) RCNY Section 1-42(a) BX2F for failure to mount the air sampling cassettes on the commercially-available aluminum tripods. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on August 20, 2021 and given the nature of the

violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

6.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 0051004102R

Determination: LiRo agreed to pay a stipulated penalty of $1,500 for violation of 1-37 (F)

Circumstances: On April 1, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 15, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

7.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051004210Y

Determination: LiRo agreed to pay a stipulated penalty of $1,500 for violation of 15 RCNY 1-51(f)

Circumstances: On February 16, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-51(f), for failure to post or make available a copy of the current NYSDOL asbestos handling license of the third party air company at the work place. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 26, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

8.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051004424J

Determination: LiRo agreed to pay a stipulated penalty of $1,500 for violation of 1-37 (F).

Circumstances: On March 30, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY

Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on November 16, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

9.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051004402Z

Determination: LiRo agreed to pay a stipulated penalty of $4,000 for violation of 1-37 (F), 1-41(C), and 1-42(A).

Circumstances: On May 14, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F) for failure to create/maintain a bound air sampling log, 1-41(C) for failure to conduct air sampling during abatement as required, and 1-42(A) for utilizing improperly located air samplers. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on December 7 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

10.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051004900L

Determination: LiRo agreed to pay a stipulated penalty of $2,500 for violation of 1-37 (D) and 1-37(F).

Circumstances: On August 12, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(D) for failure to use a functional rotometer to check flow rates of mounted cassettes, and 1-37(F) for failure to create/maintain a bound air sampling log book. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on February 4, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

11.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051004968H

Determination: LiRo agreed to pay a stipulated penalty of $3,000 for violation of Section 1-36(A).

Circumstances: On August 24, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(A) for failure to retain an independent third-party air monitor. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician on site. The LiRo technician on site was only able to present a copy of his certification instead of the original in violation of the regulation. A hearing was held on February 22, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

12.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051005033R

Determination: LiRo agreed to pay a stipulated penalty of $1,500 for violation of 1-42(D)

Circumstances: On September 23, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(D) for failure to follow specified area sampling schedule for air monitoring. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling and the air sampling pump had a flow rate of zero instead of the required 5liters/min (was likely a defective pump). A hearing was held on February 25, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

13.

Agency: Commissioner of the Department of Environmental Protection of the City of New

Violation No.: 051005594R

Determination: LiRo agreed to pay a stipulated penalty of $1,000 for violation of Section 1-36(B).

Circumstances: On December 27, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(B) for failure to have one air sampling technician present per three work areas in one work site to observe and maintain air sampling equipment for the duration of the air sample collection. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician at the work site throughout the air sample collection. The NYCDEP Inspector was not able to locate the Air Sampling Technician at the work site during the inspection. A hearing was held on May 6, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

14.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051005820X

Determination: LiRo Engineers, Inc. was fined $2,400 and subsequently paid the penalty.

Circumstances: On January 26, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Queens, New York. LiRo Engineers, Inc. was fined $2,400 and subsequently paid the penalty. This matter is now closed.

15.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051006403J

Determination: LiRo agreed to pay a stipulated penalty of $1,000 for violation of Section 1-108(I).

Circumstances: On June 1, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-108(I), failure to conduct proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at a site in Bronx, New York, and was required to make sure that the work area was completely dry before a visual inspection was conducted. The NYCDEP Inspector found that the area was not dry prior to LiRo's visual inspection. A hearing was held on September 2, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. The matter is now closed.

16.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: #051006429H

Determination: LiRo agreed to pay a stipulated penalty of $1,000 for violation of Section 1-42(A).

Circumstances: On June 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), utilization of improperly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at a site in Queens, New York. The NYCDEP Inspector found that the air sampling pumps used by LiRo were improperly located next to each other. A hearing was held on September 9, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

17.

Agency:	Commissioner of the Department of Environmental Protection of the City of New York
Violation No.:	#051006498L
Determination:	LiRo agreed to pay a stipulated penalty of $1,500 for violation of Section 1-37(F).
Circumstances:	On July 28, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to maintain an air sampling log in a bound notebook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book included loose individual sheets of paper. A hearing was held on September 30, 2022, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

18.

Agency:	Commissioner of the Department of Environmental Protection of the City of New York
Violation No.:	#051006428X
Determination:	LiRo agreed to pay a stipulated penalty of $1,500 for violation of Section 1-37(F).
Circumstances:	On July 20, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to contain a sample location sketch in the air monitor's logbook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book did not contain a sample location sketch. A hearing was held on October 18, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

19.

Agency:	Commissioner of the Department of Environmental Protection of the City of New York
Violation No.:	#051006971H
Determination:	LiRo agreed to pay a stipulated penalty of $1,500 for violation of 15RCNY1-41(c).
Circumstances:	On October 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-41(c), for failure to conduct air sampling during abatement as required. LiRo Engineers, Inc., was performing air monitoring work on a roof in Manhattan, New York. The NYCDEP Inspector found that the air sampling pumps were outside of the delineated work area. A hearing was held on March 7, 2023 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

20.

Agency:	Commissioner of the Department of Environmental Protection of the City of New York
Violation No.:	# 051007440N
Determination:	LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15RCNY1-51(e)
Circumstances:	On May 1, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-51(e) for failure to meet hygiene requirements at the work site. LiRo Engineers, Inc., was performing air monitoring work at 21 West 112 Street in Manhattan, New York. The NYCDEP Inspector found that the air sampling technician was wearing a watch during the performance of the air monitoring work. A hearing was held on August 8, 2023, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

21.

Agency:	Commissioner of the Department of Environmental Protection of the City of New York
Violation No.:	# 051008088H
Determination:	LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15RCNY1-42(a)
Circumstances:	On August 22, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to place air sampling cassette four feet above the ground. LiRo Engineers, Inc., was performing air monitoring work at 225 Adelphi Street, Brooklyn, NY 11205. The NYCDEP Inspector found that the air sampling technician air sampling cassette was not four feet above the ground. A hearing was held on January 19, 2024 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

22.

Agency:	Commissioner of the Department of Environmental Protection of the City of New York
Violation No.:	# 051008075Z
Determination:	LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15RCNY1-42(a)
Circumstances:	On August 24, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to utilize properly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at 671 Willoughby Avenue, Brooklyn, NY 11206. The NYCDEP Inspector found that the air sampling technician placed the air sampling pump within 1 foot of the wall. A hearing was

held on January 19, 2024 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

23.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: # 051008239X

Determination: LiRo agreed to pay a stipulated penalty of $2,500 for violation of 15RCNY1-42(a) and §1-37 (f).

Circumstances: On October 12, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to utilize a properly located air sampler and §1-37 (f) for failure to maintain an air sampling logbook. LiRo Engineers, Inc., was performing air monitoring work at 108-41 159th Street, Queens, NY 11433. The NYCDEP Inspector found that the air sampler was too close to the wall in the workspace and that the air sampling technician did not maintain a logbook. A hearing was held on February 13, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

24.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: # 051008394X

Determination: LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15RCNY1-42(a).

Circumstances: On October 11, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for its subconsultant's failure to utilize a properly located air sampler. LiRo Engineers, Inc.'s subconsultant was performing air monitoring work at 550 Cauldwell Avenue, Bronx, NY 10455. The NYCDEP Inspector found that the subconsultant's placement of the air sampler was too close to the wall in the workspace. A hearing was held on March 8, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

25.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: # 051008365R

Determination: LiRo agreed to pay a stipulated penalty of $2,500 for violation of 15RCNY§1-37 (f) and (d).

Circumstances: On September 14, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY§1-37 (f) and (d) for failure to maintain an air sampling logbook and current calibration sheet for the rotometer at the workspace. LiRo Engineers, Inc., was performing air monitoring work at 30 Avenue D, New York, NY 10009. The NYCDEP Inspector found that the air sampling technician did not maintain a logbook and did not present the rotometer and associated worksheet upon request. A hearing was held on March 5, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

26.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: #051008522L

Determination: LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15RCNY1-42(a)

Circumstances: On October 19, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassette too close to the wall. LiRo Engineers, Inc., was performing air monitoring work at 411 Lafayette Avenue, Brooklyn, NY 11238. The NYCDEP Inspector found that the air sampling cassette was placed within two feet of the wall. A hearing was held on April 2, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

27.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: #051008524P

Determination: LiRo agreed to pay a stipulated penalty of $2,500 for violation of 15RCNY1-42(a) and 15RCNY1-37(f).

Circumstances On November 29, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassettes too close to each other and 15RCNY1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 2324 Paulding Avenue, Bronx, NY 10469. The NYCDEP Inspector found that the air sampling cassettes were placed too close to each other. Furthermore, the air sampling log consisted of loose papers that were not permanently bound. A hearing was held on April 5, 2024, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

28.

Agency:	Commissioner of the Department of Environmental Protection of the City of New York
Violation No.:	# 051008600H
Determination:	LiRo agreed to pay a stipulated penalty of $2,500 for violation of 15RCNY1-42(a) and 15RCNY1-41(c).
Circumstances	On December 14, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassette too close to the wall and 15RCNY1-41(c), for failure to conduct air sampling as required as the reading on one of the air sampling cassettes was zero. LiRo Engineers, Inc., was performing air monitoring work at 340 Williams Avenue, Brooklyn, NY 11207. The NYCDEP Inspector found that the air sampling cassette was placed within two feet of the wall. Furthermore, one of the air sampling cassettes was malfunctioning and showed a reading of zero. A hearing was held on April 19, 2024, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

29.

Agency:	Commissioner of the Department of Environmental Protection of the City of New York
Violation No.:	# 051008949K
Determination:	LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15 RCNY 1-108(i).
Circumstances:	On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 180 Powell Street, Brooklyn, NY 11212. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

30.

Agency:	Commissioner of the Department of Environmental Protection of the City of New York
Violation No.:	# 051008947R
Determination:	LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 107-02 Farragut Road, Brooklyn, NY 11236. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

31.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: # 051008945N

Determination: LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 1540 East 102nd Street, Brooklyn, NY 11236. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

32.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: # 051008925X

Determination: LiRo agreed to pay a stipulated penalty of $1,500 for violation of 15RCNY1-37(f).

Circumstances: On January 25, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 193 Albany Avenue, Brooklyn, NY 11213. The NYCDEP Inspector found that the air sampling log was in a spiral bound notebook, which does not comply with the legal requirement that the air sampling log be in a notebook which is permanently secured to the front and back covers by stitching, glue and binding. A hearing was

held on July 19, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

33.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: # 051009874J

Determination: LiRo agreed to pay a stipulated penalty of $1,500 for violation of 15 RCNY 1-37(f).

Circumstances: On July 11, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 32-11 Harper Street, Queens, NY 11368. The NYCDEP Inspector found that the air sampling log was in a spiral bound notebook, which does not comply with the legal requirement that the air sampling log be in a notebook which is permanently secured to the front and back covers by stitching, glue and binding. A hearing was held on January 3, 2025, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

34.

