



E-39-18

**NIFS ID:CFPW17000023 Department: Public Works****Capital: X**

SERVICE: On-Call Construction Management-Bldgs-B95102-02C-J

Contract ID #:CFPW17000023 NIFS Entry Date: 21-NOV-17 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>Elite Construction / KSE Engineers JV</b>	Vendor ID#: <b>61-1846933</b>
Address: 1225 Franklin Ave., Suite 325 Garden City, N.Y. 11530	Contact Person: Michael Reed
	Phone: 516-512-8983

<b>Department:</b>
Contact Name: Joseph Amerigo
Address: 1194 Prospect Ave. Westbury, NY 11590
Phone: 516-571-6804

RECEIVED  
 NASSAU COUNTY  
 OFFICE OF THE  
 COUNTY CLERK  
 2017 NOV 27 P 3:42

**Routing Slip**

Department	NIFS Entry: X	22-NOV-17 -- LDIONISIO
Department	NIFS Approval: X	22-NOV-17 -- KARNOLD
DPW	Capital Fund Approved: X	22-NOV-17 -- KARNOLD
OMB	NIFA Approval: X	18-DEC-17 -- RDALLEVA
OMB	NIFS Approval: X	14-DEC-17 -- MVOCATURA
County Atty.	Insurance Verification: X	22-NOV-17 -- AAMATO
County Atty.	Approval to Form: X	22-NOV-17 -- NSARANDIS

Dep. CE	Approval: X	26-MAR-18 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	05-FEB-18 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> "On-Call" Construction Management Services
<b>Method of Procurement:</b> Procurement through an RFP process in accordance with DPW procedures for retaining Construction Management Services.
<b>Procurement History:</b> The Contract was entered into after a written request for proposals was issued on January 17, 2017. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and Nassau County eprocurement website, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on February 7, 2017[date]. 17 proposals were received and 15 of the firms were eligible for review and evaluated. The evaluation committee consisted of: Richard P. Millet, Chief Deputy Commissioner, Rakhil Maitra, P.E. Deputy Commissioner, Robert LaBaw, Architect III, John O'Dougherty, Building Inspector III and Joseph Amerigo, Civil Engineer II. The proposals were scored and ranked. As a result of the scoring and ranking, the 10 highest-ranking proposers were selected.
<b>Description of General Provisions:</b> Standard Nassau County Agreement format utilized.
<b>Impact on Funding / Price Analysis:</b> Project funding will be from appropriate Capital Project.
<b>Change in Contract from Prior Procurement:</b> Not Applicable
<b>Recommendation:</b> (approve as submitted) Approve as submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP					
Control:	90	Revenue		01	PWCAPCAP/90400-000/00003	\$ 0.01
Resp:	400	Contract:				\$ 0.00
Object:	00003	County	\$ 0.00			\$ 0.00
Transaction:	CF	Federal	\$ 0.00			\$ 0.00
Project #:	90400	State	\$ 0.00			\$ 0.00
Detail:	000	Capital	\$ 0.01			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 0.01</b>		<b>TOTAL</b>	<b>\$ 0.01</b>

RENEWAL	
% Increase	
% Decrease	

# NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** Elite Construction / KSE Engineers JV

2. **Dollar amount requiring NIFA approval:** \$1000000

**Amount to be encumbered:** \$.01

This is a New

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

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

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

3. **Contract Term: execution to 2 years**

Has work or services on this contract commenced? N \_\_\_\_\_

If yes, please explain:

4. **Funding Source:**

General Fund (GEN)

Grant Fund (GRT)

X Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 0

Is the cash available for the full amount of the contract?

N

If not, will it require a future borrowing?

Y

Has the County Legislature approved the borrowing?

N

Has NIFA approved the borrowing for this contract?

N

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

"On-Call" Construction Management Services

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

Nassau County Attorney as to form

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

## AUTHORIZATION

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

RDALLEVA

18-DEC-17

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

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

**Authenticated User**

**Date**

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

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

**NIFA reserves the right to request additional information as needed.**

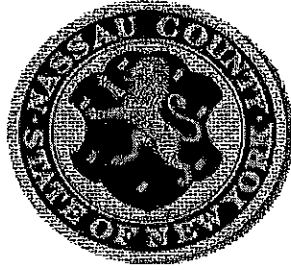
RULES RESOLUTION NO.    – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND ELITE CONSTRUCTION OF NEW YORK AND KSE ENGINEERS, P.C., A JOINT VENTURE

WHEREAS, the County has negotiated a personal services agreement with Elite Construction of New York and KSE Engineers, P.C., a Joint Venture to provide “On-Call” Construction Management Services: Building Construction Group, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute said agreement with Elite Construction of New York and KSE Engineers, P.C., a Joint Venture.

George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: Elite Construction/ KSE Engineers JV

CONTRACTOR ADDRESS: 1225 Franklin Ave., Suite 325, Garden City, NY 11530

FEDERAL TAX ID #: 611846933

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**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. X The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on January 17, 2017. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and Nassau County eprocurement website, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on February 7, 2017[date]. 17 proposals were received and 15 of the firms were eligible for review and evaluated. The evaluation committee consisted of: Richard P. Millet, Chief Deputy Commissioner, Rakhal Maitra, P.E. Deputy Commissioner, Robert LaBaw, Architect III, John O'Dougherty, Building Inspector III and Joseph Amerigo, Civil Engineer II. The proposals were scored and ranked. As a result of the scoring and ranking, the 10 highest-ranking proposers were selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_  
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☒ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☐ Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

11/11/17  
Date

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Friends of Kevan Abrahams

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Elite Construction Company of NY, LLC

Dated: 1/25/18

Signed:

Print Name: Michael E. Reed, CCM

Title: Chief Executive Officer/ Managing Member



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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No

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: KS Engineers, P.C.

Dated: January 19, 2018

Signed: [Signature]

Print Name: Kamal Shahid, PE

Title: President, KS Engineers, P.C.

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Michael E. Reed, CCM  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 1225 Franklin Avenue Suite 325  
City/state/zip Garden City, New York 11530  
Telephone 516-512-8983  
Other present address(es) N/A  
City/state/zip N/A  
Telephone N/A  
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)  
President    /   /    Treasurer    /   /     
Chairman of Board    /   /    Shareholder    /   /     
Chief Exec. Officer 02/25/2011 Secretary    /   /     
Chief Financial Officer    /   /    Partner 02/25/2011  
Vice President    /   /       /   /     
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO     If Yes, provide details. Managing Member - LLC
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES X NO     If Yes, provide details. Loan to Business
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO    ;  
If Yes, provide details. Elite Construction Contracting, LLC - Managing Member

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES X NO \_\_\_\_ If Yes, provide details for each such instance. Setauket FD; With financial concerns caused by project length, the district elected to retain the architect to perform as owner rep. Elite pushed the project in spite of
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, external obstacle including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.

**CERTIFICATION**

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

I, Michael E. Reed, CCM, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 26 day of January 2018

Denise M. Seaman  
Notary Public

DENISE M. SEAMAN  
Notary Public State of New York  
No 01SE6107859  
Qualified in Nassau County  
Commission Expires April 12, 2020

Elite Construction Company of NY, LLC  
Name of submitting business

Michael E. Reed, CCM  
Print name

Michael E. Reed, CCM  
Signature

CEO / Managing Member  
Title

01 / 26 / 2018  
Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Eze O. Small, CFM  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 1225 Franklin Avenue Suite 325  
City/state/zip Garden City, New York 11530  
Telephone 516-512-8983  
Other present address(es) N/A  
City/state/zip N/A  
Telephone N/A  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President 02 / 25 / 2011 Treasurer \_\_\_\_\_  
Chairman of Board \_\_\_\_\_ Shareholder \_\_\_\_\_  
Chief Exec. Officer \_\_\_\_\_ Secretary \_\_\_\_\_  
Chief Financial Officer \_\_\_\_\_ Partner 02 / 25 / 2011  
Vice President \_\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO \_\_\_\_\_ If Yes, provide details. Member - LLC (49% Ownership)
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_\_ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO \_\_\_\_\_; If Yes, provide details. Elite Construction Contracting, LLC - Member

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES X NO \_\_\_\_ If Yes, provide details for each such instance. Setauket FD; With financial concerns caused by project length, the district elected to retain the architect to perform as owner rep. Elite pushed the project in spite of
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, external obstacles, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.



- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

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

I, Eze O. Small, CFM, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 27<sup>th</sup> day of January 2018

Sectellar Haynes  
Notary Public

SECTELLAR HAYNES  
Notary Public, State of New York  
No.01HA6130425  
Qualified in Nassau County  
Commission Expires July 18, 2021

Elite Construction Company of NY, LLC  
Name of submitting business

Eze O. Small, CFM  
Print name

[Signature]  
Signature

President / Member  
Title

01 / 29 / 2018  
Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Kamal Shahid, PE  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address KS Engineers, P.C., 494 Broad Street, 4th Floor  
City/state/zip Newark, NJ 07102  
Telephone 973.623.2999  
Other present address(es) 65 Broadway, Suite 1002  
City/state/zip New York, NY 10006  
Telephone 212.616.2657  
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)  
President 07 / 30 / 1997 Treasurer 12 / 06 / 1994  
Chairman of Board      /      /      Shareholder 12 / 06 / 1994  
Chief Exec. Officer 07 / 30 / 1997 Secretary 12 / 06 / 1994  
Chief Financial Officer 07 / 30 / 1997 Partner      /      /       
Vice President 12 / 06 / 1994      /      /       
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO      If Yes, provide details. Managing Member - LLC
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES      NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO     ;  
If Yes, provide details. (See attached)

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.



Engineers . Surveyors . Construction Managers

**KS Engineers, P.C.** 65 Broadway, Suite 1002, New York, NY 10006 . Tel:212.616.2657 Fax:212.616.3060 .www.kseng.com

## Principal Questionnaire Form

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? Yes.
  - Hazen and Sawyer – KS Engineers – Joint Venture
  - Urban Engineers of NY, D.P.C. – KS Engineers, P.C. Joint Venture
  - AKRF/KSE Joint Venture
  - KSE-WSP JV
  - KSE-D&B JV
  - D&B / KSE JV
  - KSE/BTI – JV
  
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? Yes.
  - Hazen and Sawyer – KS Engineers – Joint Venture
  - Urban Engineers of NY, D.P.C. – KS Engineers, P.C. Joint Venture
  - AKRF/KSE Joint Venture
  - KSE-WSP JV
  - KSE-D&B JV
  - D&B / KSE JV
  - KSE/BTI – JV

**CERTIFICATION**

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

I, Kamal Shahid, PE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 19 day of January 2018

  
\_\_\_\_\_  
Notary Public


RAMON G. PORTILLO  
NOTARY PUBLIC OF NEW JERSEY  
I.D. # 50022321  
My Commission Expires 8/31/2020



KS Engineers, P.C.  
Name of submitting business

Kamal Shahid, PE

Print name

  
\_\_\_\_\_  
Signature

President

Title

01 / 19 / 2018  
Date

### Business History Form

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

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

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

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

Date: 01/26/2018

1) Proposer's Legal Name: Elite Construction Company of NY, LLC

2) Address of Place of Business: 1225 Franklin Avenue Suite 325 Garden City, NY 11530

List all other business addresses used within last five years:

N/A

3) Mailing Address (if different): Same as above

Phone : 516-512-8983

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 078755072

5) Federal I.D. Number: 27-5298729

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☒ Other (Describe) LLC

7) Does this business share office space, staff, or equipment expenses with any other business?  
Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_



- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No \_\_\_\_ If Yes, provide details. Elite Construction Contracting, LLC - Common Ownership
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes X No \_\_\_\_ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). Setauket FD; With financial concerns caused by project length, the district elected to retain the architect to perform as owner rep. Elite pushed the project in spite of external obstacles which caused lack of clear direction.
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes \_\_\_\_ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes \_\_\_\_ No X If Yes, provide details for each such investigation. \_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes \_\_\_\_ No X If Yes, provide details for each such investigation. \_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes \_\_\_\_ No X If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? Yes \_\_\_\_ No X If Yes, provide details for each such charge. \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes \_\_\_\_ No X

If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
Yes \_\_\_\_ No X If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_\_ No X If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_\_ No X; If Yes, provide details for each such instance. \_\_\_\_\_

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

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.  
Elite Construction reviews all current contractual obligations before committing to new work to assure no conflict of interest will be incurred as a result of accepting new work.

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

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm; See attached.
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

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

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

Company Roosevelt UFSD

Contact Person Mr. Greg Hamilton

Address 1 Wagner Avenue

City/State Roosevelt, NY 11575

Telephone 516-581-8731

Fax # N/A

E-Mail Address greg.hamilton19@gmail.com

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Company Battery Park City Authority

Contact Person Mr. Ken Windman

Address 200 Liberty Street, 24th Floor

City/State New York, New York 10281

Telephone 212-417-4330

Fax # N/A

E-Mail Address kenneth.windman@bpca.ny.gov

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Company North Bellmore Public Library

Contact Person Mr. Tom Bazzicalupo

Address 1551 Newbridge Road

City/State North Bellmore, New York 11710

Telephone 631-741-2951


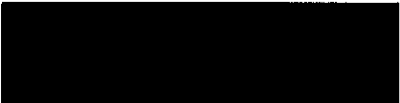
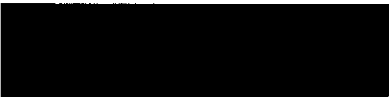
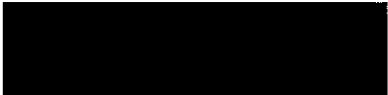
Fax # N/A

E-Mail Address tbazzicalupo@northbellmorelibrary.org

**Business History Form**

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

Should the proposer be other than an individual, the Proposal must include:

- i. **Date of formation;**  
February 25, 2011
- ii. **Name, addresses, and position of all persons having financial interest in the company, including shareholders, members, general or limited partner;**  
Michael E. Reed, CCM, Managing Member (51% - Shareholder)  
  
Eze O. Small, CFM, Member (49% - Shareholder)  

- iii. **Name, address and position of all officers and directors of the company;**  
Michael E. Reed, CCM, Chief Executive Officer  
  
Eze O. Small, CFM, President  

- iv. **State of incorporation (if applicable);**  
New York
- v. **The number of employees in the firm;**  
8 employees
- vi. **Annual revenue of firm;**  
\$469,441.60 (average annual revenue for last 5 years)

**vii. Summary of relevant accomplishments**

Elite Construction Company of NY is a certified veteran- and minority-owned construction firm based in Garden City, New York. Elite is a member of the Construction Management Association of America and serves clients throughout the Northeast. The firm's founding partners, Michael Reed, CCM, and Eze O. Small, CFM, have been working together on some of the region's most complex projects for the past 10 years.

Combined, they offer clients over 40 years of experience at some of the world's largest building firms. Both partners hold master's degrees in engineering and management. Michael Reed, CCM served as a U.S. Air Force officer upon receiving his commission from the United States Air Force Academy. Elite serves diverse market sectors, including commercial, educational, and governmental.

Whether providing preconstruction, general contracting, construction management, client advisory, owner's representation or value engineering services, the company delivers custom solutions tailored to the project at hand, the client, and the end user.

Moreover, Elite's managing partners offer a personal commitment to each project that goes beyond a business relationship. The values upon which Elite is built include community service and leadership, corporate and personal responsibility, and respectful and collaborative business conduct. Through these principles, Elite's personnel provide clients with technical expertise, transparent communication, and a team spirit, which result in the delivery of the highest quality results.

**Relevant Experience:**

Elite Construction has also provided services to a number of diverse public and private sector clients. Some of the Firm's municipal clients are New York State and Federal agencies, City municipal authorities and Long Island municipalities. Many of the clients, such as Battery Park City Authority (BPCA), New York University, Shelter Rock Public Library, Roosevelt Fire District, Farmingdale Public Library have retained Elite Construction for additional projects due to customer satisfaction. Some of Elite's experience includes:

- Battery Park City Authority Term Contract for On-Call CM Services
- NYS Parks Term Contract for CM Services for the Long Island State Park Region
- NYCDDC Requirements Contract for CM Services, Citywide
- Queens Borough Public Library System Term Contract Owner's Representative
- Nassau Community College Term Contract for On-Call CM Services
- New York University Construction Manager



**COMMITTED TO EXCELLENCE**

- Battery Park City Authority - \$3.5 million
- Roosevelt UFSD - \$66.9 million
- Hempstead UFSD - \$18.1 million
- Roosevelt Public Library - \$12.3 million
- North Bellmore Library - \$8.9 million
- Malverne UFSD - \$4.1 million
- NYC Parks – Olmstead Center Renovation
- Glen Cove Public Library Construction Manager
- Farmingdale Public Library Construction Manager
- Shelter Rock Public Library Construction Manager
- Roosevelt Fire District Construction Manager

**Awards and Achievements:**

**2017 - NYS Minority and Women Business Enterprise Forum – Panelist / Speaker**

**2017 - Competitive Edge Conference – MWBE Firm of the Year Award**

**2015 - Operation Get Ahead, Inc – Minister Gerard Burnett, Sr. Memorial Award**

**2014 - Village of Hempstead – Distinguished Business Award**

**2012 – Legislative Minority Leader Kevan Abrahams – First & Ten Celebration – Business Honoree**

- viii. Copies of all state and local licenses and permits.  
See attached, NYSDOS, NYSMBE, CVE VOSB, NYSDOTDBE

B. Indicate number of years in business.  
**Business since 2011 – 6 years**

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.  
**Please see attached award letter from Competitive Edge Committee, Firm Profile, and Letters of Recommendations from Clients**

# NYS Department of State

## Division of Corporations

### Entity Information

The information contained in this database is current through June 30, 2017.

**Selected Entity Name:** ELITE CONSTRUCTION COMPANY OF NY, LLC

**Selected Entity Status Information**

**Current Entity Name:** ELITE CONSTRUCTION COMPANY OF NY, LLC

**DOS ID #:** 4060082

**Initial DOS Filing Date:** FEBRUARY 25, 2011

**County:** NASSAU

**Jurisdiction:** NEW YORK

**Entity Type:** DOMESTIC LIMITED LIABILITY COMPANY

**Current Entity Status:** ACTIVE

**Selected Entity Address Information**

**DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)**

ELITE CONSTRUCTION COMPANY OF NY, LLC

1225 FRANKLIN AVENUE STE 325

GARDEN CITY, NEW YORK, 11530

**Registered Agent**

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this



information is not recorded and only available by  
viewing the certificate.

**\*Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

\*Stock information is applicable to domestic business corporations.

**Name History**

Filing Date	Name Type	Entity Name
FEB 25, 2011	Actual	ELITE CONSTRUCTION COMPANY OF NY, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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# Empire State Development

November 30, 2012

File ID: 56825

Mr. Michael Reed  
Elite Construction Company Of NY, LLC DBA Elite Construction Company Of NY  
1225 Franklin Avenue  
Suite 325  
Garden City, NY 11530

Dear Mr. Michael Reed:

The New York State Department of Economic Development, Division of Minority and Women's Business Development (DMWBD) has completed its review of your application for State Certification as a Minority Business Enterprise (MBE) and has determined that your firm meets eligibility requirements for certification, pursuant to Executive Law, Article 15-A.

On behalf of the DMWBD, we are pleased to inform you that the firm of Elite Construction Company Of NY, LLC DBA Elite Construction Company Of NY has been granted status as a **Minority Business Enterprise (MBE)**. In our effort to help you have the broadest possible reach, your business will be listed in the State's Directory of Certified Businesses with the codes listed on the following page

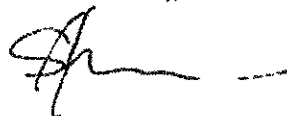
Certification status is not intended to imply that the State of New York guarantees your company's capability to perform on State contracts, nor does it imply that your company is guaranteed any State business.

**Be advised that your certification expires 3 years from the date of this letter or unless you are contacted by this Office for recertification.**

Please remember that any changes in your company that affect ownership, managerial and/or operational control, must be reported to this Office within thirty (30) days of such changes; including changes to company name, business address, telephone numbers, principal products/services, and bonding capacity. At such time as it is necessary for your company to be recertified, you will be notified by this office.

If your certification is questioned by any public or private entity, please direct the inquiry to this Office for clarification. Thank you for your cooperation. On behalf of the State of New York, I wish you luck in your business endeavors, particularly those involving State agencies.

Yours sincerely,



Scott Munson  
Director of Certification

# Empire State Development

New York State Department of Economic Development  
633 Third Avenue New York New York 10017 Tel 212 803 2414  
Web Site: [www.esd.ny.gov/MWBE/html](http://www.esd.ny.gov/MWBE/html)

November 30, 2012

File ID: 56825

Mr. Michael Reed  
Elite Construction Company Of NY, LLC DBA Elite Construction Company Of NY  
1225 Franklin Avenue  
Suite 325  
Garden City, NY 11530

---

Elite Construction Company Of NY, LLC DBA Elite Construction Company Of NY will be listed in the State's Directory of Certified Businesses with the following list of codes for products and services:

ESD-C-0222: DRYWALL CONTRACTORS  
ESD-C-0466: PAINTING (EXTERIOR) CONTRACTORS  
ESD-C-0709: UTILITY CONTRACTORS  
ESD-I-0618: ELECTRIC CONTRACTORS  
NAICS-236220: CONSTRUCTION MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING

## Michael Reed

---

**From:** Brunson, Gwendolyn (ESD) <Gwendolyn.Brunson@esd.ny.gov>  
**Sent:** Tuesday, February 16, 2016 12:03 PM  
**To:** mreed@eliteccny.com  
**Subject:** Elite Construction Company Of NY, LLC, DBA Elite Construction Company Of NY  
**Importance:** High

To Whom It May Concern;

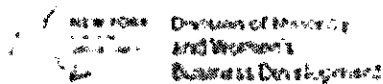
Please note that **Elite Construction Company of NY, LLC**, current Certification is still an active MBE, and **will remain active in our system until the final decision** is made regarding their Recertification. **Elite Construction Company of NY, LLC**, may continue to do business as usual. To check their active status please go to our website at <https://ny.newnycontracts.com>; on the right-hand side, click the **MWBE Directory** and input the name of their business. The firm's status will appear at the **bottom of the page**. If you do not see the business name at the bottom of the page, this means it is **no longer active**. Please feel free to contact the **MWBE Help Desk at 212-803-2414**, if you should need further assistance. Thank you.