Agency: New York City Department of Environmental Protection

Violation No. #051009299M

Determination: LiRo agreed to pay a stipulated penalty of $1,500.00 for violation of 15RCNY1-42(d).

Circumstances: On March 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(d), for failure to maintain the air sampling schedule for air monitoring work at 70-20 Parsons Boulevard, Queens, NY 11365. The NYCDEP Inspector found that the air monitoring equipment was not turned on at the time of inspection, which does not comply with the legal requirement that the air monitoring equipment be functioning properly when in use. A hearing was held on June 24, 2025, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

35.

Agency: New York City Department of Environmental Protection

Violation No. #051011028N

Determination: LiRo agreed to pay a stipulated penalty of $1,000.00 for violation of 15RCNY1-42(a).

Circumstances:

On August 8, 2025, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for failure to maintain BX2F air samplers not places less than 4 feet from the ground at 300 Bushwick Avenue, Brooklyn, NY 11206. The NYCDEP Inspector found that the air monitoring equipment was on the floor at the time of inspection, which does not comply with the legal requirement that the air monitoring equipment be maintained at least 4 feet from the ground. A hearing was held on January 27, 2026, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

OSHA Violation

U.S. Department of Labor – Occupational Safety and Health Administration (OSHA)

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from "Serious" to "Other-than-Serious". LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty of $13,653.00. As part of this settlement, LiRo's Standard Corporate Health and Safety Program has been revised, and LiRo's personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.

Summary of Regulatory Incidents

In over thirty (30) year in business, LiRo Engineers, Inc. and its family of companies (collectively, "LiRo") has undertaken literally thousands of complex and challenging construction, engineering, architectural design and environmental testing and consulting service projects in New York City, New York State, New England and the surrounding areas.

While we continuously strive for excellence on all of our projects, over the years LiRo's environmental group has received violations for certain non-compliance with environmental testing regulations. Our environmental testing group, which is separate and distinct from our civil/structural design and MEP groups, conducts thousands of air monitoring assessments annually. Despite the testing volume, we strive to eliminate even the smallest administrative infractions. It should be noted that a large majority of the violations involved administrative deficiencies. The health and safety of our employees and other workers at these sites was not impacted. Regardless, we consider these violations to be a serious matter, and we have taken numerous steps to eliminate or, at a minimum, mitigate the occurrence of these violations. Our efforts have been successful as the number of issued violations has decreased from nine (9) in 2023, six (6) in 2024 and one (1) in 2025.

For example, all technical staff hires receive classroom training as required for certification and we supplement this with hands-on training where inspectors are coupled with experienced technicians to become more familiar with the practical applications of code enforcement, as well observe firsthand, abatement/remediation contractor means and methods.

As a further business practice, we hold all-hands staff meetings where management reviews our written internal operations standards, safety protocols, changes to applicable regulations and "lessons-learned" from unique project events. Our Project Managers follow up by making site inspections that we record as part of our business unit/corporate quality control efforts. In recognition of the fact that, for identical projects, the different code compliance agencies have different requirements, to safeguard against misinterpretation or confusion, we provide our field staff with a summary of inspection and air sampling protocols that reflect the specific federal, state, or local regulations that govern each project.

Each of the foregoing activities is intended to educate and train our staff to mitigate the chance of administrative violations and ensure proper performance of environmental testing services. LiRo has a no tolerance policy regarding code non-compliance and any employee found to have violated these code requirements is subject to severe disciplinary action, including suspension without pay and termination.

We evaluate our process and training requirements on a regular basis, and we look for every opportunity to improve our performance and eliminate such violations in the future.

As stated above, our efforts to severely mitigate testing violations have been successful and our commitment to this effect will continue into the balance of this year and beyond.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: John Zychowicz, Jr.
Date of birth: [redacted]
Home address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 3 Aerial Way

City: Syosset State/Province/ Territory: NY Zip/Postal Code: 11791
Country US
Telephone: 5169385476

Other present address(es):

City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

Type Business
Description
Address 1 State Street, 28th Floor

City New York State/Province/ Territory: NY Zip/Postal Code: 10004
Country US
Phone (212) 563-0280

Type Business
Description
Address 116 North Washington Avenue, Office 301

City Scranton State/Province/ Territory: PA Zip/Postal Code: 18503
Country US
Phone

Type	Business				
Description					
Address	1266 E. Main Street, Soundview Plaza, Suite 700R				
City	Stamford	State/Province/ Territory:	CT	Zip/Postal Code:	06902
Country	US				
Phone	(203) 992-4560				

Type	Business				
Description					
Address	141-07 20th Avenue, Suite 403				
City	Whitestone	State/Province/ Territory:	NY	Zip/Postal Code:	11357
Country	US				
Phone	(718) 445-5295				

Type	Business				
Description					
Address	212 West 35th Street				
City	New York	State/Province/ Territory:	NY	Zip/Postal Code:	10018
Country	US				
Phone					

Type	Business				
Description					
Address	235 East Jericho Turnpike				
City	Mineola	State/Province/ Territory:	NY	Zip/Postal Code:	11501
Country	US				
Phone	(516) 746-2350				

Type	Business				
Description					
Address	333 Thornall Street				
City	Edison	State/Province/ Territory:	NJ	Zip/Postal Code:	08837

Country	US				
Phone					

Type	Business				
Description					
Address	455 Winding Brook Dr., Suite 201				
City	Glastonbury	State/Province/ Territory:	CT	Zip/Postal Code:	06033
Country	US				
Phone					

Type	Business				
Description					
Address	529 Main Street, Suite 3303				
City	Boston	State/Province/ Territory:	MA	Zip/Postal Code:	02129
Country	US				
Phone	(617) 532-6300				

Type	Business				
Description					
Address	690 Delaware Avenue				
City	Buffalo	State/Province/ Territory:	NY	Zip/Postal Code:	14209
Country	US				
Phone	(716) 882-5476				

Type	Business				
Description					
Address	703 Lorimer Street				
City	Brooklyn	State/Province/ Territory:	NY	Zip/Postal Code:	11211
Country	US				
Phone	(718) 782-0267				

Type	Business
Description	

Address	85 Allen Street, Suite 300				
City	Rochester	State/Province/ Territory:	NY	Zip/Postal Code:	14608
Country	US				
Phone	(585) 287-8833				

Type	Business				
Description					
Address	One Gateway Center, 300 Washington Street, Suite 902				
City	Newton	State/Province/ Territory:	MA	Zip/Postal Code:	02458
Country	US				
Phone					

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type	Other
Description	Senior Vice President
Start Date	07/02/2021

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Mr. Zychowicz Jr. is an officer of the following LiRo affiliated companies:

LiRo Architects + Engineers West, P.C.
LiRo Architects + Engineers, P.C. (CT)
LiRo Architects + Engineers, P.C. (PA)
LiRo-Hill, Corp. f/k/a Hill-LiRo, Corp.
DAI, Inc.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

Yes, contracts with various municipalities and agencies in Massachusetts, Rhode Island, Maine and New Hampshire.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, John Zychowicz, Jr. , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, John Zychowicz, Jr. , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

LiRo Architects + Planners, P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
John Zychowicz, Jr. ZYCHOWICZJ@LIRO.COM

Senior Vice President

Title

05/06/2026 03:26:17 pm

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: LiRo Architects + Planners, P.C.

Address: 3 Aerial Way

City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Other (specify) Professional Corporation

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: LAP CCVD Q4 Attachment May 2026.pdf

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

B. Charles Manning, [redacted]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

See attached

1 File(s) uploaded: CCVD Question 6.pdf

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are

not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Rocco Trotta, PE [TROTTAR@LIRO.COM]

Dated: 05/06/2026 12:31:45 pm

Title: Chairman, CEO, President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Question 6

LiRo Affiliated Companies

LiRo Program and Construction Management, PE P.C.
LiRo Engineers, Inc.
LiRo Architects & Engineers West, P.C.
LiRo Architects & Engineers, P.C. (CT)
LiRo Architects & Engineers, P.C. (PA)
LiRo Program and Construction Management, Inc.
LiRo Constructors, Inc.
LiRo GIS, Inc.
Monitor Builders, Inc.
RLT Engineering, Geology and Land Surveying, P.C.
DAI, Inc.
LiRo-Hill, Corp. f/k/a Hill-LiRo, Corp.
James LaSala & Associates, LLP
None of the Affiliated Companies will be participating in the performance of the contract.

Question 4

Rocco L. Trotta, [redacted], Chairman, CEO, President

Michael Burton, [redacted], Executive Vice President & National Operations Mgr

Joseph Spina, [redacted], Senior Vice President

John Zychowicz, [redacted], Senior Vice President

B. Charles Manning, [redacted], Director

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. c/o Alliant Insurance Services, Inc. 333 Earle Ovington Blvd, Suite 700 Uniondale NY 11553	**CONTACT NAME:** Connor Baker **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** Connor.Baker@alliant.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #**
	INSURER A : Arch Insurance Company — 11150
INSURED LiRo Architects + Planners, P.C. 3 Aerial Way Syosset NY 11791	**INSURER B :** XL Insurance America, Inc. — 24554
	INSURER C : AGCS Marine Insurance Company — 22837
	INSURER D : Arch Indemnity Insurance Compa — 30830
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1041301565 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	11PKG1998002	1/1/2026	1/1/2027	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 5,000,000
	POLICY [X] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 10,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 10,000,000
							SIR	$ 500,000
A	AUTOMOBILE LIABILITY	Y	Y	11PKG1998002	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB [X] OCCUR	Y	Y	US00064696LI26A	1/1/2026	1/1/2027	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	14WCI1998902	1/1/2026	1/1/2027	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory In NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Valuable Papers			MXI93093619	1/1/2026	1/1/2027	Limit:	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract No. B90406-02DL - On-Call Building Design Services

Nassau County, its officials, employees, volunteers, agents, volunteers, and representatives are included as Additional Insureds as respects General Liability, Automobile Liability, and Umbrella/Excess Liability on a Primary and Non-Contributory basis with regard to work performed by the Named Insured as required by written contract. Waiver of Subrogation applies to all Additional Insureds as required by written contract. 30 days' notice of cancellation or non-renewal will be provided to Certificate Holder, except 10 days' notice for cancellation for non-payment of premium.