Best regards,

Gwen

Gwen Brunson  
Hearing Coordinator/Administrative Assistant  
The Division of Minority and Women's Business Development

Empire State Development  
633 Third Avenue, 33<sup>rd</sup> Floor, New York, NY 10017  
Phone (212) 803-2414  
Email: [gwendolyn.brunson@esd.ny.gov](mailto:gwendolyn.brunson@esd.ny.gov) | <https://ny.newnycontracts.com>



**IMPORTANT:** This e-mail message and any attachments contain information intended for the exclusive use of the individual(s) or entity to whom it is addressed and may contain information that is proprietary, privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any viewing, copying, disclosure or distribution of this information may be subject to legal restriction or sanction. Please immediately notify the sender by electronic mail or notify the System Administrator by telephone (518)292-5180 or e-mail ([administrator@esd.ny.gov](mailto:administrator@esd.ny.gov)) and delete the message. Thank you.

## Vendor Information

CLOSE WINDOW 

 HELP

### Vendor Information

Business Name	Elite Construction Company Of NY, LLC, DBA Elite Construction Company Of NY
Owner	Mr. Michael E. Reed
Address	1225 Franklin Avenue
> <a href="#">Map This Address</a>	Suite 325 Garden City, NY 11530
Phone	516-512-8983
Fax	516-873-8881
Email	<a href="mailto:MREED@ELITECCNY.COM">MREED@ELITECCNY.COM</a>
Website	<a href="http://WWW.ELITECCNY.COM">WWW.ELITECCNY.COM</a>

### Certification Information

Certifying Agency	New York State
Certification Type	MBE - Minority Business Enterprise
Certified Business Description	<p>Elite Construction of New York is a premier builder for high profile commercial, educational, institutional, residential, retail and sports projects. The firm, headquartered in Garden City, NY, delivers superior pre-construction and construction phase services to every client while building world-class facilities for future generations to utilize to their full potential. Elite Construction is your local builder that is dedicated to your project's success and it is Committed to Excellence.</p> <p>The following services are performed in-house by Elite Construction personnel:</p> <ul style="list-style-type: none"><li>• Client Consultants</li><li>• Owner's Representative</li><li>• Construction Managers</li><li>• Project Management</li><li>• Completion Contracting</li><li>• Cost to Complete Studies</li><li>• Project Relets and Bidding</li><li>• Construction Estimating</li><li>• Project Scheduling</li><li>• Construction Claim Analysis</li></ul>

### Commodity Codes

Code	Description
ESD I-0086	BUSINESS CONSULTANTS
ESD I-0163	CONSTRUCTION MANAGEMENT
ESD I-0501	PROJECT MANAGEMENT
ESD I-2189	ADMINISTRATIVE SERVICES
ESD I-2201	COST ESTIMATING
ESD I-2289	CPM SCHEDULING
ESD I-2352	PROJECT ADMINISTRATION

ESD I-2395	CLAIMS REVIEW SERVICES
NAICS 236220	Construction management, commercial and institutional building
NAICS 54133	Engineering Services
NAICS 541618	Other Management Consulting Services
NAICS 551112	Offices of Other Holding Companies
NAICS 561	Administrative and Support Services
NAICS 813910	Business associations
NIGP 90903	Administration of Contracts: Summary of Work, Quality Control, Project Closeout, etc.
NIGP 91821	Business Consulting
NIGP 91826	Communications: Public Relations Consulting
NIGP 92544	General Construction: Management, Scheduling, Cost Estimation - Engineering
NIGP 95327	Claims Processing Services
NIGP 95877	Project Management Services
NIGP 96102	Administrative Services, All Kinds (Incl, Clerical, Secretarial Services, etc.)

**Additional Information**

Work Districts/Regions	All work districts/regions
Industry	Construction Consultants
Business Size	\$500,000 - \$999,999
General Location	Downstate New York
Location	Long Island

**Customer Support**

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DEPARTMENT OF VETERANS AFFAIRS  
Center for Verification and Evaluation  
Washington, DC 20420

MAY 05 2015

In Reply Refer To: 00VE

Mr. Michael E. Reed  
Elite Construction Company of NY, LLC  
dba Elite Construction of NY  
DUNS: 078755072  
1225 Franklin Avenue, Suite 325  
Garden City, NY 11530

Dear Mr. Reed:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that Elite Construction Company of NY, LLC dba Elite Construction of NY (Elite Construction Company of NY, LLC), has been verified as a Veteran-owned small business (VOSB) and added to the Veteran business database at [www.vip.vetbiz.gov](http://www.vip.vetbiz.gov). Elite Construction Company of NY, LLC will be eligible to participate in Veterans First Contracting Program opportunities with VA. **This verification is valid for two years from the date of this letter.**

To promote Elite Construction Company of NY, LLC's verified status, you may use the following link to download the logo for use on marketing materials and business cards:

[http://www.vetbiz.gov/cve\\_completed\\_v.jpg](http://www.vetbiz.gov/cve_completed_v.jpg)

To ensure that Elite Construction Company of NY, LLC is correctly listed in the Vendor Information Pages, check Elite Construction Company of NY, LLC's profile for the verified logo. Please notify us if the logo is not present within 72 hours of receipt of this letter.

While CVE has confirmed that Elite Construction Company of NY, LLC is in compliance with the regulation, Elite Construction Company of NY, LLC must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 60 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in Elite Construction Company of NY, LLC being removed from the VIP Verification Program.

Please be advised that this letter and other information pertaining to Elite Construction Company of NY, LLC's verification application may be subject to Freedom of Information Act (FOIA) requests. In addition, all companies approved for the program may be required to participate in one or more post-verification audits. Please retain a copy of this letter to confirm Elite Construction Company of NY, LLC's continued program eligibility.

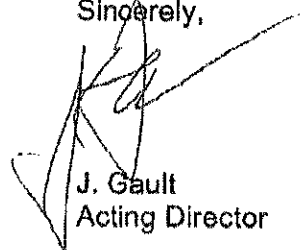
Page 2.

Mr. Michael E. Reed

At any time if Elite Construction Company of NY, LLC discovers one or more NAICS Code(s) that are other than small on its CVE VIP profile, CVE will require all other than small NAICS Codes to be removed within five (5) business days. If these NAICS Codes are not removed within the allotted five (5) business days, CVE may request the U.S. Small Business Administration (SBA) to conduct a formal size determination. In addition, CVE may initiate a referral to OIG, Debarment and Suspension Committee and or pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in Elite Construction Company of NY, LLC being removed from the VIP Verification Program.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,

A handwritten signature in black ink, appearing to be 'J. Gault', is written over the typed name and title. The signature is stylized with a large, sweeping initial 'J'.

J. Gault  
Acting Director



**Department of  
Veterans Affairs**

# Memorandum

Date: March 13, 2017

From: Director, Center for Verification and Evaluation

To: Stakeholders


Subject: VA 1-Year Verification Extension

The Department of Veterans Affairs (VA), Office of Small and Disadvantaged Business Utilization (OSDBU) remains dedicated to employing a verification process that effectively responds to the concerns raised by the Veteran business community. On February 21, 2017, the VA published in the Federal Register a change to 38 CFR Part 74, extending the eligibility period for firms verified in the Veterans First Contracting Program from two (2) to three (3) years. The purpose of this change is to reduce the administrative burden on VOSBs/SDVOSBs regarding participation in VA acquisition set asides. The rule change extending the eligibility period will take effect on **March 21, 2017**.

1. All firms that are currently verified as of March 21, 2017 will be automatically granted an additional one (1) year of eligibility. This eligibility extension will be reflected in the Vendor Information Pages (VIP). Updated verification approval letters will not be sent.
2. For verified firms that have submitted reverification applications on or before March 21, 2017, and:
  - a. If your application has not yet been assigned to a Case Analyst, your reverification application will be administratively removed from further processing. Your current eligibility verification period will be extended one (1) year as outlined above, and you will be eligible to apply for reverification when you are within 120 days of the expiration of your new eligibility period, or
  - b. If your application has been assigned to a Case Analyst,
    - i. CVE will continue processing your reverification application and your current eligibility period will be extended for one (1) year so that your eligibility will not lapse during the processing of the reverification application. If your reverification application is approved, you will be granted a new three (3) year eligibility period, or
    - ii. If you do not wish to continue with the reverification process, you may withdraw your reverification application and your verification eligibility period will be extended one (1) year as outlined above. You may reapply when you are within 120 days of the expiration of your new eligibility period.
3. For previously-verified firms that have an open reverification application in process but expired prior to March 21, 2017:
  - a. You will not receive an extension, as your period of eligibility has expired.

- b. CVE will continue processing your reverification application. If your reverification application is approved, you will be granted a new three (3) year eligibility period.
4. All verification approval letters sent on or after March 21, 2017 will reflect a three (3) year eligibility period.

If you have any questions about this process, please contact the Call Center at (866) 584-2344 and [vip@va.gov](mailto:vip@va.gov).

  
Thomas McGrath  
Director,  
Center for Verification and Evaluation (CVE)



STATE OF NEW YORK  
DEPARTMENT OF TRANSPORTATION  
ALBANY, N.Y. 12232  
www.nysdot.gov

JOAN McDONALD  
COMMISSIONER

ANDREW M. CUOMO  
GOVERNOR

MAR 21 2013

Mr. Michael Reed

**ELITE CONSTRUCTION COMPANY OF NY LLC.**

1225 Franklin, Suite 325

Garden City, NY 11530

**Re: DBE CERTIFICATION NOTICE**

Dear Mr. Reed:

The New York State Department of Transportation (NYSDOT), a Certifying Partner in the New York State Unified Certification Program (NYSUCP), is pleased to inform you that your firm meets the eligibility criteria established by the U.S. Department of Transportation Disadvantaged Business Enterprises regulation, codified at 49 CFR, Part 26, and has been **CERTIFIED** as a Disadvantaged Business Enterprise (DBE) with the NYSUCP. Your firm is certified to provide the services listed below:

**Area of Service:** Construction Management and General Construction Services

**NAICS**

**236220** Construction Management, Commercial and Institutional Building

Your firm is eligible to participate as a DBE on NYSDOT, Metropolitan Transportation Authority, Port Authority of New York and New Jersey and Niagara Frontier Transportation Authority federally assisted projects in the identified service areas.

Your firm's certification status with the NYSUCP will remain effective for as long as your firm continues to meet all DBE certification eligibility requirements and the ownership and control of the firm, upon which DBE certification was granted, has not changed. However, you are required to submit, annually, on the anniversary date of this notice, a sworn affidavit affirming that there have been no changes in your firm's economic disadvantaged status, ownership or control. In the event that there are changes, please be advised that you are required to notify the NYSDOT, within 30 days, of any changes in your business' ownership, control and/or operations including address, telephone number, business services and capabilities. Failure to adhere to these requirements may result in the removal of DBE certification.

Your firm will be included in the NYSUCP Directory (<http://biznet.nysucp.net>) which will indicate the type of work that your firm has been certified to perform.

Please note that any of the Certifying Partners of the NYSUCP reserves the right to review your firm's certification eligibility prior to your firm's participation on a federally assisted project for their agency or at any time that it is determined that such reevaluation is warranted.

As a newly certified DBE highway and bridge construction contractor, you are eligible to receive a free one-year subscription to Bid Express (Bid-X). Bid-X is a Web-based subscription service that provides for the electronic submission of contract bids by contractors for NYSDOT contracts. To learn more about the features and benefits of Bid-X, please contact NYSDOT Office of Civil Rights at [OCR-SBN@dot.state.ny.us](mailto:OCR-SBN@dot.state.ny.us).

Furthermore, as a newly certified DBE you should be aware that the U.S. Small Business Administration (SBA) can guarantee bonds for contracts up to \$2 million, covering bid, performance and payment bonds for small and emerging contractors who cannot obtain surety bonds through regular commercial channels. To learn more about the Surety Bond Guarantee Program, please call 800-U-ASK-SBA (800-827-5722) or visit <http://www.sba.gov/index.html>.

We are pleased to have you as a participant in the NYSUCP and wish you much success.

Should you have any questions, please email [DBEcrt@dot.state.ny.us](mailto:DBEcrt@dot.state.ny.us), or call (518) 457-3180.

Sincerely,

*Jacqueline E. Jones*

Jacqueline E. Jones  
Compliance Specialist II  
DBE Certification Supervisor  
Contract Audit Bureau

June, 20 2017

Elite Construction Company Of NY  
Michael E. Reed  
1225 Franklin Avenue  
Suite 325  
Garden City, NY 11530

## THE COMPETITIVE EDGE

Dear Mr. Reed,

Congratulations! The Competitive Edge Conference committee has selected you as a recipient for the Minority Business Enterprise (MBE) Award to be presented during our conference luncheon on Tuesday, July 18, 2017 at 12:45p.m.

This is in recognition of your continued success and exemplary leadership demonstrated throughout the D/M/WBE community. Your ongoing efforts and determination as a minority are an inspiration to us all and those efforts should serve as an encouragement for our future entrepreneurs.

The Competitive Edge Conference inaugurated in 1993, is a collaborative effort by several New York agencies, authorities and corporations. The conference is designed to provide information, resources and support to the disadvantaged, minority and women-owned business enterprises (D/M/WBEs) through training, networking and interfacing with developers, construction management and procurement specialists. Conference participants learn about public/private sector business opportunities, certification process and procurement process.

Please confirm acceptance of this award by contacting Image Marketing at 718.395.1932 as soon as possible. We will also need your bio and photo sent to us immediately. On the date of the conference, please arrive by 12:00pm for advance photos and preferential seating. During the luncheon and awards program, you will be introduced and have up to 2 minutes to make brief remarks. We will do our part to make sure that the program flows smoothly and in a timely manner. If you are interested in becoming a sponsor for this all-day conference which includes Break-out sessions and tradeshow, please see the available packages in the email.

Once again congratulations on this prestigious award.

Sincerely,

The Competitive Edge Committee



Battery Park  
City Authority



NY Power  
Authority



THE PORT  
AUTHORITY  
OF NY & NJ



OASNY

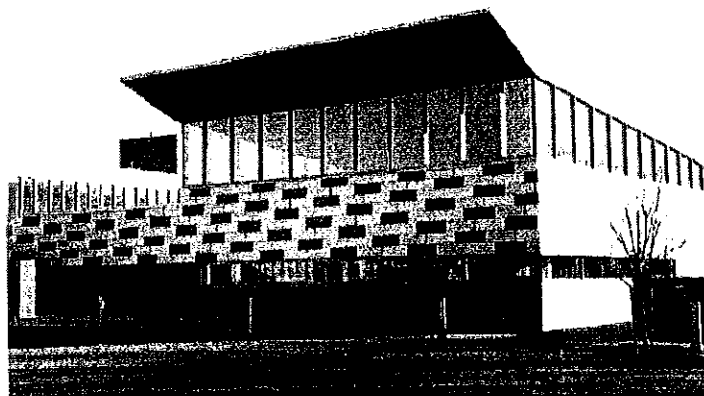


Homes and  
Community Renewal



# ELITE<sup>TM</sup>

## CONSTRUCTION OF NY



## EXCELLENCE ■ ETHICS ■ RESPONSIBILITY IN CONSTRUCTION MANAGEMENT

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Elite Construction of NY is a certified veteran- and minority-owned construction firm based in Garden City, NY. Elite is a member of the Construction Management Association of America and serves clients throughout the Northeast.

The firm's founding partners—Michael Reed, CCM, and Eze O. Small, CFM—have been working together on some of the region's most complex building projects for the past 10 years. Combined, they offer clients 40 years of experience at some of the world's largest building firms. Both partners hold master's degrees in engineering and management. Michael served as a U.S. Air Force officer.

Elite serves diverse market sectors, including commercial, educational, and governmental.

Whether providing preconstruction, general contracting, construction management, client advisory, owner's representation or value engineering services, the company delivers custom solutions tailored to the project at hand, the client, and the end user.

Moreover, Elite's managing partners offer a personal commitment to each project that goes beyond a business relationship. The values upon which Elite is built include community service and leadership, corporate and personal responsibility, and respectful and collaborative business conduct. Through these principles, Elite's personnel provide clients with technical expertise, transparent communication, and a team spirit, which result in the delivery of the highest quality results.

PROJECT MANAGEMENT ■ OWNER'S REPRESENTATION ■ CONSTRUCTION MANAGEMENT ■ GENERAL CONTRACTING ■ COST CONSULTING

1225 Franklin Avenue, Suite 325 ■ Garden City, New York, 11530 ■ telephone: (516) 512-8983 ■ fax: (516) 873-8881 ■ [www.eliteccny.com](http://www.eliteccny.com)

# ELITE<sup>TM</sup>

## CONSTRUCTION OF NY



**Michael Reed, CCM,** is a founding partner of Elite Construction and has served as its Chief Executive Officer since Elite's inception in 2011.

In addition to his management responsibilities, he is involved in estimating, planning, contracting, and executive oversight for all Elite projects.

Prior to founding Elite, Michael worked for nearly 20 years in the construction field for organizations such as the United States Air Force, Turner Construction, and Triton Construction. He has managed projects valued in excess of \$1 billion, including multi-phase Coney Island Improvements Program.

Michael has a Master of Science in Engineering Management from the New Jersey Institute of Technology. He also holds Bachelor of Science degrees in Civil Engineering and Environmental Engineering from the United States Air Force Academy. He served as a commissioned officer and was honorably discharged from the United States Air Force as a Captain.



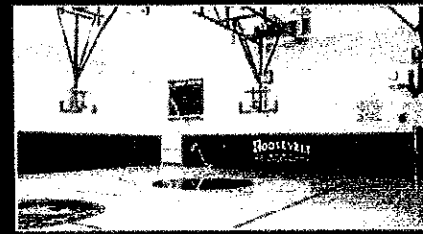
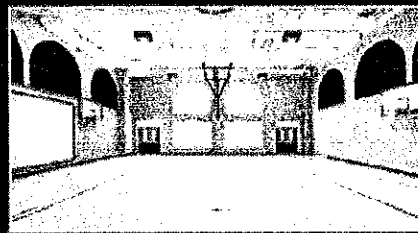
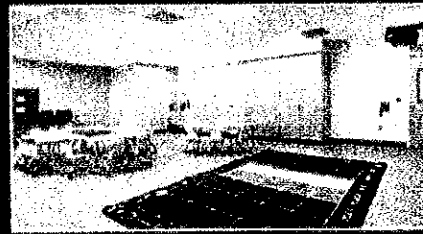
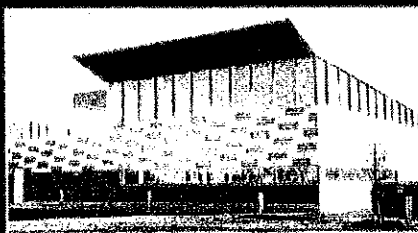
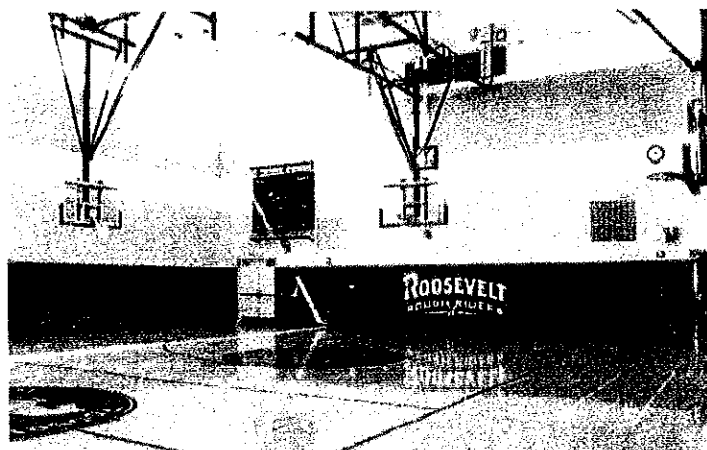
**Eze O. Small, CFM,** is Elite Construction's founding partner, President and Chief Operating Officer. He supports Elite's project teams with his expertise in logistics, construction operations, and site management.

These include the Long Island school districts of Roosevelt, Hempstead, and Malverne, for which Elite has managed construction projects valued at nearly \$90 million. Eze also oversaw the multimillion dollar upgrades of the 33-story 75 Battery Park Place tower in Manhattan.

Before Elite, Eze worked for nearly 20 years in project management capacities for Turner Construction and Triton Construction. His portfolio includes the \$32 million, LEED Gold-certified Pratt Institute academic building in Brooklyn. He is a member of the National Society of Black Engineers and holds a Master of Science in Energy Management and a Bachelor of Science in Interdisciplinary Studies and Electrical Engineering Technology from New York Institute of Technology.

# ELITE<sup>TM</sup>

## CONSTRUCTION OF NY



### Selected clients:

Battery Park City Authority  
Corona Congregational Church  
Farmingdale Public Library  
Hempstead Union Free School District  
Malverne Union Free School District

Nassau Community College  
New York University  
NHS of Jamaica  
North Bellmore Public Library  
Roosevelt High School Athletic Field

Roosevelt Public Library  
Roosevelt Union Free School District  
Selauket Fire District  
Shelter Rock Public Library  
Universal Baptist Church



# Newsday

THE LONG ISLAND NEWSPAPER

HEMPSTEAD VILLAGE

## BRIGHT PROSPECTS

A decade  
after closure,  
school is reborn

BY SOPHIA CHANG  
sophia.chang@newsday.com

More than 100 years after it first opened, Hempstead's Prospect School has been reborn.

As hundreds of kindergartners worked on their lessons inside, officials on the front step cut a big blue ribbon yesterday, reopening the building that had been shuttered for 10 years.

The ceremony in the school's parking lot drew elected officials and community members to celebrate the return of the school built in 1906 and transformed by a 16-month \$18.1 million renovation.

"It is a bright, beautiful day in the Hempstead Union Free School District," Superintendent Susan Johnson told a crowd of hundreds of residents, elected officials and educators gathered in front of the school on Peninsula Boulevard.

One parent was delighted with the school's new facilities.