CERTIFICATE HOLDER

Nassau County
Department of Public Works
1194 Prospect Avenue
Westbury NY 11590

CANCELLATION 30 Days Notice of Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Matthew A. Amor

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All parties where required by written contract.	**As required by written contract.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All parties where required by written contract.	**As required by written contract.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
All parties where required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036 CN101636071-UPL-Prof-26-27	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED LiRo Architects + Planners, P.C. 3 Aerial Way Syosset, NY 11791	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** XL Specialty Insurance Company — 37885 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-012690991-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Contractors Professional and Pollution Liability			CEO742176902	05/01/2026	05/01/2027	Limits:	10,000,000
							SIR:	75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract No. B90406-02DL - On-Call Building Design Services

CERTIFICATE HOLDER

Nassau County
Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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AGENCY CUSTOMER ID: CN101636071
LOC #: New York

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC.	LiRo Architects + Planners, P.C. 3 Aerial Way Syosset, NY 11791
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The following are included as additional named Insured:
LiRo Engineers, Inc
LiRo Program and Construction Management, PE P.C.
LiRo Program and Construction Management, PE P.C. (Inc)
LiRo Architects + Engineers West, P.C.(NJ)
LiRo Architects + Engineers, P.C.(PA)
LiRo Architects + Engineers, P.C. (CT)
LiRo Constructors, Inc.
LiRo GIS, Inc.
James, LaSala & Associates, LLP
Monitor Builders, Inc.
LiRo-Hill , Corp
DAI, Inc.
RLT Engineering, Geology, and Land Surveying, P.C.
LiRo Architects + Planners, P.C
Aecom-LiRo Joint Venture
LiRo-JRCruz Joint Venture
Hardesty & Hanover + LiRo Joint Venture
Ecosystem-LiRo Energy Group II JV
LiRo Program and Construction Management PE PC/Hill International, Inc Joint Venture
LiRo-Hill Joint Venture II

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) LiRo Architects & Planners, P.C. 3 Aerial Way Syosset NY 11791 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 13-3119887
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County Department of Public Works 1194 Prospect Avenue Westbury NY 11590	3a. Name of Insurance Carrier Arch Insurance Company 3b. Policy Number of Entity Listed in Box "1a" 14WCI1998902 3c. Policy effective period 1/1/2026 to 1/1/2027 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Patrick Ledwith
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Patrick Ledwith 7/29/2026
(Signature) (Date)

Title: Assistant Account Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (516) 414-8900

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) LIRO ARCHITECTS & PLANNERS, P.C. 3 AERIAL WAY SYOSSET, NY 11791 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. Federal Employer Identification Number of Insured or Social Security Number 133119887
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County Department of Public Works 1194 Prospect Avenue Westbury NY 11590	3a. Name of Insurance Carrier **ShelterPoint Life Insurance Company** 3b. Policy Number of Entity Listed in Box "1a" DBL51613 3c. Policy effective period 10/01/2025 to 09/30/2027

4. Policy provides the following benefits:
   - [x] A. Both disability and paid family leave benefits.
   - [ ] B. Disability benefits only.
   - [ ] C. Paid family leave benefits only.
5. Policy covers:
   - [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
   - [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 7/29/2026 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Wade Harrison, President

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12-21)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/ or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

101651

LIRO ENGINEERS, INC.
3 AERIAL WAY
SYOSSET, NY 11791

CAPITALONE BANK
CAPITAL ONE, N.A.
50-791/214

CHECK DATE July 31, 2026

PAY Five Hundred Thirty Three and 00/100 Dollars

AMOUNT 533.00

TO Nassau County Department of Public Works

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈101651⑈ ⑆021407912⑆452 40 16658⑈

LIRO ENGINEERS, INC.

101651

Check Date: 7/31/2026

Invoice Number	Date	Voucher	Amount	Discounts	Previous Pay	Net Amount
07282026-B90406-02DD	7/28/2026	000000476610	533.00			533.00
Nassau County Department of Public Works		TOTAL	533.00			533.00
LIRO ENGINEERS - 1		LK-NASSU				

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Marsh USA Inc. c/o Alliant Insurance Services, Inc. 333 Earle Ovington Blvd, Suite 700 Uniondale NY 11553	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	
INSURER B : XL Insurance America, Inc.	24554
INSURER C : AGCS Marine Insurance Company	22837
INSURER D : Arch Indemnity Insurance Compa	
INSURER E :	
INSURER F :	

INSURED
LiRo Architects + Planners, P.C.
3 Aerial Way
Syosset NY 11791

COVERAGES **CERTIFICATE NUMBER:** [redacted] **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		[redacted]	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SIR	$ $ 1,000,000 $ $ 5,000,000 $ $ 10,000,000 $ 500,000
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		[redacted]	1/1/2026		COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [X] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y		[redacted]		1/1/2027	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		[redacted]	1/1/2026		PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C				[redacted]	1/1/2026	1/1/2027	Limit:	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Contract No. B90406-02DL - On-Call Buildings Design

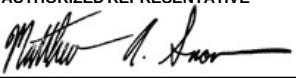
County of Nassau is included as Additional Insured as respects General Liability, Automobile Liability, and Umbrella/Excess Liability with regard to work performed by the Named Insured as required by written contract.

CERTIFICATE HOLDER

CANCELLATION 30 Days Notice of Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All parties where required by written contract.	**As required by written contract.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All parties where required by written contract.	**As required by written contract.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s): **All parties where required by written contract.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

© Insurance Services Office, Inc., 2018

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) LiRo Architects & Planners, P.C. 3 Aerial Way Syosset NY 11791 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County Department of Public Works 1194 Prospect Avenue Westbury NY 11590	3a. Name of Insurance Carrier Arch Insurance Company 3b. Policy Number of Entity Listed in Box "1a" [redacted] 3c. Policy effective period 1/1/2026 to 1/1/2027 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Patrick Ledwith
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Patrick Ledwith 5/12/2026
(Signature) (Date)

Title: Assistant Account Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (516) 414-8900

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
LIRO ARCHITECTS & PLANNERS, P.C.
3 AERIAL WAY
SYOSSET, NY 11791

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number
[redacted]

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury NY 11590

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company
[redacted]

3c. Policy effective period
10/01/2025 to 09/30/2027

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 5/12/2026 By [signature]
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Wade Harrison, President

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

CONFIDENTIAL

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: March 23, 2026

SUBJECT: "On-Call" Building Design Services: Building Construction Group
Recommendation of Firms for Design Services

Nassau County Department of Public Works (NCDPW) intends to procure a firm(s) to provide "On-Call" Building Design Services for DPW's Building Construction Group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted. These services could potentially include study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, estimating, constructability review, design review, or any other services necessary to address a wide variety of building/infrastructure design, repair, and improvements/issues as authorized by the Department.

The County received ten (10) responses to the "Request For Proposals" (RFP).

The technical proposals were evaluated by professional staff within the Department by Valiant Yeung, Architect III, Carmelo Mazza, Architect II, Mohammed Rahman, Electrical Engineer III and Joshua Neuman, Civil Engineer II.

The results of the Technical Evaluation including Cost Proposals are indicated in the attached table.

In our professional judgment, the top five (5) firms, having received a technical rating above 81.0 and being capable of diversified building design services, present the best value to the County. Furthermore, it is the Department's recommendation that each of the top five (5) firms be retained to provide On-Call Building Design Services.

Funding for these professional services will be available on a project specific capital improvement basis. If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

Joseph J Pecora P.E.

for Michael Kwaschyn
Commissioner

MK:DT:jd
c: Douglas Tuman, Deputy Commission
Jane Houdek, Attorney for Public Works
Valiant Yeung, Architect III
Carmelo Mazza, Architect II
Mohammed Rahman, Electrical Engineer III
Joshua Neuman, Civil Engineer II

APPROVED:

3/24/26

Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

TECHNICAL RATING SUMMARY
RFP for On Call Buildings Design
B90406-02D

Rated By: Valiant Yeung, Carmelo Mazza, Mohammed Rahman, Joshua Neuman

Department: DPW

Date: 11-Mar-26

Firm name	Main Contact	Total	Average	Rank	Fee proposal Multiplier
LiRo Architect + Planners, P.C.	Nancy Malicki (516) 938-5476	368	92	1	2.80
D&B Engineers & Architects	Kelly Pedone (516) 364-9890	343	85.75	2	2.80
Spector Group	Linda Bauer (516) 365-4240	337	84.25	3/4	2.70
LKB Engineering	David Macedonio (516) 210-8983	337	84.25	3/4	2.75
H2M Architects + Engineers	Jamie Pizzardi (631) 756-8000	328	82	5	3.00
Cashin Associates	Kate Kelly (631) 348-7600	322	80.5	6	2.70
IMEG	Jessica Harrison (571) 325-5255	320	80	7	2.75
MP Engineers	Mahendra Patel (212) 736-1100	302	75.5	8	
Parikh Architectural P.C.	Bina Parikh (718) 473-5126	136	34	9	
Quick Quality Home Inspection, LLC	George Burrus (347) 628-2006	89	22.25	10	

Request to Initiate - R26-0228 (P26-0105 - B90406-02DL - On Call Buildings Design - LiRo Architects + Planner, P.C.)

RTI Status	**Active**		
Request Type	**RFP**		
Service Requested	**B90406-02DL - On Call Buildings Design - LiRo Architects + Planner, P.C.**		
Justification	**Nassau County Department of Public Works (NCDPW) intends to procure a firm(s) to provide "On-Call" Building Design Services for DPW's Building Construction Group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted. These services could potentially include study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, estimating, constructability review, design review, or any other services necessary to address a wide variety of building/infrastructure design, repair, and improvements/issues as authorized by the Department.**		
Requested By	**Public Works**	Project Manager	**Valiant Yeung**
Project Cost for this Phase / Contract	**Design**		
PIR Phase Amount Listed	**3,000,000.00**	Phase Cost	**0.01**
Total Project Cost	**$3,000,000.00**		
Start Work	**11/01/2026**	Duration	**60 months**
Renewal Options			
Procurement Method			
Procurement Method Reason			
Priority Justification			

Funding Source

Funding Type	Capital Project	Capital Detail	Funding Code	County	Federal (Direct)	Federal (Pass Thru State)	State	Other	Created On	Created By
Capital	90406 - Various County Facilities - Design	000	PWCAPCAP	0.01		0			08/06/2026	James Woytysiak

State Environmental Quality Review Act

Type II Action

Supplemental Environmental Documentation

Outsourcing Questionnaire

Question	Answer
What is the duration of the project if done inhouse? • Employee / Man Hours • Number of DaysShow calculations.	
What is the duration of the project if out sourced?	
What is the priority of the project? (Emergency, High, Medium, Low)	
Is the project subject to seasonality?	
What is the project cost of the project in done in-house? • Labor • MaterialsShow calculation if possible.	
What is the project cost of the project if outsourced?	
Does this require a specific skill set not currently within the County work force?	
Does the Title exist to perform the function?	
Does the skill set require specific training?	
Does the Skill set require certification certificates?	
Are continuing education credits required to maintain certification?	
Is this a task that must be performed often?	
Do County employees always perform this function?	
If County employees do not normally perform the function, please specify why?	
If County employees normally perform the function why is DPW choosing to outsource?	
Is there associated risk liability that would necessitate outsourcing?	
Is the project paid via outside funding?	
Does the outside funding require outsourcing for it to be reimbursed?	