"The school is beautiful. I couldn't believe what they did," Stephanie Mills said in a phone interview. "I like the way they did the classrooms and when you walk into the hallways, it's so bright and nice."

She said her son Christian, 5, had a great first day.

Johnson said an estimated 598 students have enrolled at the school, which will serve as a districtwide kindergarten.

The Prospect School was closed in 2003 because of structural issues. For a decade, students were housed in temporary trailer classrooms. Renovations, which began in 2012, were delayed for months because of asbestos abatement and superstorm Sandy damage.

Now, the school has more than 30 learning spaces, a library and wireless Internet access. Renovations were financed primarily with state grants after a 2011 bond vote, with the district paying \$500,000.

The reopening of the Prospect School has been heralded



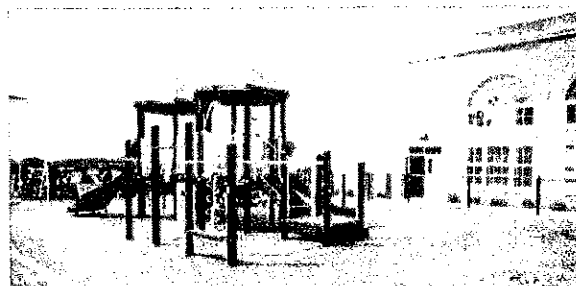
Hempstead student  
Travis Nelson  
speaks at  
yesterday's opening.

### About the school

- **BUILT:** 1906
- **CLOSED:** August 2003
- **PURPOSE:** Districtwide kindergarten center
- **COST:** \$18.1 million
- **SIZE:** 60,000 square feet
- **FIRST-DAY ENROLLMENT:** 598 students

as a turning point for the troubled district, which this summer acknowledged a long-standing policy of raising failing grades to passing and the new placement of the high school on the state's "priority" list.

The retired principal of the Franklin School, John Moore, said this year's enrollment in the district's schools has increased by 300 students over last year.



The renovated Prospect School includes a new playground.

"This district must be doing something right," he said, and added, "Let's let Prospect be a prototype of things to come."

The school's sunny cafeteria is painted bright blue and hallways are color-coded, including a section of lemon yellow. "Don't run!" Principal Carol Eason said as she directed a line of fidgeting children after they ate lunches of turkey and ham

sandwiches with fruit and milk.

Architect Roger Smith of BBS Architecture in Patchogue, which renovated the school with Elite Construction of Garden City, said the building was in "so much disrepair."

"We had to bring the building back to full restoration, and also make it a space for the little guys in terms of size and colors," he said.

Owners, Developers & Managers / Design-Build

# nyrej

THE LARGEST COMMERCIAL/INVESTMENT REAL ESTATE NEWSPAPER IN THE STATE

New York Real Estate Journal

November 10 - 23, 2015

DESIGNED BY GALLIN BEELER DESIGN STUDIO

## Elite Construction of NY selected to manage \$8.9m library expansion

**NORTH BELLMORE, NY** The North Bellmore Public Library board of trustees has selected Elite Construction of NY as construction manager for the upcoming expansion and renovation of the library building located at 1551 Newbridge Rd. Elite will be responsible for managing the entire construction program, including coordination of design and engineering planning, selection and oversight of contractors and subcontractors, and supervision of the work schedule, budget, and quality. Elite's president and COO Eze Small, CFM and CEO Michael Reed, CCM will lead the firm's project team.

Designed by the architectural firm of Gallin Beeler Design Studio (GBds), the project will completely renovate and expand the outdated li-



**Rendering of the North Bellmore Library - North Bellmore, NY**

brary structure, originally constructed in 1962 and expanded in 1986.

Library director, Tom Bazzicalupo, said, "The North Bellmore library serves a community of over 20,000 residents. The current building does not fulfill the community needs and lacks crucial facilities such as a children's activity room, a young adult room, and sufficient meeting rooms.

We look forward to the upgrades, which will serve our community for decades to come.

"The \$8.9 million expansion and renovation will provide the North Bellmore residents with sufficient space for public meetings and youth programs, update the library's technological infrastructure, and improve the building's energy efficiency," said Elite's Reed. "The renovated structure will feature numerous sustainable and energy efficient systems and materials, such as photovoltaic solar panels, energy-saving lighting fixtures, high performance window glazing, window sunscreens, high-efficiency HVAC units, and high recycled content materials."

*for full story visit [nyrej.com](http://nyrej.com)*

# **North Bellmore Public Library**

1551 Newbridge Road, North Bellmore, N.Y. 11710

(516)785-6260

FAX (516)785-7204

[www.northbellmorelibrary.org](http://www.northbellmorelibrary.org)

Thomas Bazzicalupo, Director

## **BOARD OF TRUSTEES**

Ethna Lay, President

Barbara Fillios

Robert Gibilterra

Vincent Maiello

Thomas Vaughn

April 3, 2017

### **To Whom It May Concern**

It is with much pleasure and ease that I write this letter of recommendation for Elite Construction. We have been working with Elite Construction for the past year and a half. The firm is serving as the construction manager for our \$8.9 million expansion/renovation project—a 4000 square foot addition and a total gut renovation of our existing building.

Elite Construction is a very important and integral part of our project team. They work well with our architect, the Library's Board of Trustees, the staff and I. In addition, the firm also had to work very closely with our local Board of Education during the preliminary stages of the project and they have always handled each situation professionally. Their personnel are able to make complicated information into terms that laymen can understand.

Elite Construction is very knowledgeable on the proper channels of the monotonous amount forms and paperwork needed for New York State for any construction project. The firm conducts monthly owners' meetings to bring all individuals involved up-to-date with where the project is at that time. They are very dependable and are very punctual in addressing any concerns you may have and in replying to any e-mail messages or phone calls.

In closing, I can enthusiastically recommend Elite Construction for any type of construction project! Please feel free to contact me if you need any further information.

Sincerely,



Thomas Bazzicalupo  
Library Director

**To:** Whom It May Concern  
**From:** Leighton Mitchell  
**Date:** 10/10/16  
**Re:** Letter of Recommendation-Elite Construction of NY

---

To Whom it May Concern,

It is my great pleasure to wholeheartedly recommend Elite Construction of NY for general contracting services. On behalf of New York University's, Tisch School of the Arts, I recently awarded a rest room renovation project to Elite and I was completely satisfied with their performance! I was further impressed by their attention to detail, adherence to the schedule and budget and their good communication throughout!

Elite CEO, Michael Reed, was very responsible and proactive throughout the entire renovation. The super he assigned to the project was also very responsible and professional and took care of any needs that stakeholders on the floor had, including the facilities staff here at the school. Michael's close supervision and eye for detail was appreciated as was his very kind, professional demeanor.

I would not hesitate to use Elite again in the future and in fact I look forward to working with them again soon. If I can provide any further information regarding my experience, please feel free to contact me.

Thanks-Leighton

August 20, 2015

Battery Park City Authority  
200 Liberty St.  
New York, NY 10281

Elite Construction of NY  
1225 Franklin Avenue, Suite 325  
Garden City, New York 11530  
Attn: Michael Reed

Re: Recommendation Letter

Dear Mr. Reed,

On behalf of Battery Park City Authority, it gives me great pleasure to recommend Elite Construction of New York as the builder for your project.

Throughout our \$3.5 million Battery Park City Parks Conservancy-Mechanical Systems Modification Project, Elite Construction of New York has exemplified outstanding professional service and leadership.

Our project required the abandonment of two geothermal wells, upgrades to the boiler unit and installation of a new chiller unit to support the facility, as well as improvements to the building's ventilation systems. Elite Construction of New York has continuously used its experience to fulfill the requirements of our project with distinction.

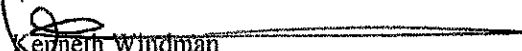
It is also important to note that the company's on-site manager, Jayson Hill, is a hard-working, punctual and proactive person, who never hesitates to ensure that our construction needs are properly addressed. We believe that his excellent work with our Conservancy-Mechanical Systems Modification Project is a reflection of the work ethic of all Elite Construction personnel.

Elite Construction of New York also maintains consistent communication with the building's owner and tenants, which has assisted in the project's ongoing success. In addition, the company has made it a priority to adhere to our project's construction timeline and we are highly anticipating our project's completion at the end of this month.

Our company is very pleased with Elite Construction of New York's exceptional performance and we are elated to recommend this company for your construction project.

If you have any questions, please do not hesitate to contact me at 212-417-4330.

Sincerely,

  
Kenneth Windman  
Director  
Facilities & Infrastructure Management



**Battery Park  
City Authority**



## Roosevelt Fire District

PO Box 501

Roosevelt, New York 11575

(516) 771-3370

E-Mail: Commissioners @rooseveltd.org Fax: (516) 378-4408

CHAIRMAN  
Garland Moore

VICE CHAIRMAN  
Pamela Williams

COMMISSIONERS  
Tracy Bowdwin  
Wayne Nelson  
Hector B. Tyler

ATTORNEY  
Lance D. Clarke, Esq.

SECRETARY  
Clara Gillens Eromosele

TREASURER  
John H. Whitchett

May 17, 2015

RE: Recommendation Letter for Elite Construction of NY

To Whom It May Concern:

Elite Construction of NY was retained by the Roosevelt Fire District to manage our Emergency Generator at Station No. 3 project. Once onboard, they immediately established a plan on how the work was to be implemented from design development to project closeout. Their dedication to customer satisfaction has enabled me to comfortably write this recommendation letter.

With the use of their project controls, Elite Construction managed the generator project and kept the district informed every step of the way. Every action was taken to ensure that this project was a success for all parties involved. Our favorable experience continues the positive reputation that the company has developed in the community with their work associated with the Roosevelt Public Library and the Roosevelt High School projects.

I would invite you to give me a call to discuss our experience with Elite Construction of NY. Their 'attention to detail' enabled for the project to be completed flawlessly and we were always informed as a client. We look forward to another opportunity when we can utilize their services.

If you need additional information or have any questions, please do not hesitate to contact me at 516-351-7836.

Sincerely,

Wayne A. Nelson

Commissioner, Roosevelt Fire District

December 5, 2013

RE: Recommendation Letter for Elite Construction of NY

To Whom It May Concern:

It gives me great pleasure to recommend Elite Construction of New York for your project. Elite Construction of New York provides exceptional services and I truly believe that this firm would be an excellent company to help bring your plans to fruition.

**BOARD OF EDUCATION**

185 Peninsula Blvd.  
Hempstead, N.Y. 11550

Mrs. Betty J. Cross  
President

Mrs. JoAnn Simmons  
1<sup>st</sup> Vice President

Ms. Shelley Brazley  
2<sup>nd</sup> Vice President

Mr. Lamont Johnson  
Treasurer

Mrs. Patricia Wright  
District Clerk  
(516)292-7111 X 1130  
Fax: (516)-292-1830

Susan Johnson  
Superintendent  
(516)292-7111 X 1001  
Fax: (516)-292-0933

As the president of the Hempstead Board Education, I worked alongside Elite Construction of New York from 2011-2013 to complete the Hempstead School District's \$18.1 million Prospect School Bond Project. From day one, this company utilized its expertise and worked tirelessly to complete this important project for our students. Under Elite Construction of New York's outstanding leadership, innovation and due diligence, our district successfully renovated, restored and reopened this landmark school building as a state-of-the-art kindergarten center. The project, which was a major undertaking for our school district, marked the first time in more than 30 years that a Hempstead School District construction project was completed on time.