Approvals

Request Submitted	**James Woytysiak**	**08/06/2026 02:49 pm**
Funding Added	**See Funding Source Tab**	
Capital Funding Approved	**James Woytysiak**	**08/06/2026 02:55 pm**
AIM Entered	**Deanna Funk**	**08/07/2026 06:18 am**
Time Sheet Code	**26-0228**	
Commissioner Approved	**Douglas Tuman**	**08/11/2026 05:16 pm**
DCE / Ops Approved	**Eleftherios Sempepos**	**08/12/2026 10:46 am**

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Valiant Yeung, Architect III

FROM: Office of the Commissioner

DATE: September 9, 2025

SUBJECT: CSEA Sub-Contracting Approval
C25-0191 Contract Number: B90406-02D
"On-Call" Building Design Contract

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C25-0191.**

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

Sean McBride
Deputy Commissioner

SM:las
c: Michael Kwaschyn, Commissioner
Douglas Tuman, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Robert Labaw, Chief Architect

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS

C25-0191

Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Kris Kalender, President

FROM: Department of Public Works

DATE: September 3, 2025

SUBJECT: CSEA Notification - Proposed DPW Contract Agreement
"On-Call" Building Design Contract
Proposed Contract No: B90406-02D

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:
   Architectural / Engineering Services

2. The work involves the following:

   Providing "On-Call" Building Design Services for
   DPW's Building Construction Group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted.

3. An estimate of the total cost is: $500,000.00

4. An estimate of the duration is: Twenty-four (24) Months

Should you wish to propose an alternative to the proposed work order, please respond within ten (10) days to: Department of Public Works, Att: Sean McBride, Deputy Commissioner, telephone 1-6887, fax 1-9657.

Sean McBride
Deputy Commissioner

SM:DT:jd
c: Melissa Gallucci, Commissioner, Shared Services
Ross Bratin, Deputy Director, Office of Labor Relations
Douglas Tuman, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Yansick, Unit Head, Financial Unit
Tracy Ritchie, Unit Head, Human Resources Unit
Robert Labaw, Chief Architect,
Valiant Yeung, Architect III, Project Manager
Elizabeth Cotton, Special Assistant, Office of Labor Relations

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Joseph Spina, AIA/Senior Vice President

Name and Title of Authorized Representative

m/d/yy

5/26/26

Signature

Date

LiRo Architects + Planners, P.C.

Name of Organization

3 Aerial Way, Syosset, NY 11791

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

APPENDIX U

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED DBE/MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name: LiRo Architects + Planners, P.C.
Address (street/city/state/zip code): 3 Aerial Way, Syosset, NY 11791
Authorized Representative (name/title): Joseph Spina, AIA, NCARB - Senior Vice President
Authorized Signature:
Contract Number: PW-B90406-02D
Contract/Project Name: "On-Call" Building Design
Contract/Project Description: On-Call Building Design Services for Nassau County Department of Public Works for Various Building Related Projects

Part 2- Projected DBE/MBE/WBE/SDVOB Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	TBD		36%
Total DBE Dollar Amount	TBD	DBE Contract Percentage	0%
Total MBE Dollar Amount	TBD	MBE Contract Percentage	15%
Total WBE Dollar Amount	TBD	WBE Contract Percentage	15%
Total SDVOB Dollar Amount	TBD	SDVOB Contract Percentage	6%
Total Combined M/WBE/SDVOB Dollar Amount	TBD	Combined M/WBE/SDVOB Contract Percentage	36%

Part 3- DBE Information (use additional blank sheets as necessary):

DBE Firm	Description of Work (DBE)	Projected DBE Contract Amount ($) and Award Date	DBE Contract Scheduled Start Date and Completion
Name: N/A Address: City: State/Zip Code: Authorized Representative: Telephone No.	N/A	Amount ($): _____ Award Date: _____	Start Date: _____ Completion Date: _____
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): _____ Award Date: _____	Start Date: _____ Completion Date: _____
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): _____ Award Date: _____	Start Date: _____ Completion Date: _____

Part 4- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: Weintraub Diaz Landscape Architecture, PLLC Address: 19 New Street City: Nyack State/Zip Code: NY 10960 Authorized Representative: Giovanni Diaz Telephone No. 845-353-2500	Landscape Architecture / Arborist	Amount ($): TBD: 7.5% Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Domingo Gonzalez Associates Address: 29 Broadway, 3rd. Fl., City: New York State/Zip Code: NY 10006 Authorized Representative: Domingo Gonzalez Telephone No. 212-608-4800 x11	Lighting Design	Amount ($): TBD: 7.5% Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 5- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: TriState Planning Engineering & Land Surveying, P.C. Address: 740 Veterans Memorial Highway, Suite 303 City: Hauppauge State/Zip Code: NY 11788 Authorized Representative: Robert Ervolina, P.E. Telephone No. 516-496-770	Geotechnical Subsurface	Amount ($): TBD : 5% Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Jablonski Building Conservation, Inc. Address: 40 West 27th Street, 12th Floor City: New York State/Zip Code: NY 10001 Authorized Representative: Mary Jablonski Telephone No. 212-532-7775	Historic Preservation	Amount ($): TBD: 5% Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Amaracon Testing & Inspections, LLC Address: 2 Commercial Street City: Hicksville State/Zip Code: NY 11801 Authorized Representative: Connie Pisan Telephone No. 516-261-1131	Material Testing	Amount ($): TBD: 5% Award Date: TBD	Start Date: TBD Completion Date: TBD

Part 6- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount ($) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: M.C. Fuhrman & Associates, LLC Address: 70 Tanner Street City: Haddonfield State/Zip Code: NJ 08033 Authorized Representative: Michael Pytlik, PMP, PSP, EVP Telephone No. 267-398-5626	Cost Estimating	Amount ($): TBD: 6% Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Certified: --

E-121-26

Filed by the Clerk of the Nassau County Legislature
September 8, 2026 4:11PM

NIFS ID: CQHS26000063

Capital:

Contract ID #: **CQHS26000063**

NIFS Entry Date: **06/23/2026**

Department: Human Services

Service: **YOUTH DEVELOPMENT**

Term: from **01/01/2026** to **12/31/2028**

Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Leadership Training Inc.** DBA: **Leadership Training Institute**	ID#:**112239383**
Main Address: **50 Clinton Street, Suite 607 Hempstead, NY 11550**	
Main Contact: **Aster Mehreteab**	
Main Phone: **(516) 483-3400**	

Department:
Contact Name: **Seema Zaki**
Address: **60 Charles Lindberg Blvd., Suite 220, Uniondale, NY 11553-36886060**
Phone: **(516) 227-7003**
Email: **alok.raman@hhsnassaucountyny.us**

Contract Summary

Purpose: The Leadership Training Institute's (LTI) Safe Places Youth Development (SPYD) Afterschool Program in Roslyn provides K-8 students with a safe, structured, and engaging environment that supports academic growth, school engagement, and positive youth development. The program offers homework assistance, academic enrichment, recreational and cultural activities, and character development to promote holistic student success. With experienced staff and returning students, the program ensures continuity, consistent support, and measurable outcomes.

Procurement History: This is the second RFP that has been approved for this Agency

Description of General Provisions: Provide daily homework assistance and tutoring.

Provide structured academic enrichment and supervised recreational activities.

Offer cultural, leisure, and enrichment activities including music, dance, martial arts, STEM, board games, arts and crafts, educational apps, and field trips.

Provide summer enrichment programming, including a least four educational and recreational field trips.

- Encourage consistent attendance through engaging programming and supportive monitoring.

Impact on Funding / Price Analysis: Agcny will provide services for 65 youth at a per capita cost of $2,000.00

Change in Contract from Prior Procurement: Contract amount has been reduced from 2025-was $145,000.00

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: HS0630-2536

Advertised On: 06/30/2025

Advertised In: Bid Board, Official Newspaper, Other NY Post

Proposals Due On: 08/18/2025

Number of proposals received: 25

Evaluation Committee members: • Lionel Chitty • Alicia Williams • Donna Worsley- Hines • Tracy Presti • Nancy Holland

Pursuant to Executive Order No. 1 of 1993 as amended at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received along with the cost of each proposal.

The contract has been awarded to the proposer offering the lowest cost proposal

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1324	DE	HSGEN1324	DE511	HSGEN1324 DE511	01	$130,000.00
						TOTAL		**$130,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$130,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$130,000.00**

Routing Slip

Department			
NIFS Entry	Alok Raman	06/24/2026 02:35PM	Approved
NIFS Final Approval	Seema Zaki	06/24/2026 03:47PM	Approved
Final Approval	Seema Zaki	06/24/2026 03:47PM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	06/29/2026 03:33PM	Approved
RE & Insurance Verification	Julie Silverstein	06/29/2026 03:33PM	Approved
NIFS Approval	Mary Nori	07/07/2026 11:41AM	Approved
Final Approval	Mary Nori	07/07/2026 11:41AM	Approved
OMB			
NIFS Approval	Amanda Cohn	06/25/2026 12:09PM	Approved
NIFA Approval	Irfan Qureshi	06/30/2026 11:25AM	Approved
Final Approval	Irfan Qureshi	06/30/2026 11:25AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	07/07/2026 11:52AM	Approved
DCE Compliance Approval	Robert Cleary	07/14/2026 05:51PM	Approved
Vertical DCE Approval	Anissa Moore	07/15/2026 11:35AM	Approved
Final Approval	Anissa Moore	07/15/2026 11:35AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	09/08/2026 03:54PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HUMAN SERVICES AND LEADERSHIP TRAINING INC.

WHEREAS, the County has negotiated a personal services agreement with Leadership Training Inc., to provide the County with services for positive youth development, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an agreement with Leadership Training Inc.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1 West Street, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Human Services, Office of Youth Services having its principal office at 60 Charles Lindbergh Boulevard, Suite 220, Uniondale, New York 11553-369(the "Department"), and Leadership Training Inc., a New York State not-for-profit corporation, having its principal office at 50 Clinton Street, Ste 607, Hempstead New York 11550 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement;

WHEREAS, the Contractor desires to perform the services described in this Agreement;

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1) **Term**.
   A. This Agreement shall commence on January 1, 2026 and shall terminate on December 31, 2026 (the "Initial Term"), unless sooner terminated as provided for herein. The Department may, in its sole discretion, renew the term of this Agreement, on the below agreed upon terms and conditions, for one (1) additional two (2) year period (the "Renewal Term"), for a possible total term of three (3) years, subject to the County's right of early termination as provided in the contract.

   B. The decision to renew the contract(s) will be at the sole discretion of the Department and may be exercised by written notice thereof to the Contractor.

2) **Services.**
   A. The services and scope of work is to provide K-8 students in Roslyn with a safe, structured, and engaging environment that supports academic growth, school engagement, and positive youth development.
   B. The contractor will be required to provide reports to the County, as well as provide all findings and recommended actions to mitigate any issues found. All findings and recommended actions must include prioritization based on risk, factoring current intelligence into the risk level. The contractor will also be required to include guidance on how to remediate each item, as well as estimated internal staff hours needed to address each item. The contractor will not remediate any findings unless instructed by the County. The County will pursue recommended actions using the contractor's guidance as appropriate. The County will make all final decisions regarding their IT system operations.
   C. Additional services are included as **EXHIBIT A.**
   D. Renewal Services: Services to be provided during the renewal period shall be based on the results of the initial contract period services and current needs of the County.

3) **Payment**.