In addition, both Michael Reed and Eze Small are exemplary professionals. They are knowledgeable, punctual, resourceful and hardworking individuals, who serve all of their clients with distinction. Throughout the Prospect School Bond Project, Michael and Eze maintained excellent and consistent communication with the district, which included providing the Hempstead Board of Education with monthly reports.

Our district is very pleased with Elite Construction of New York's performance and we look forward to working with the firm in the future. There is no doubt that this company will work diligently each day to meet your needs and expectations as well. Arrangements can be made for a visit of the Prospect site if desired. If you need additional information or have any questions, please do not hesitate to contact me at 516-292-7111 X 1130, or via e-mail, [bcross@hempsteadschools.org](mailto:bcross@hempsteadschools.org).

Sincerely,



Betty J. Cross  
President, Board of Education  
Hempstead Union Free School District

# *Roosevelt Union Free School District*

ADMINISTRATIVE OFFICES 335 East Clinton Avenue Roosevelt, NY 11575 Tel: (516) 345-7001 Fax: (516) 345-7326 [www.rooseveltufsd.com](http://www.rooseveltufsd.com)

## **Board of Education**

Robert Summerville, President  
Alfred T. Taylor, Vice President  
Wilhelmina Funderburke, Trustee  
Robert Miller, Trustee  
Willa Scott, Trustee

## **Superintendent of Schools**

Robert-Wayne Harris

May 5, 2013

RE: Recommendation Letter for Elite Construction of NY

To Whom It May Concern:

I am pleased to write this letter of recommendation on behalf of Elite Construction of NY. Elite Construction of NY was chosen by the Roosevelt Union Free School District (UFSD) to conclude the last in a series of five (5) school construction improvement projects, the complete renovation of our High School. Elite Construction of NY was particularly chosen over other construction managers to facilitate the renovation of our High School based upon their proven track record of performance and success as well as for their client satisfaction.

In 2002, the Roosevelt UFSD embarked upon several school construction initiatives to revitalize all of our schools in order for them to reflect true 21<sup>st</sup> century learning environments for our students and staff. After successfully building four brand new schools, the last remaining and most challenging project was the complete renovation of Roosevelt High School, the flagship school of the District. Although our available resources would not allow us to build a brand new Roosevelt High School, the District still desired that the newly renovated school would reflect the grandeur, beauty and splendor of our recently built elementary schools and middle school. In order to accomplish this feat, the District searched for a construction management company that would maximize our remaining school construction resources and also meet an aggressive timeline to completely renovate the High School in accordance with our high expectations.

To this end, Elite Construction of NY which brings over thirty five years worth of successful construction projects was chosen by Roosevelt UFSD to lead the reconstruction of our entire High School campus (school facility and sports complex). This monumental project included the complete renovation of our existing 196,000 square foot High School, the addition of 36,000 square feet of new construction to include a state-of-the-art Library Media Center, new gymnasium complex, and an inviting cafeteria and kitchen accommodations. Also, included as part of the \$66.9 million bond program was the complete overhaul of the Sports Complex shared with our Middle School which now provides an 8 lane all-weather track, sports lighting, bleacher expansion, tennis courts and reconstructed athletic fields.

During our recent public tours of the facility, the Roosevelt school community members were extremely impressed with the amount of work accomplished during the limited time period in which the High School was vacated. Our students and teachers are greatly anticipating the commencement of classes in the fall of 2013 in the now 'jewel' of our construction bond program. With a combination of traditional science rooms and implementation of Fusion Science Labs, the science instructional program will now be enhanced with the usage of 21<sup>st</sup> century resources. Elite's construction personnel worked tirelessly on this project to ensure that it was delivered to the District on budget and with superior quality. Without the exceptional oversight from Elite's staff, our project would not have been the success hailed by the Roosevelt school community.



Among the many qualities which distinguish Elite Construction of NY from other construction management companies is their dedication and commitment to the successful completion of the project. Since our High School project involved an extensive renovation, it required a persistent attitude to keep the project moving while issues were being resolved. This fortitude, which may come from Chief Executive Officer Michael Reed's military background, allowed for our project to be accomplished in a minimal amount of time due to diligent efforts to keep the contractors focused on the goal of project completion. Another key to Elite's success on the Roosevelt High School Renovation Project were the monthly *Owner and Manager Project Meetings* with the District, Elite and the architect throughout the course of the project. During these meetings, Elite kept us informed and we were able to make key decisions about the project budget, change order log(s), construction operations, and the adherence to the time schedule. Without the meticulous attention to detail provided by Elite Construction of NY, our High School project may not have been as successful which would have reflected poorly on the students, staff and families of the Roosevelt school community.

Please feel free to contact me in order to discuss the bond project further and/or to tour our newly renovated High School facility and campus. I am confident that you will be as highly impressed as we were with the selection of Elite Construction of NY as construction managers.

Sincerely,

A handwritten signature in black ink, appearing to read 'RW Harris', with a long horizontal line extending to the right.

Robert-Wayne Harris  
Superintendent of Schools

BOARD OF TRUSTEES

Francis Abel, Jr., President

Bola Majekodunmi, PH.D., Vice President

Mary A. Adams

Wilton Robinson, Jr.

Emarinsie Funderburke-Ivey

## ROOSEVELT PUBLIC LIBRARY

27 West Fulton Avenue, Roosevelt, New York 11575

Telephone: (516) 378-0222 Fax: (516) 378-1011

August 15, 2011

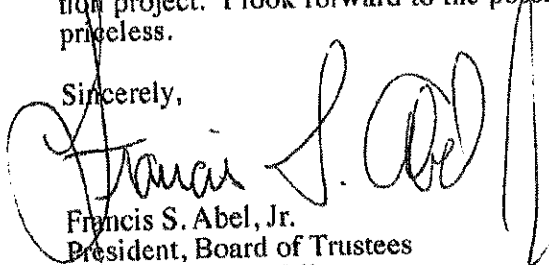
To Whom It May Concern,

This letter is to serve as an endorsement of Eze O. Small for any construction management/Owners Representative opportunities based on our experience at the Roosevelt Public Library Project. Eze was the Project Manager on our Library construction project which consisted of a new 19,600 square foot Performance Arts Center and an extensive renovation to our existing 10,000 square foot facility. Our new facility has been the showcase of the community and the library world.

Eze was the person in charge of all the day to day activities directed to completing the project. He performed the implementation of construction means and methods and he also handled the financial payments, budgeting, scheduling and coordination. His will and determination to see the project through was something to be admired. His ability to see potential issues and avoid them was uncanny, his direction and ability to have the contractors buy into his vision of the project was amazing. On this project it seemed that all parties involved were personally committed to the project. Not only was his dedication to the project evident in the way he attacked the daily activities and obstacles, but he always kept the Board updated with the progress of the project and thoroughly explained the various reasons for his informed recommendations. Eze represented and defended the interest of the project at all times. It was truly refreshing to work with this individual on a daily basis. On behalf of the board, it was a blessing to establish this relationship which has guided us along this journey for this construction project.

As previously stated, Eze O. Small has been a true professional throughout this project. The relationship that he has established with the Board and library staff is one that we will all cherish for many years to come. No obstacle will stop him from achieving the desired results on a project. Regardless of the circumstances, Eze will find a way to accomplish the task at hand. He has the ability to take the challenges that arise on a project and make them a strength, as he gains momentum on the project. I highly recommend having Eze manage, direct any construction project. I look forward to the possibility of working with Eze in the future; his presence in our project was priceless.

Sincerely,

  
Francis S. Abel, Jr.  
President, Board of Trustees  
Roosevelt Public Library

**MALVERNE UNION FREE SCHOOL DISTRICT  
ADMINISTRATION BUILDING**

**301 Wicks Lane  
Malverne, NY 11565  
516-887-6405  
FAX: 516-596-2910**



*Dr. James H. Hunderfund  
Superintendent of Schools*

August 24, 2011

RE: Recommendation Letter for Elite Construction of NY

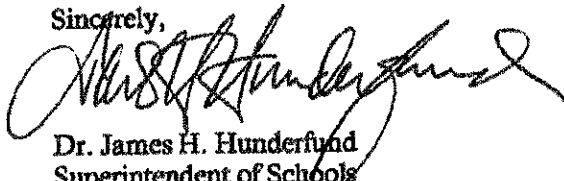
To Whom It May Concern:


After an extensive search, Elite Construction of NY was chosen by Malverne UFSD to lead the district in the construction of its Proposition 2 Bond Program. This is the district's first bond program in over thirty years and we wanted to ensure its success. Elite Construction of NY brings over thirty years worth of successful construction projects with a track record of proven performance and client satisfaction. Without hesitation, it was a clear cut decision to hire Elite Construction to manage our \$4.1 million Physical Education and Athletic Facilities Project.

From the initial hiring of Elite Construction, they immediately dissected the project which was under construction. Eze Small, without delay, gained control of the construction project and reviewed the construction schedule, submittals and project finances. By instituting their proven control system, Elite was able to establish and show the critical path to our project completion. This ability to analyze the project comes from Eze Small's and Mike Reed's many years of experience in the business. Our district truly benefitted by working with Elite Construction on our Proposition 2 Bond Program.

I would invite you to give me a call to discuss further and to tour our athletic facilities. I am sure that you will be highly pleased with your selection of Elite Construction of NY as we were in our bond project. Again, if you have any questions, please do not hesitate to call me at 516-887-6407.

Sincerely,

  
Dr. James H. Hunderfund  
Superintendent of Schools  
Malverne UFSD

  
Spiro C. Colaitis, P.E.  
Assistant Superintendent for  
District Operations  
Malverne UFSD

## CERTIFICATION

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

I, Michael E. Reed, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 26 day of January

2020/18

Denise M. Seaman  
Notary Public

DENISE M. SEAMAN  
Notary Public State of New York  
No 01SE6107859  
Qualified in Nassau County  
Commission Expires April 12, 2020

Name of submitting business: Elite Construction Company of NY, LLC

By: Michael E. Reed, CCM

Print name

Michael E. Reed  
Signature

Chief Executive Officer / Managing Member

Title

01 / 26 / 2018  
Date

### Business History Form

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

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

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

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

Date: January 19, 2018

1) Proposer's Legal Name: KS Engineers, P.C.

2) Address of Place of Business: 494 Broad Street, 4th Floor, Newark, NJ 07102

List all other business addresses used within last five years:

65 Broadway, Suite 1002, New York, NY 10006

3) Mailing Address (if different): Same as above

Phone : 973.623.2999

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 838952844

5) Federal I.D. Number: 22-3341410

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. \_\_\_\_\_
- 
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_
- 
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- 
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- 
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
Yes \_\_\_\_ No X If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_\_ No X If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_\_ No X; If Yes, provide details for each such instance. \_\_\_\_\_

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

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

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

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

No conflicts exists

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

No conflicts exists

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

No conflicts exists

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

KS Engineers reviews all current contractual obligations before committing to new work to assure no conflict of interest will be incurred as a result of accepting new work.

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

Should the proposer be other than an individual, the Proposal **MUST** include: (See attached)

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business. 26 years.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. (See attached, Financial Statements - Last Three Years)

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

Company The Liro Group

Contact Person Stephen Burke

Address 3 Aerial Way

City/State Syosset, NY 11791

Telephone 516.938.5476

Fax # N/A

E-Mail Address burkes@liro.com

\_\_\_\_\_



Company Whiting-Turner Contracting  
Contact Person Kevin Chan  
Address 707 Westchester Avenue  
City/State White Plains, NY 10604  
Telephone 914.696.0003  
Fax # N/A  
E-Mail Address kevin.chan@whiting-turner.com

---

Company AECOM  
Contact Person Frank P. Corona, PE  
Address One Penn Plaza, Suite 600  
City/State New York, NY 10119  
Telephone 914.696.0003  
Fax # N/A  
E-Mail Address frank.corona@aecom.com





Engineers . Surveyors . Construction Managers

**KS Engineers, P.C.** 65 Broadway, Suite 1002, New York, NY 10006 . Tel:212.616.2657 . Fax:212.616.3060 . www.kseng.com

## Business History Form

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

Should the proposer be other than an individual, the Proposal MUST include:

- i) **Date of formation;**  
April 29, 1991; Incorporated December 6, 1994
- ii) **Name, addresses, and position of all persons having financial interest in the company, including shareholders, members, general or limited partner;**  
Kamal Shahid, PE, President (100% - Shareholder)  

- iii) **Name, address and position of all officers and directors of the company;**  
Kamal Shahid, PE, President  

- iv) **State of incorporation (if applicable);**  
New Jersey
- v) **The number of employees in the firm;**  
236 employees
- vi) **Annual revenue of firm;**  
\$34,375,787 (average annual revenue last three years)

**vii) Summary of relevant accomplishments**

KS Engineers, P.C. (KSE) provides comprehensive construction inspection and management services on projects key to the region's transportation infrastructure, the educational community and for both public and private facilities and buildings. Nearly half of the firm's revenue is generated from construction inspection and construction management services. Whether project needs call for a professional CM to augment the owners staff with pre-planning, design, construction, engineering and management expertise or on-site construction teams consisting of resident engineers and inspectors for reviewing work in-progress for contractor conformance to



Engineers . Surveyors . Construction Managers

**KS Engineers, P.C.** 65 Broadway, Suite 1002, New York, NY 10006 Tel:212.616.2657 . Fax:212.616.3060 .www.kseng.com

the specifications, design intent and safety programs, KSE has the expertise in carrying out successful field programs.

KSE has and continues to provide Construction Management and Inspection services to a variety of agencies (State, County and Local) for "On-Call" or "Task Order" type contracts. These include some of the following on going or recently completed contracts:

- County of Ocean, NJ, On-Call Construction Management for Roads and Bridges
- PANYNJ, Call-In Construction Management Services
- MTA TBTA, As-Needed Construction Administration and Inspection
- NJ Transit, Task Order Contract - Construction Management Services
- Battery Park City Authority, On Call Engineering Services - CI/CM
- Southeastern Pennsylvania Transportation Authority, GEC - Construction Management and Inspection Services
- Delaware River Joint Toll Bridge Commission, Construction Management Services Task Order Agreement
- City of Philadelphia - Division of Aviation, On-Call Construction Management Services
- Maryland Transit Administration, On-Call Construction Management & Inspection for Statewide Construction Projects

Since our inception in 1991, the professionals at KSE have dedicated themselves to providing excellence in engineering design. The quality and on-time delivery of our services are key factors in our strong growth. The professionals at KSE understand that the projects on which we work become an intrinsic part of the communities that we serve. We are proud that our commitment to excellence has been recognized by our peers and colleagues. The following is a partial list of our recent awards and achievements:

#### **KS Engineers, P.C. - Awards (NJ, NY, PA)**

##### **2017**

- Silver Award from ACEC NY 2017; Distinguished Award from ACEC NJ 2017; ASCE Metropolitan Section Design-Build Project of the Year - *MTA Long Island Railroad, Design-Build Services for Colonial Road Bridge Replacement and Pocket Track Extension, Village of Thomaston, Town of North Hempstead, NY*
- Platinum Award ACEC NY 2017 - *New York City Dept. of Design & Construction, Installation of Trunk Water Mains in Astor Place and Cooper Square, Manhattan, NY*
- Distinguished Award from ACEC NJ - *County of Essex, South Orange Avenue Traffic Improvements – CM*



Engineers . Surveyors . Construction Managers

**KS Engineers, P.C.** 65 Broadway, Suite 1002, New York, NY 10006 . Tel:212.616.2657 Fax:212.616.3060 .www.kseng.com

**2016**

- NJ Biz Top Minority-Owned Businesses
- NJ Biz Top Construction Management Firms
- NJ Biz Top 250 Private Companies

**2015**

- ENR/Engineering News-Record - Top 100 Construction Management-For-Fee Firms
- NJ Biz Top Construction Management Firms

**2014**

- Silver Award for Engineering Excellence - ACEC NY / Distinguished Award for Engineering Excellence - ACEC NJ - *New York State Thruway Authority, Installation of ITS Devices in New York Division, Rockland, Westchester, Orange & Ulster Counties, NY*
- ENR/Engineering News-Record - Top 100 Construction Management-For-Fee And PM Firms

**2013**

- Silver Award for Engineering Excellence - ACEC NY - *New York City Department of Design and Construction, Reconstruction of Pratt Avenue Area, Bronx, NY*
- ENR/Engineering News-Record - Top 100 Professional Service Firms
- NJ Biz Top Construction Management Firms

**2012**

- NJ Biz Top Construction Management Firms

**2011**

- NJ Biz 50 Fastest Growing Companies

viii) **Copies of all state and local licenses and permits.**  
See attached, NYS Certifications.

# NYS Department of State

## Division of Corporations

### Entity Information

The information contained in this database is current through May 31, 2017.

---

**Selected Entity Name:** KS ENGINEERS, P.C.

**Selected Entity Status Information**

**Current Entity Name:** KS ENGINEERS, P.C.

**DOS ID #:** 2211619

**Initial DOS Filing Date:** DECEMBER 24, 1997

**County:** NEW YORK

**Jurisdiction:** NEW JERSEY

**Entity Type:** FOREIGN PROFESSIONAL CORPORATION

**Current Entity Status:** ACTIVE

**Selected Entity Address Information**

**DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)**

KS ENGINEERS, P.C.

494 BROAD STREET 4TH FL

NEWARK, NEW JERSEY, 07102

**Chief Executive Officer**

KAMAL SHAHID

494 BROAD STREET

4TH FLOOR

NEWARK, NEW JERSEY, 07102

**Principal Executive Office**

KAMAL SHAHID

4 HASTINGS ROAD

HOLMDEL, NEW JERSEY, 07733

**Registered Agent**

NONE

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

**\*Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

\*Stock information is applicable to domestic business corporations.

**Name History**

Filing Date	Name Type	Entity Name
DEC 24, 1997	Actual	KS ENGINEERS, P.C.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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#### Business Entity Information \*

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01/19/2018

**Name :** KS ENGINEERS PC

**Street Address :**

494 BROAD STREET

4TH FLOOR

NEWARK, NJ 071020000

**Business Entity :** Professional Service Corporation

**PSC # :** 080287

**Initial Filing Date :** 12/24/97

**Current through :** 06/30/18

**Certificate of Authorization to provide Land Surveying Services in New York State :**

YES CERT# 0014180 EXPIRES 08/20

**Certificate of Authorization to provide Professional Engineering Services in New York State :**

YES CERT# 0012123 EXPIRES 02/18

**Officers, Directors, Shareholders :** Click on license number link to the left of professional's name for detailed information.

[050295](#) RUPNARAIN DAVID DYAL -

[051898](#) MOUTAL HARVEY P -

[053085](#) ALAIMO DIEGO -

[054989](#) FREGA FRANK A -

[060049](#) BROBERG GEORGE ROBERT -

[061209](#) BRASACCHIO LUIGI PIETRO PAOLO -

[066222](#) SHAHID M KAMAL -

[070751](#) PERLMUTTER JACOB R -

[073077](#) ASSIS GEORGE FOUAD -

[095648](#) ULLIKASHI PRADEEP -

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**THE UNIVERSITY OF THE STATE OF NEW YORK  
EDUCATION DEPARTMENT**

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 721  
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AL  
IS GRANTED WHICH ENTITLES

**KS ENGINEERS PC  
494 BROAD STREET  
4TH FLOOR  
NEWARK, NJ 07102-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW Y  
THE PERIOD 03/01/2015 TO 02/28/2018.

*D. E. Lentivech*

DOUGLAS E LENTIVECH  
DEPUTY COMMISSIONER  
FOR THE PROFESSIONS

CERTIFICATE NUMBER  
0012123



*John B. ...*  
JOHN B  
PRESIDENT OF  
AND COMMISSION



**THE UNIVERSITY OF THE STATE OF NEW YORK  
EDUCATION DEPARTMENT**

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE  
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION  
IS GRANTED WHICH ENTITLES

**KS ENGINEERS PC  
494 BROAD STREET  
4TH FLOOR  
NEWARK, NJ 07102-0000**

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD  
09/01/2017 TO 08/31/2020.



**CERTIFICATE NUMBER  
0014180**

*Maryellen Elia*  
**MARYELLEN ELIA  
COMMISSIONER OF EDUCATION**

KS ENGINEERS, P.C.

FINANCIAL STATEMENTS

(See Independent Accountant's Review Report)

FOR THE YEAR ENDED DECEMBER 31, 2015

# ***BILLET, FEIT AND PREIS, P.C.***

Certified Public Accountants and Consultants  
42 Broadway, Suite 1815, New York, NY 10004  
Tel: (212) 425 -3300 Fax: (212) 425-3131

## **INDEPENDENT ACCOUNTANT'S REVIEW REPORT**

To The Board of Directors  
KS Engineers, P.C.  
Newark, NJ 07102

We have reviewed the accompanying financial statements of KS Engineers, P.C., which comprise the balance sheet as of December 31, 2015, and the related statements of operations and retained earnings and cash flow for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement whether due to fraud or error.

### **Accountant's Responsibility**

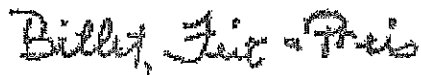
Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

**Accountant's Conclusion**

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Respectfully submitted,

BILLET, FEIT & PREIS, P.C.

A handwritten signature in cursive script that reads "Billet, Feit & Preis".