(a) **Amount of Consideration**. The maximum amount to be paid to the Contractor as full consideration for the Services and all Additional Services performed under this Agreement during the Initial Term and Renewal Term, shall not exceed Three Hundred Ninety Thousand and 00/100 Dollars ($390,000.00) DOLLARS (the "Maximum Amount"). The Maximum Amount is inclusive of any and all expenses and shall be payable as follows:

(b) **Partial Encumbrance**. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that the initial encumbrance authorized upon approval of this Agreement shall be One Hundred Thirty Thousand and 00/100 Dollars ($130,000.00) DOLLARS.

(i) one third (⅓) of the Initial encumbrance shall be paid in advance upon the final execution of this Agreement; and

(ii) Starting with claims submitted for Services performed in April and continuing until September, the total advance will be deducted in equal installments from the monthly claims submitted. If claims for any of the six (6) months are less than the monthly amount being deducted, the Contractor shall submit with its claim a check payable to the County for the difference.

(iii) Subsequent payments shall be on a reimbursement basis for actual expenses incurred and solely in accordance with the budget attached hereto.

(c) Thereafter, the Department shall notify the Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(d) **Vouchers; Voucher Review, Approval and Audit**. All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(e) **Timing of Payment Claims**. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(f) **No Duplication of Payments**. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the county.

(g) **Payments in Connection with Termination or Notice of Termination**. Unless a provision of this Agreement expressly states otherwise payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

4) **Non-Completion**. Unless otherwise specifically addressed elsewhere in this Agreement, in the event the Agreement is terminated, or the Program cancelled for any reason prior to the date of completion of the Program, the Contractor shall immediately return any and all payment that the Contractor has received. The re-payments shall be made within seven (7) days from the notice of cancellation or when the performance was due, whichever is sooner.

5) **Independent Contractor.** The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractors (a "Contractors Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6) **No Arrears, Default and/or Claims.** The Contractor represents it is not in arrears to the County upon any debt or contract and it is not in default as surety, Contractor, or otherwise upon any obligation to the County, including but not limited to any obligation to pay taxes to, or perform services for or on behalf of, the County.

7) **Compliance With Law**.

(a) **Generally**. The Contractor shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures.

(b) **Records Access**. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) to execute a confidentiality agreement, attached hereto as Exhibit A (the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the

County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the "Contract Package"), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of the Contractor to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.

8) **Prohibition of Gifts**. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

9) **Disclosure of Conflicts of Interest**. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

10) **Nassau County Living Wage Law**. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

A. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.

B. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

C. On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

11) **Vendor Code of Ethics**. By executing this Agreement, the Contractor hereby certifies and covenants that:

A. The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
B. All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
C. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
D. The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
E. The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement;
F. The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and
G. The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," ("MWBE") which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)
   i) IF APPLICABLE AND AT THE OPTION OF THE OFFICE OF MINORITY AFFAIRS "OMA") In an effort to increase the utilization of minority, woman, veteran and Service-Disabled Veteran-Owned Business ("SDVOB") the County is implementing an overall target of 15% MWBE and 2% SDVOB participation in locally funded procurements. Each vendor and/or subcontractor agrees to cooperate and make its best efforts to assist the procuring Department and OMA in achieving this goal. Such best efforts may include, but are not limited to, providing upon request to OMA, information related to Contractor's utilization of SDVOB and MWBE. The County may utilize such information in determining the ability of the contractor to receive future awards.

12) **Minimum Service Standards**. Regardless of whether required by Law:
A. The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
B. The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.
C. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

13) **Right to Works/Ownership of Work Product/Copyright.**
A. Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non-exclusive, irrevocable, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report,

data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.

B. The County retains sole ownership and all right, title, and interest in and to any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement.

C. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.

D. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to Section 101 Of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.

E. the Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.

F. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement.

14) **Confidentiality**.

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.

B. Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that,

in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;

C. If applicable, Vendor and/or vendors employees/agents, subcontrators, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

D. **Data Protection.** Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects, transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.

E. The provisions of this Section shall survive termination of the Agreement.

15) **Indemnification; Defense; Cooperation.**

A. Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

B. The Contractor shall, at the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suit, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

C. The Contractor shall and shall cause all of Contractor's Agent(s) to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or the Contractor's Agent(s) in connection with this Agreement.

D. In the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

E. **Infringement Indemnification**. The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any infringement, violation or unauthorized use of any copyright, trade secrets, or trademark , patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.

(1) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(2) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.

(3) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

F. The provisions of this Section shall survive the termination of this Agreement.

16) **Insurance**.

A. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) workers compensation insurance for the benefit of the Contractor's employees ("Workers'

Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, or, if the Contractor is exempt from New York State Workers' Compensation Insurance requirements, the Contractor shall provide the County with appropriate documentation evidencing such exemption, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation or exemption is granted in favor of the County of Nassau.

B. Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

C. Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

17) **Assignment; Amendment; Waiver; Subcontracting**.

A. This Agreement and the rights and obligations hereunder may not be in whole or part and in accordance with General Municipal Law Section 109 (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

B. The Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and the Contractor's subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. Therefore, the County shall have no obligation to pay or to enforce the payment of any moneys to any Contractor subcontractors.

C. The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive.

18) **Termination**.

A. Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and/or (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

B. As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

C. By the Contractor: This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

D. **Contractor Assistance Upon Termination**. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

19) **Accounting Procedures; Records.**

A. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

20) **Limitations on Actions and Special Proceedings Against the County.** No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

A. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an

adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary 6 moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

B. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

21) **Work Performance Liability**. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

22) **Data Breach**:

A. Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:
   i) Date and time of the breach;
   ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
   iii) The nature and extent of the breach;
   iv) The Contractor's proposed plan to investigate and remediate the breach.

B. Upon discovery by the Contactor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

C. The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.

D. The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.

23) **Consent to Jurisdiction and Venue; Governing Law**. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum

non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

24) **Notices**. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:
   A. in writing to the above referenced addresses and in compliance with the below,
   B. delivered or sent
      i) by hand delivery, evidenced by a signed, dated receipt,
      ii) postage prepaid via certified mail, return receipt requested, or
      iii) overnight delivery via a nationally recognized courier service,
      iv) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and
         (1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,
         (2) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County,
         (3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and
         (4) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

25) **All Legal Provisions Deemed Included; Severability; Supremacy**.
   A. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
   B. In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
   C. Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
   D. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

26) **Section and Other Headings**. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

27) **Administrative Service Charge**. Unless exempted or excluded by law, the Contractor agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

28) **Executory Clause**. Notwithstanding any other provision of this Agreement:

A. **Approval and Execution**. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless:
   i) all County approvals have been obtained, including, if required, approval by the County Legislature, and
   ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

B. **Availability of Funds**. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

29) **Entire Agreement**. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

30) **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

31) **Not-For-Profit Merger, Acquisition, Judicial or Non-Judicial Dissolution (if applicable):** The Contractor agrees to provide written notice the Department, Applicable DCE, County Attorney, and Comptroller Ninety (90) days prior to any Merger, Acquisition, Judicial or Non-Judicial Dissolution, as defined under New York State Not-For-Profit Law.

32) Force Majeure. Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

33) **Non-Waiver:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but same shall remain in full force and effect. Acceptance by the County of any portion of the Work or the payment or any fees or reimbursements due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

34) **Participation By Political Subdivisions, "PIGGY BACKING" (IF APPLICABLE):** The successful vendor agrees that all political subdivisions of Nassau County and/or New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases thereunder.

New York State Law allows cooperative purchasing between public agencies. General Municipal Law 103, subdivision (16) allow political agencies "to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, ... as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein....." Such agencies that meet requirements of NYS GMU 103 may purchase from contracts established by the COUNTY. Unless Vendor declines on the offer submitted by the seller to the County, Vendor agrees to sell services defined in this agreement to other eligible government agencies. The COUNTY accepts no responsibility for the payment of the service price by other governmental agencies.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

LEADERSHIP TRAINING INC

By: _____

Name: Aster Mehreteab

Title: Chief Executive Officer

Date: 4/29/2026

NASSAU COUNTY

By: _____

Name: _____

Title:

____, County Executive
(or) ___, Chief Deputy County Executive
(or) ___, Deputy County Executive

Date: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 29 day of April in the year 2026 before me personally came Aster Mehreteab to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Chief Executive Officer of Leadership Training Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Roshinee Persaud

ROSHINEE PERSAUD
Notary Public, State of New York
No. 01PE6360455
Qualified in Queens County
Certificate in New York County
Commission Expires June 19, 2029

June 19, 2029

Roshinee Persaud
NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____day of _____ in the year _____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

EXHIBIT A
ENGAGEMENT DELIVERABLES, ASSUMPTIONS, SCOPE OF WORK

CONTRACTING AGENCY: Leadership Training Inc

AUTHORIZED AGENCY PERSON: Aster Mehreteab CEO

ADDRESS: 50 Clinton Street, Ste #607, Hempstead, New York 11550

TERM: 01/01/26-12/31/26

CONTRACT AMOUNT: $130,000.00

Objective: The Leadership Training Institute's (LTI) Safe Places Youth Development (SPYD) Afterschool Program in Roslyn provides K-8 students with a safe, structured, and engaging environment that supports academic growth, school engagement, and positive youth development. The program offers homework assistance, academic enrichment, recreational and cultural activities, and character development to promote holistic student success. With experienced staff and returning students, the program ensures continuity, consistent support, and measurable outcomes.

Objective 1: Maintain a safe, structured, and engaging afterschool environment that supports academic success and school engagement.

Activities:

- Provide daily homework assistance and tutoring.Provide structured academic enrichment and supervised recreational activities.
- Offer cultural, leisure, and enrichment activities including music, dance, martial arts, STEM, board games, arts and crafts, educational apps, and field trips.
- Provide summer enrichment programming, including a least four educational and recreational field trips.
- Encourage consistent attendance through engaging programming and supportive monitoring.

Outcome Measures:

- Maintain enrollment of 50 students throughout the program year.

- Demonstrate a reduction in student absenteeism compared to baseline data.
- Show measurable improvement in student academic engagement, as reflected in homework completion, tutoring participation, and staff observations.
- Conduct at least four educational and recreational field trips during the summer session.

Performance Assessment Methods:

- Review daily attendance logs and enrollment records.
- Compare baseline and ongoing attendance data
- Track homework completion and participation in tutoring and enrichment activities through staff logs and activity reports.
- Document field trip participation through schedules, sign-in sheets, and activity reports.
- Utilize staff observation notes and periodic check-ins to assess student engagement and behavioral progress.

Objective 2: Strengthen parent engagement through ongoing quarterly workshops.

Activities:

- Conduct quarterly parent workshops on parenting skills, effective communication, and strategies to support children's academic success.
- Administer quarterly parent surveys to inform workshop topics and ensure relevance.
- Provide childcare during workshops to reduce barriers to participation.
- Maintain regular communication with parents or guardians to reinforce the importance of attendance and engagement.

Outcome Measures:

Participation of parents or guardians in at least four workshops during the program
Performance Assessment Method

- Workshop sign-in sheets and attendance records.
- Parent surveys and feedback forms.
- Documentation of family communication efforts.

Objective 3: Promote character development through integrated monthly themes.

Activities:

- Introduce monthly character themes such as empathy, decision-making, conflict resolution, and responsibility. Integrate character themes into academic support, storytelling, group discussions, and enrichment activities.
- Invite guest speakers and facilitate interactive workshops to reinforce positive youth development.
- Recognize students demonstrating positive character traits through awards.

Outcome Measures:

- Each participating student demonstrates growth in at least one character trait per theme, as evidenced by staff observation, participation in discussions, and engagement in activities.
- Each student receives at least one character-based recognition during the program year.

Performance Assessment Method:

- Staff observation logs and meetings.
- Documentation of student recognitions and awards.
- Periodic student self-assessments or reflections to gauge understanding and internalization of character concepts.

Objective 4: Expand youth employment and leadership opportunities for eligible high school students.

Activities:

- Collaborate with the New York State Department of Labor and partner agencies to support youth employment opportunities.
- Provide volunteer and paid summer job placements for eligible high school students.
- Employ eligible high school students who meet program and Department of Labor requirements.

- Offer mentorship and supervision to develop workplace skills and leadership abilities.

Outcome Measures:

- At least five high school students hired through the youth employment component annually.
- At least ten students complete a volunteer or paid placement, gaining meaningful work experience.
- Demonstrated improvement in workplace skills and leadership abilities, based on supervisor evaluations and student reflections.

Performance Assessment Method:

- Track paid and volunteer placements through employment records and partner documentation.
- Monitor attendance, performance, and skill development through timesheets and evaluations.

Use student reflections to assess skills and leadership growth

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

Definitions:

As used in this Appendix EE the term **"Executive Director"** shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term **"Subcontract"** shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term **"Subcontractor"** shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include

a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

As used in this Appendix EE the term **"Best Efforts Checklist"** shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term **"County Contract"** shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term **"County Contractor"** means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE **"Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises"** shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

Rule:

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

A. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

B. At the request of the County contracting agency, the Contractor shall request each

employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

C. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

D. The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

E. The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

F. Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

G. Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

H. At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

I. In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

J. Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

K. A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain

Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

L. The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

i) Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

ii) If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

iii) Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

M. The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:
   Aster Mehreteab (Name)
   50 Clinton Street, Suite 607 Hempstead, NY 11550 (Address)
   516-483-3400 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ (HAS) __X__ (HAS NOT) been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:
   _____
   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ (HAS) __X__ (HAS NOT) been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:
   _____
   _____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

4/29/2026
Dated

Signature of Chief Executive Officer

Aster Mehreteab
Name of Chief Executive Officer

Sworn to before me this
29 day of April, 2026

Roshinee Persaud
Notary Public

ROSHINEE PERSAUD
Notary Public, State of New York
No. 01PE6360455
Qualified in Queens County
Certificate in New York County
Commission Expires June 19, 2029

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Leadership Training Inc.

2. Amount requiring NIFA approval: $390,000.00

Amount to be encumbered: $130,000.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 01/01/2026 to 12/31/2028

Has work or services on this contract commenced? Yes

If yes, please explain: CONTINUATION OF SERVICES

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The Leadership Training Institute's (LTI) Safe Places Youth Development (SPYD) Afterschool Program in Roslyn provides K-8 students with a safe, structured, and engaging environment that supports academic growth, school engagement, and positive youth development. The program offers homework assistance, academic enrichment, recreational and cultural activities, and character development to promote holistic student success. With experienced staff and returning students, the program ensures continuity, consistent support, and measurable outcomes.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 06/30/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Aster Mehreteab [ASTER@LTINY.ORG]

Dated: 06/23/2026 08:29:36 am

Vendor: Leadership Training Inc.

Title: Chief Executive Officer

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 04/25/2025

1) Proposer's Legal Name: Leadership Training Inc.

2) Address of Place of Business: 50 Clinton Street, Suite 607

City: Hempstead State/Province/ Territory: NY Zip/Postal Code: 11550

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: NY Zip/Postal Code:

Country: US

Phone:

Does the business own or rent its facilities? Both If other, please provide details:

4) Dun and Bradstreet number: 060345683

5) Federal I.D. Number: 112239383

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

If conflict of interest arises, LTI will contact the Nassau County authorities.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

11/25/1970

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

LTI is a not-for-profit 501 (c) 3 organization. No one has a financial interest in the organization.

iii) Name, address and position of all officers and directors of the company. If none, explain.

Rosemary Olsen, Esq., Board Chair
50 Clinton Street Suite 607
Hempstead, NY 11550

Rosetta B. Langlois, Board Member
50 Clinton Street Suite 607
Hempstead, NY 11550

Deborah Thomas, Board Member
50 Clinton Street Suite 607
Hempstead, NY 11550

Dominick Arcamone, Board Member
50 Clinton Street Suite 607
Hempstead, NY 11550

Sirousse Tabriztchi, CPA
50 Clinton Street Suite 607
Hempstead, NY 11550

Catalina Castillo, Ed.D.
50 Clinton Street, Suite 607
Hempstead, NY 11550

Aster Mehreteab, Chief Executive Officer
50 Clinton Street Suite 607
Hempstead, NY 11550

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

34

vi) Annual revenue of firm;

2778635

vii) Summary of relevant accomplishments

LTI has been providing educational services for students confined at the Nassau County Juvenile Detention Center. In addition to educational programming, LTI has also offered cognitive behavioral programming and special skills training to help foster a learning environment for youth at the facility. Special activities such as music and art have

been brought in to help youth decipher interests and goals that will help decrease recidivism as they return to community. At the school district level, LTI provides positive youth development strategies increasing and highlighting internal and external assets while, pairing youth with caring positive adult role models. Thus attending to the whole child, and ensuring measurable brighter outcomes.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

58

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Leadership Training Inc. (also know as Leadership Training Institute "LTI") was founded in 1968 as a minority-led community non-profit organization and has been granted tax-exempt status under Internal Revenue Code Section 501 (c) (3). The Organization is dedicated to helping children and families throughout Long Island.

LTI has served children, youth and families continuously for more than 54 years. LTI provides projects and programs designed to enhance the quality of life for individuals, families, communities at risk and to respond effectively to challenges in connection with education, employment, health and human services. Currently, LTI serves over 2500 clients annually.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Nassau County Juvenile Detention Center		
Contact Person	Laqueta Kennedy		
Address	61 Carman Avenue		
City	Westbury	State/Province/Territory	NY
Country	US		
Telephone	(516) 571-9260		
Fax #	(516) 571-9690		
E-Mail Address	lrobbins@nassaucountyny.gov		

Company	NYS DCJS		
Contact Person	Nicole Aldi		
Address	80 South Swan Street		
City	Albany	State/Province/Territory	NY
Country	US		
Telephone	(518) 485-8457		
Fax #	(518) 485-2401		
E-Mail Address	Nicole.Aldi@dcjs.ny.gov		

Company	Inc. Village of Hempstead Community Development Agency		
Contact Person	Commissioner Danielle Oglesby		
Address	50 Clinton Street, Suite 504		
City	Hempstead	State/Province/Territory	NY
Country	US		
Telephone	(516) 485-5737		
Fax #	(516) 485-1667		
E-Mail Address	doglesby@villageofhempsteadcda.org		

I, Aster Mehreteab , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Aster Mehreteab , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Leadership Training Inc.

Electronically signed and certified at the date and time indicated by:
Aster Mehreteab ASTER@LTINY.ORG

Chief Executive Officer
Title

06/23/2026
Date



Leadership Training Institute

CONFLICT-OF-INTEREST STATEMENT

Reason for Statement

Leadership Training Institute, as a nonprofit, tax-exempt organization, depends on charitable contributions from the public. Maintenance of its tax-exempt status is important both for its continued financial stability and for the receipt of contributions and public support. Therefore, the operations of LEADERSHIP TRAINING INSTITUTE first must fulfill all legal requirements. They also depend on the public trust and thus are subject to scrutiny by and accountability to both governmental authorities and members of the public.

Consequently, there exists between LEADERSHIP TRAINING INSTITUTE and its board, officers, and management employees a fiduciary duty that carries with it a broad and unbending duty of loyalty and fidelity. The board, officers, and management employees have the responsibility of administering the affairs of LEADERSHIP TRAINING INSTITUTE honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of LEADERSHIP TRAINING INSTITUTE. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with LEADERSHIP TRAINING INSTITUTE or knowledge gained there from for their personal benefit. The interests of the organization must have the first priority in all decisions and actions.

Persons Concerned

This statement is directed not only to board members and officers, but to all employees who can influence the actions of LEADERSHIP TRAINING INSTITUTE. For example, this includes all who make purchasing decisions, all other persons who might be described as "management personnel," and all who have proprietary information concerning LEADERSHIP TRAINING INSTITUTE.

Key Areas in Which Conflict May Arise

Conflicts of interest may arise in the relations of directors, officers, and management employees with any of the following third parties:

- Persons and firms supplying goods and services to LEADERSHIP TRAINING INSTITUTE

- Persons and firms from whom LEADERSHIP TRAINING INSTITUTE leases property and equipment
- Persons and firms with whom LEADERSHIP TRAINING INSTITUTE is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities, or other property
- Competing or affinity organizations
- Donors and others supporting LEADERSHIP TRAINING INSTITUTE
- Recipients of grants from LEADERSHIP TRAINING INSTITUTE
- Agencies, organizations, and associations that affect the operations of LEADERSHIP TRAINING INSTITUTE
- Family members, friends, and other employees

Nature of Conflicting Interest

A material conflicting interest may be defined as an interest, direct or indirect, with any persons and firms. Such an interest might arise, for example, through

1. Owning stock or holding debt or other proprietary interests in any third party dealing with LEADERSHIP TRAINING INSTITUTE
2. Holding office, serving on the board, participating in management, or being otherwise employed (or formerly employed) by any third party dealing with LEADERSHIP TRAINING INSTITUTE
3. Receiving remuneration for services with respect to individual transactions involving LEADERSHIP TRAINING INSTITUTE
4. Using LEADERSHIP TRAINING INSTITUTE'S time, personnel, equipment, supplies, or good will other than for approved LEADERSHIP TRAINING INSTITUTE activities, programs, and purposes
5. Receiving personal gifts or loans from third parties dealing with LEADERSHIP TRAINING INSTITUTE. Receipt of any gift is disapproved except gifts of nominal value that could not be refused without discourtesy. No personal gift of money should ever be accepted.



Leadership Training Institute

Disclosure Policy and Procedure

Disclosure should be made according to LEADERSHIP TRAINING INSTITUTE standards. Transactions with related parties may be undertaken only if all of the following are observed:

1. A material transaction is fully disclosed in the audited financial statements of the organization;
2. The related party is excluded from the discussion and approval of such transaction;
3. A competitive bid or comparable valuation exists; and
4. The organization's board has acted upon and demonstrated that the transaction is in the best interest of the organization.

Staff disclosures should be made to the chief executive (or if he or she is the one with the conflict, then to the designated committee), who shall determine whether a conflict exists and is material, and if the matters are material, bring them to the attention of the designated committee.

Disclosure involving directors should be made to the designated committee.

The board shall determine whether a conflict exists and is material, and in the presence of an existing material conflict, whether the contemplated transaction may be authorized as just, fair, and reasonable to LEADERSHIP TRAINING INSTITUTE. The decision of the board on these matters will rest in their sole discretion, and their concern must be the welfare of LEADERSHIP TRAINING INSTITUTE and the advancement of its purpose.

I HEREBY CONFIRM that I have read and understand LEADERSHIP TRAINING INSTITUTE's Conflict-of-Interest Policy.

_____ _____

Signature Date

LEADERSHIP TRAINING INSTITUTE
Board of Directors

Board Member Name and Address	Title	Telephone No.
Rosemary Olsen, Esq. 50 Clinton Street Suite 607 Hempstead, NY 11550	Board Chair	(516)483-3400
Rosetta B. Langlois 50 Clinton Street Suite 607 Hempstead, NY 11550	Board Member	(516)483-3400
Deborah Thomas 50 Clinton Street Suite 607 Hempstead, NY 11550	Board Member	(516)483-3400
Dominick J. Arcamone. 50 Clinton Street Suite 607 Hempstead, NY 11550	Board Member	(516)483-3400
Sirousse Tabriztchi, CPA 50 Clinton Street Suite 607 Hempstead, NY 11550	Board Member	(516)483-3400
Catalina Castillo, Ed.D. Clinton Street Suite 607 Hempstead, NY 11550	Board Member	(516)483-3400
Aster Mehreteab 50 Clinton Street Suite 607 Hempstead, NY 11550	Chief Executive Officer	(516)483-3400

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Aster Mehreteab
   Date of birth: 11/22/1964
   Home address: 22 Larkin Street

City:	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country:	US				

Business Address: 50 Clinton Street, Suite 607

City:	Hempstead	State/Province/ Territory:	NY	Zip/Postal Code:	11550
Country	US				
Telephone:	(516) 483-3400				

Other present address(es): 50 Clinton Street, Suite 607

City:	Hempstead	State/Province/ Territory:	NY	Zip/Postal Code:	11550
Country:	US				
Telephone:	5164289027				

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	01/15/2019	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Aster Mehreteab , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Aster Mehreteab , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Leadership Training Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Aster Mehreteab ASTER@LTINY.ORG

Chief Executive Officer

Title

07/30/2026 12:03:34 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Rosemary A Olsen
   Date of birth: 11/15/1962
   Home address: 30 Clemson Lane

   City: Woodbury | State/Province/ Territory: NY | Zip/Postal Code: 11797
   Country: US

   Business Address: 50 Clinton Street, Suite 607

   City: Hempstead | State/Province/ Territory: NY | Zip/Postal Code: 11550
   Country US
   Telephone: 5164833400

   Other present address(es):

   City: | State/Province/ Territory: | Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board	07/26/2024	Shareholder	
Chief Exec. Officer		Secretary	07/25/2024
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
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e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Rosemary A Olsen , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Rosemary A Olsen , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Leadership Training Institute

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Rosemary A Olsen ROOLSEN@AOL.COM

Board Chair

Title

09/08/2026 02:16:31 pm

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Leadership Training Inc.

Address: 50 CLINTON STREET SUITE 607

City: HEMPSTEAD State/Province/Territory: NY Zip/Postal Code: 11550

Country: US

2. Entity's Vendor Identification Number: 11-2239383

3. Type of Business: Other (specify) LTI is a not-for-profit 501 (c) 3 organization

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

LTI does not have shareholder/partners/members

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Aster Mehreteab [ASTER@LTINY.ORG]

Dated: 06/23/2026 08:48:28 am

Title: Chief Executive Officer

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

LEADERSHIP TRAINING INSTITUTE
Board of Directors

Board Member Name and Address	Title	Telephone No.
Rosemary Olsen, Esq. 50 Clinton Street Suite 607 Hempstead, NY 11550	Board Chair	(516)483-3400
Rosetta B. Langlois 50 Clinton Street Suite 607 Hempstead, NY 11550	Board Member	(516)483-3400
Deborah Thomas 50 Clinton Street Suite 607 Hempstead, NY 11550	Board Member	(516)483-3400
Dominick J. Arcamone. 50 Clinton Street Suite 607 Hempstead, NY 11550	Board Member	(516)483-3400
Sirousse Tabriztchi, CPA 50 Clinton Street Suite 607 Hempstead, NY 11550	Board Member	(516)483-3400
Catalina Castillo, Ed.D. Clinton Street Suite 607 Hempstead, NY 11550	Board Member	(516)483-3400
Aster Mehreteab 50 Clinton Street Suite 607 Hempstead, NY 11550	Chief Executive Officer	(516)483-3400

Nassau County Human Services
Universal Budget Form

Face Sheet

Please complete the following information about this contract:

To Be Completed By The Contract Vendor:

Contractor Name: Leadership Training Institute

Program Name: Safe Places After School Program

To Start Working on Your Budget Click Here

The Section Below Will Be Completed By the Human Service Department You Are Contracting With:

Contract # CQHS26000063

Contract Period Start: (MM/DD/YY) 01/01/25

End: (MM/DD/YY) 12/31/25

	Enter Whole # Only
State Reimbursement %	
Federal Reimbursement %	

HS Only: Click Here To See The Fiscal Summary

To Start Working on Your Budget Click Here

Nassau County Human Services
Universal Budget Form

Return to Face Sheet

Contract # CQHS26000063

Contract Name: Leadership Training Institute

Program Name: Safe Places After School Program

Select Line To Work On Here

Budget Summary

	Line #	Expense type	Total $
Work on Salary and Fringe	1a	Salary	$78,399
	1b	Fringe	$18,300
	1 Total	Personnel (Salary plus Fringe)	$96,699
Work on Line 2	2	Consultant(s)	$8,000
Work on Line 3	3	Travel / Per Diem / Transportation	$3,900
Work on Line 4	4	Equipment	$0
Work on Line 5	5	Supplies	$960
Work on Line 6	6	Contractual Services	$0
Work on Line 7	7a	Rent	$14,500
	7b	Utilities	$3,180
Work on Line 8	8	Department Specific Costs	$0
Work on Line 9	9	Other Costs	$2,761
Work on Line 10	10	Administrative Overhead	$0
		Gross Expenditures (Lines 1 – 10)	$130,000
Work on Line 11	11	Revenue, Income, Agency Contribution, Matches	$0
		Net Budget Total (Lines 1 – 10 minus line 11)	$130,000
Agency Contribution		Agency Contribution	$0
		Net Contract Total (Net Budget Total minus Agency Contribution)	$130,000

Return to Face Sheet

Administrative Approval of Universal Budget Form:

Department Head Approval

Fiscal Approval

Program Head Approval

Universal Budget Form
Nassau County Human Services

Line 1 - Personnel

Return to Summary Page

Cost of salaries and/or wages of personnel assigned to the project

-------- Contract Amount Only -------

Staff Title/Name	# of Staff	Explanation/Description of Function/Expense	FTE	Salary $	Fringe $	Total $
Executive Director	1	Provides strategic leadership for the afterschool program, ensuring funding	0.07	$11,035		$11,035
Aster Mehreteab		compliance, fiscal accountability, and alignment with LTI's mission.				$0
		Oversees grants and identifies resources to sustain and enhance				$0
		the program.				$0
						$0
Project Director	1	Oversees daily program operations, provides direct student services,	0.15	$10,433		$10,433
Amrita Seegobind		coordinates schedules and activities, supervises students and staff,				$0
		delivers staff and parent training, and manages reporting,				$0
		documentation and parent or guardian communication.				$0
Group Leaders	3	Responsible for delivering daily academic and enrichment activities,	2.15	$43,900		$43,900
Joseph Bellabe		design and implementation of daily academic and enrichment activities,				$0
Shayda Khanmoham		supporting homework, tracking student progress, and maintaining a				$0
TBD		safe, positive learning environment. Staffing includes two positions at 1.0				$0
		FTE and one at 0.15 FTE.				$0
Program Aides		Assists group leaders, supervises students, and supports academic	2.00	$7,330		$7,330
Melissa Paxton & Khadijah		and enrichment activities to promote student growth.				$0
Bookkeepers:		Responsible for maintaining financial	0.09	$5,702		$5,702
Ahmad Sarwary &		records, tracking expenditures, preparing claim vouchers, managing				$0
Ramzi Azizov		budgets, and preparing financial reports. Staffing includes two				$0
		positions at 0.1 FTE and 0.08 FTE.				$0
Fringe Benefits		Calculated at 23% of total salaries, based on standard rates for full-time and part-			$18,300	$18,300
Line 1 Total		n/a	n/a	$78,399	$18,300	$96,699

Notes:

1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the project.
2. For each position, provide the: job title; name, if known; time commitment to the project as a full-time equivalent; annual salary; and/or hourly wage rate. If salary other than 100% of FTE note salary amount in description
3. All Direct Personnel Costs or Allocations are to be included in this section, not in Other.
4. Hourly Workers: Note hourly wage and number of hours worked in comments. Salary = Wage x Hours.
5. Fringe may be allocated or reported as a lump sum. Check with the department.
6. For FTE: Enter in the whole number if FTE represents the number of people (e.g., 3.5 staff). Enter a decimal if FTE represents a percentage of a person's salary and fringe (e.g., .5 for 50% of salary and fringe).

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 2 - Consultants ***Return to Summary Page***

Costs of professional consultant services provided by persons who are members of a particular profession or possess a special skill, and who are not employees of the contractor. Excludes Line 2 Personnel Costs and Line 9 Other Costs

Expense type: Consultant(s)	#	Explanation - Description of Expense	FTE	Total $
Special Activities		Supports enrichment activities such as arts,		$8,000
JumpBunch		music, physical activities, storytelling, and		
Dynamic Martial Arts Academy		games to enhance student engagement and learning, and costs for field trips and program		
Laser Bounce		outings, including admission fees to amusement parks, the zoo, and similar activities.		
Adventureland				
Splish Splash				
Line 2 Total		n/a		$8,000

Note(s): ***Return to Summary Page***

1. For each position, provide the: job title; name, if known; time commitment to the project as a percentage of a full-time equivalent; annual salary; and/or hourly wage rate. For hourly wage rate position provide annual hours to
2. Consultants must either provide a direct client service (e.g., case manager) or support a direct client service (e.g., file clerk).
3. For FTE: Enter in the whole number if FTE represents the number of people (e.g., 3.5 staff). Enter a decimal if FTE represents a percentage of a person's salary and fringe (e.g., .5 for 50% of salary and fringe).

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Universal Budget Form
Nassau County Human Services

Return to Summary Page

Line 3 - Travel / Per diem / Transportation

Expense type: Travel / Per Diem	**Explanation - Description of Expense**	**Total $**
Travel	Transportation services for students to and	$3,900
	from field trips, including museums, the zoo, bowling, amusement and water parks,	
	local pools, and other off-site activities.	
Line 3 Total	n/a	$3,900

Note(s): *Return to Summary Page*

1. Costs of transportation, mileage allowance, lodging, subsistence, and related items incurred by contractor staff on project-related travel, and client transportation. This expense type does not include consultant travel costs.
2. Aggregate separately for staff and client expenses.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 4 - Equipment *Return to Summary Page*

Costs of all nonexpendable, tangible personal property.

Expense type: Equipment Rental	**Explanation - Description of Expense**	**Total $**

Note(s): *Return to Summary Page*

1. Rental costs of all nonexpendable, tangible personal property. Includes rental costs of furniture and office equipment such as printers, copy machines, computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total rental cost.

Expense type: Equipment Purchase	**Explanation - Description of Expense**	**Total $**

Note(s): *Return to Summary Page*

1. Purchase costs of all nonexpendable, tangible personal property. Includes purchase costs of furniture and office equipment such as printers, copy machines, desktop computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total purchase cost.
2. Some smaller equipment purchases may be recorded as supplies (e.g., fax machines, etc). Check with the Department.

Line 4 Total	n/a	$0

Note(s): *Return to Summary Page*

1. Total the cost of equipment purchases and rentals.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 5 - Supplies *Return to Summary Page*

Cost of supplies

Expense type: Supplies	**Explanation - Description of Expense**	**Total $**
Consumable Supplies	Costs for supplies and materials to support educational	$960
	and enrichment program activities.	
Line 5 Total	n/a	$960

Return to Summary Page

Note(s):

1. Costs of all tangible personal property other than that included under the Equipment expense type. Includes supplies and materials used on a regular, daily basis to directly support the delivery of the project. Specify general categories of supplies and their costs. Show computations and provide other information that supports the amount requested.
2. Supplies can include some types of small equipment (e.g., fax machine). Please consult with the department regarding equipment that can be recorded as a supply.

Universal Budget Form
Nassau County Human Services

Line 6 - Contractual Services ***Return to Summary Page***

Costs of indirect services acquired by the contractor under a separate contract or subcontract.

Expense type: Contractual Services	Explanation - Description of Expense	Total $
Line 6 Total	n/a	$0

Return to Summary Page

Note(s):

1. Costs of indirect services acquired by the contractor under a separate contract or subcontract.
2. Costs of all contracts for indirect services and goods except for those that belong under other expense types such as equipment, supplies, etc. Provide computations, a narrative description and a justification for each contract under this expens
3. Indirect services include contract consultants providing services such as computer support, payroll, accounts, legal, etc.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 7 a - Rent ***Return to Summary Page***

Cost related to rent and utilities associated with provide direct client services.

Expense type: Misc./Other Costs	**Explanation - Description of Expense**	**Total $**
Space Rental	Rental expenses for the program and administrative facilities.	$14,500
Line 7 Total	n/a	$14,500

Return to Summary Page

Note(s):

1. Costs of all rent and utility expenses used to directly support the delivery of the project. Specify physical address in the description.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 7 b- Utilities ***Return to Summary Page***

Cost related to rent and utilities associated with provide direct client services.

Expense type: Misc./Other Costs	**Explanation - Description of Expense**	**Total $**
Utilities & Telephone	Telephone and Communication Services covers internet and phone line services that support program staff in daily operations and communication.	$3,180
Line 7 Total	n/a	$3,180

Return to Summary Page

Note(s):

1. Costs of all rent and utility expenses used to directly support the delivery of the project. Specify physical address in the description.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 8 - Department Specific Costs

Please itemize all expenses ***Return to Summary Page***

Expense type: Dept. Specific Costs	Explanation - Description of Expense	Total $
Line 8 Total	n/a	$0

Return to Summary Page

Note(s):

1. List any department specific cost or expense that cannot be listed on any other budget line. Provide computations (where appropriate), a narrative description and a justification for each cost under this expense type.

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Universal Budget Form
Nassau County Human Services

Line 9 - Misc./Other Costs ***Return to Summary Page***

Please itemize all expenses

Expense type: Misc./Other Costs	**Explanation - Description of Expense**	**Total $**
Purchase of services	This line item covers services and technology that support program operations, including payroll processing, staff	$1,900
	recruitment, software subscriptions, and other essential services.	
Equipment Rental	Covers lease costs for office equipment supporting program operations.	$300
Insurance	Covers the agency's portion of general and professional liability insurance shared across programs.	$561
Line 9 Total	n/a	$2,761

Return to Summary Page

Note(s):

1. Such costs may include but are not limited to: printing and publication, training, conferences and other costs. Provide computations, a narrative description and a justification for each cost under this expense type.

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Universal Budget Form
Nassau County Human Services

Line 10 - Administrative Overhead ***Return to Summary Page***

Administrative Overhead costs

-------- Contract Amount Only -------

Expense type: Administrative Overhead	Explanation - Description of Expense	Salary $	Fringe $	Total $
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
Line 10 Total	n/a	$0	$0	$0

Return to Summary Page

Note(s):

1. Includes total administrative and overhead costs indirectly associated with the project but attributable to the overall operation of the contractor such as: costs for the overall direction of the contractor's organization; central executive functions that do not directly support the specific project; costs for general record keeping, budgeting, fiscal management, accounting, personnel and procurement; etc. Provide total administrative / overhead costs as a percentage of total Personnel and Fringe costs.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 11 - Revenue

Please itemize all revenue, income, agency contribution, and matches, if any, expected to be generated from this project.

Return to Summary Page

Revenue type: Income/Matches	**Explanation - Description of Revenue**	**Total $**
TBD	This line accounts for both the portion of the budget impacted by recent cut and the anticipated program expenses required	$0
	to operate the program in 2026. Funding sources for these expenses have not yet identified yet.	
Line 11 Total	n/a	$0

Return to Summary Page

Note(s):

1. Describe the nature, source and anticipated use of project revenue, income, agency contribution, and matches, if any. Provide computations, a narrative description and a justification for each category.

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Nassau County Human Services
Universal Budget Form

Fiscal Summary

Return to Face Sheet

Contract # CQHS26000063
Contract Period Start: 01/01/25
End: 12/31/25
Contractor Name: Leadership Training Institute
Program Name: Safe Places After School Program

Expense type	Total $
Personnel (Salary plus Fringe)	$96,699
OTPS	$30,121
Administrative Overhead	$0
Gross Expenditures (Lines 1 – 10)	$126,820
Revenue, Income, Agency Contribution, Matches	$0
Net Budget Total (Lines 1 – 10 minus line 11)	$130,000
Agency Contribution	$0
Net Contract Total (Net Budget Total minus Agency Contribution)	$130,000

Return to Face Sheet

Source	Total $	Percentage
State	$-	0
Federal	$-	0
Sub Total – State/Fed	$0	0
Local	$-	100
Total	$0	100

Return to Face Sheet

BRUCE A. BLAKEMAN
COUNTY EXECUTIVE

JILL D. NEVIN
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES

60 Charles Lindbergh Boulevard Uniondale, New York 11553-3687
Phone: (516) 227-8930 Fax: (516) 227-8971

TO: Robert Cleary, Chief Procurement and Compliance Officer, Nassau County

FROM: Seema Zaki, Accounting System Specialist, Department of Human Services

DATE: June 8, 2026

SUBJECT: Delay Memo for Leadership Training -CQHS26000063

The 2026 Contract was sent to the Agency on 04/29/26 after approval of the RFP by the County. Executed contract by the Agency was received on 06/03/26

Contract period is from 01/01/26-12/31/26.

The 2026 package was uploaded to ECRS when the required documents were compiled.

If you have any questions, please reach out to me at (516) 227- 7003.

Thank you,

Seema Zaki

LEADE-1 OP ID: KN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/27/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RAL Services, Inc. 240 Plandome Road Manhasset, NY 11030 Steven Tokofsky 516-365-8421	CONTACT NAME: Karla Negrete PHONE (A/C, No, Ext): 516-365-8421 FAX (A/C, No): 516-365-8690 E-MAIL ADDRESS: knegrete@ralservices.com
INSURED Leadership Training Inc 50 Clinton St St 607 Hempstead, NY 11550	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Mount Vernon Fire (BH) — 26522 INSURER B : State Insurance Fund NY INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	X CLAIMS-MADE ☐ OCCUR	Y		NPP2573203E	12/31/2025	12/31/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	☐ POLICY ☐ PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ INCLUDED
	☐ OTHER:						Emp Ben.	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO			NPP2573203E	12/31/2025	12/31/2026	BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
D	E&O			NPP2573203E	12/31/2025	12/31/2026	E&O	$1mil/$3mil
D	D&O/EPLI			NPP2573203E	12/31/2025	12/31/2026	D&O/EPLI	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Nassau County is included as Additional Insured for use of all facilities , including but not limited to use of the pool, as per written contract, all coverage is subject to policy term , conditions and exclusions.

Blanket Additional Insured Endorsement Form # L-744NPPNY (03/13) applies.

CERTIFICATE HOLDER

COUNTYO

County of Nassau
1550 Franklin Avenue
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
LEADERSHIP TRAINING INSTITUTE
50 CLINTON STREET SUITE 607
HEMPSTEAD, NY 11550

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
516-483-3400

1c. Federal Employer Identification Number of Insured or Social Security Number
112239383

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

Nassau County Department of Probation
400 County Seat Drive
Mineola, NY 11501

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL50426

3c. Policy effective period
08/01/2024 to 07/31/2026

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 7/11/2025 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Leston Welsh,Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12-21)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/ or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
LEADERSHIP TRAINING INSTITUTE
50 CLINTON STREET SUITE 607
HEMPSTEAD, NY 11550

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
516-483-3400

1c. Federal Employer Identification Number of Insured or Social Security Number
112239383

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Nassau County
Office of Youth Services
Department of Human Services
60 Charles Lindberg Boulevard
Uniondale , NY 11553

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL50426

3c. Policy effective period
08/01/2025 to 07/31/2027

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 7/30/2026 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Wade Harrison, President

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

Insured Detail

1a. Legal Name and address of Insured (Use street address only) Leadership Training Institute 50 Clinton St Ste 607 Hempstead, NY 11550 Work Location of Insured *(Only required if coverage is specifically limited to certain location in New York State, i.e. a Wrap-Up Policy)*	**1b. Business Telephone Number of Insured** 516-516-4833 **1c. NYS Unemployment Insurance Employer Registration Number of Insured** **1d. Federal Employer Identification Number of Insured or Social Security Number** 112239383
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Nassau 1550 Franklin Avenue Mineola, NY 11501	**3a.Name of Insurance Carrier** Technology Insurance Company, Inc. **3b. Policy Number of entity listed in box "1a":** TWC4711648 **3c. Policy effective period:** 1/1/2026 to 1/1/2027 **3d. The Proprietor, Partners or Executive Officers are:** ☐ **included** (Only check box if all partners/officers included) ☑ **all excluded or certain partners/officers excluded**

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved By: Matt Zender
(Print name of authorized representative or licensed agent of insurance carrier)

Approved By: _____ 2/27/2026
(Signature) (Date)

Title: Senior Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 877-528-7878

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form . Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17) www.wcb.ny.gov

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

C-105.2 (9-17) REVERSE