Certified Public Accountants

New York  
August 2, 2016

**KS ENGINEERS, P.C.**

BALANCE SHEET  
DECEMBER 31, 2015

**ASSETS - COLLATERALIZED**

Current Assets

Cash and cash equivalents	\$ 1.104
Accounts receivable	9,842,908
Retainage receivable - current portion	250,000
Unbilled engineering costs	6,485,352
Costs and estimated earnings in excess of billings on uncompleted contracts	1,933,596
Business Insurance Trust Receivable	6,551
Loan to related party - current portion	10,000
Prepaid expenses	223,725
Total Current Assets	<u>18,753,236</u>

Property & Equipment:

Vehicles, Office and Survey Equipment (net of accumulated depreciation \$245,315)	<u>360,245</u>
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Other Assets

Retainage receivable - noncurrent portion	595,537
Loans to related party - noncurrent portion	138,052
Officer loan	223,712
Investment in Joint Ventures	601
Security deposits	59,582
Total Other Assets	<u>1,017,484</u>

TOTAL ASSETS

\$20,130,965

**LIABILITIES AND STOCKHOLDERS' EQUITY**

Current Liabilities

Bank overdraft	\$ 508,792
Accounts payable	2,962,195
Accrued expenses and taxes payable	1,426,459
Bank revolving line of credit	3,136,780
Loans payable - current portion	41,184
Billing in excess of costs and estimated earnings on uncompleted contracts	879,091
Total Current Liabilities	<u>8,954,501</u>

Long-Term Liabilities

Officer advances	108,850
Loans payable - noncurrent portion	29,498
Deferred rent	115,747
Deferred income taxes payable	258,770
Total Long-Term Liabilities	<u>512,865</u>
Total Liabilities	<u>9,467,366</u>

Stockholders' Equity

Common stock - par value \$.01, 500 shares authorized, 500 shares issued	314,900
Retained earnings	10,392,449
Less: Treasury stock, at cost, 250 shares	<u>(43,750)</u>
Total Stockholders' Equity	<u>10,663,599</u>

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY

\$20,130,965

See independent accountant's review report and accompanying notes to financial statements.

**KS ENGINEERS, P.C.**  
**STATEMENT OF OPERATIONS AND RETAINED EARNINGS**  
**FOR THE YEAR ENDED DECEMBER 31, 2015**

<u>Sales</u>		\$36,873,889
<u>Job Costs</u>		
Beginning unbilled engineering costs	\$ 4,332,350	
Direct labor including premium time	14,256,126	
Subcontracting and other direct costs	9,209,655	
	<u>27,798,131</u>	
Less: ending unbilled engineering costs	(6,485,352)	
Total Job Costs		<u>21,312,779</u>
Gross profit		15,561,110
<u>Operating Expenses</u>		
Indirect labor	7,596,476	
Payroll taxes	1,838,203	
Insurance	1,525,497	
Rent	871,975	
Professional Fees	620,679	
Officer Salary	484,600	
Auto Expense	423,961	
Depreciation and amortization	108,393	
Other indirect expenses	1,237,275	
Total Operating Expenses		<u>14,707,059</u>
Operating income		854,051
<u>Other Income and (Expenses)</u>		
Rental income	17,381	
Interest and Dividend income	1,514	
Miscellaneous income	3,628	
Loss on Joint Ventures	(399)	
Interest expense	(49,043)	
Total Other Income and (Expenses), net		<u>(26,919)</u>
Net income before provision for income taxes		827,132
Income taxes		<u>9,077</u>
Net income		818,055
Retained earnings - beginning of year		<u>9,574,394</u>
Retained earnings - end of year		<u>\$10,392,449</u>

See independent accountant's review report and accompanying notes to financial statements.

**KS ENGINEERS, P.C.**  
**STATEMENT OF CASH FLOWS**  
**FOR THE YEAR ENDED DECEMBER 31, 2015**

**Cash Flows From Operating Activities**

Net income	\$ 818,055
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation and amortization	108,393
(Increase) decrease in assets:	
Accounts receivable	(1,967,739)
Retainage receivable	(141,025)
Unbilled engineering costs	(2,153,002)
Costs in excess of billings	(67,176)
Employee loan	500
Prepaid expenses	(65,527)
Business Insurance Trust Receivable	(6,551)
Security deposits	(78)
Increase (decrease) in liabilities:	
Accounts payable	2,341,307
Accrued expenses and taxes payable	40,138
Billings in excess of costs	270,956
Deferred rent	6,167
Deferred income taxes	(6,527)
Total Adjustments	<u>(1,640,164)</u>
Net cash used by operating activities	<u>(822,109)</u>

**Cash Flows From Investing Activities**

Purchase of equipment	(231,820)
Purchase of vehicles	(66,750)
Investment in Joint ventures	(601)
Net cash used by investing activities	<u>(299,171)</u>

**Cash Flows From Financing Activities**

Decrease in bank overdraft	(719,440)
Increase in loans payable	13,765
Increase in loan to officer	(7,500)
Increase in line of credit	1,832,287
Net cash provided by financing activities	<u>1,119,112</u>

Net decrease in cash and cash equivalents	(2,168)
Cash and cash equivalents at beginning of period	3,272
Cash and cash equivalents at end of period	<u>\$ 1,104</u>

**Supplemental Disclosure**

Interest paid	\$ 49,043
Taxes paid	\$ 15,604
Noncash activity - Write off of fully depreciated assets	\$ 94,611

See independent accountant's review report and accompanying notes to financial statements.

## KS ENGINEERS, P.C.

### NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2015

(See Independent Accountant's Review Report)

#### NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

##### NATURE OF BUSINESS

KS Engineers, P.C. (the "Company") is a successor to Haks Engineers, a partnership which was formed April 29, 1991 for the purpose of providing professional engineering services in the architectural, civil, structural, and transportation fields. The Company was incorporated on July 29, 1994, and effective September 1, 1994, Haks Engineers, Partnership, assigned all its assets subject to all its liabilities, and all its contracts to Haks Engineers, P.C. New York. Haks Engineers, P.C. New Jersey was incorporated December 6, 1994. The Company's central operating office is located at 494 Broad Street in Newark, NJ. The Company provides all its services to different governmental agencies. On July 31, 1997, the Company purchased all the shares of the other stockholder, and the remaining sole stockholder of the Company sold his interest in Haks Engineers P.C. (NY).

##### BASIS OF PRESENTATION

The accompanying financial statements are prepared on the accrual basis of accounting in accordance with U.S. GAAP.

##### REVENUE RECOGNITION

The Company engineering and other services are performed primarily under long-term cost type contracts. Revenues are recognized when costs are incurred for cost type contracts and on a percentage-of-completion method for fixed price contracts. Anticipated contract losses of the Company are recognized in full when reasonably determined.

##### CASH AND CASH EQUIVALENTS

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. The Company, at times, maintains cash balance with financial institutions that may be in excess of the FDIC insurance limit.

##### ACCOUNTS RECEIVABLE

Accounts receivable represents the excess of contract billings over collections to date. The Company has determined that no provision for delinquent or uncollectible receivables is necessary based upon the nature of their governmental clientele and historic successful collections of all previous accounts receivable.

##### UNBILLED COSTS

Represent costs incurred to date in connection with jobs in progress but not yet billed to the prospective clients as of the balance sheet date.



**KS ENGINEERS, P.C.**

**NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2015**

(See Independent Accountant's Review Report)

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**RETAINAGE RECEIVABLE**

This account represents amounts retained by various government agencies until completion of their respective contracts with the Company. Management believes that all the retainage receivable is collectible.

**PROPERTY AND EQUIPMENT**

Property and Equipment are stated at cost net of accumulated depreciation. Betterments in excess of \$5,000 are capitalized and expenditures for repairs and maintenance are expensed in the period incurred. When items of property and equipment are sold or retired the related costs and accumulated depreciation are removed from the accounts and any gain or loss is included in income.

Depreciation is provided using the straight-line method over the estimated useful lives of the respective assets, as follows:

<u>Class</u>	<u>Useful Life</u>	<u>Cost</u>
Transportation equipment	5 years	\$ 154,243
Office equipment	7 years	6,335
Survey Equipment/Software	3 years	264,833
		<u>425,411</u>
Less: Accumulated depreciation		<u>(143,583)</u>
Net cost		<u>\$ 281,828</u>

Leasehold improvements are amortized over the shorter of the remaining term of the lease or the useful life of the improvement, utilizing the straight-line method as follows:

Leasehold improvements	10-15 years	\$180,149
Less: Accumulated amortization		<u>(101,732)</u>
Net cost		<u>\$ 78,417</u>

Depreciation and amortization expense for the year ended December 31, 2015 was \$96,159 and \$12,234 respectively.

**SECURITY DEPOSITS**

Security deposits represent deposits for office space rented by the Company.

**USE OF ESTIMATES**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions which affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

## KS ENGINEERS, P.C.

### NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2015 (CONTINUED)

(See Independent Accountant's Review Report)

#### NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

##### INCOME TAXES

The Company has elected under the provisions of the Internal Revenue Service Code to be a Professional Corporation and an "S" Corporation for both Federal and New Jersey income tax purposes. For tax purposes, the Company has elected to be on the cash basis. The provision for income taxes represents minimum New York State, New Jersey, Pennsylvania, Philadelphia and allocated New York City Corporation taxes, plus the change in deferred tax liability.

The federal and state tax returns of the Company, as detailed above, for 2012-2014 are subject to examination generally for three years after they are filed (four years for New Jersey). The Company has not been notified of any audit as of the report date.

##### ADVERTISING COSTS

Advertising costs are expensed as incurred. Total advertising amounted to \$7,980 for the year ended December 31, 2015.

##### FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of the Company's short term financial instruments such as receivables and payables approximate their fair values, based on the short-term maturities of these instruments.

##### CONCENTRATION OF CREDIT RISK

The Company's operations are dependent upon governmental infrastructure projects which represents all of the Company's revenue. The Company provides engineering services to the New York, New Jersey, Philadelphia, PA and New York City government agencies. Significant changes in the level of government projects could have a favorable or unfavorable impact on the Company.

#### NOTE 2 - UNBILLED COSTS

Represents costs incurred to date in connection with jobs in progress but not yet billed to clients as of the balance sheet date which include the following categories:

1) Costs incurred in calendar year 2015 and not billed until 2016	\$4,778,999
2) Costs incurred in calendar year 2015 for extra work performed and unbilled on two projects due to change orders pending approval	<u>1,706,353</u>
Total Unbilled costs	<u>\$6,485,352</u>

#### NOTE 3 - COSTS & ESTIMATED EARNINGS IN EXCESS OF BILLINGS

This reflects net under-billings to various agencies based on the difference between the provisional overhead billing rates and the actual unaudited overhead rates. As of December 31, 2015 the balance was \$1,933,596.

**KS ENGINEERS, P.C.**  
**NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2015 (CONTINUED)**  
**(See Independent Accountant's Review Report)**

**NOTE 4 - LOAN TO RELATED PARTY**

The loan represents a loan to a related party in the amount of \$150,000. The loan will be repaid over 15 years at \$10,000 a year with an interest rate of 3%. Payment due in 2015 was deferred to the following year.

**NOTE 5 - GOVERNMENT CONTRACT MATTERS**

The Company's contracts are subject to, among other regulations, regulations issued under the Federal Acquisition Regulations (FAR). These regulations can limit the recovery of certain specified indirect costs on contracts and subjects the Company to multiple audits by government agencies. In addition, most of the Company's state and local contracts are subject to termination at the discretion of the client.

Audits by the Government and other agencies consist of reviews of the Company's overhead rates, operating systems and cost proposals to ensure that the Company accounted for such costs in accordance with the Cost Accounting Standards of the FAR (CAS). If the government determines the Company has not accounted for such costs consistent with CAS, the government may disallow these costs. Historically, the Company has not had any material cost disallowances by the government as a result of audits. However, there can be no assurance that audits by the governmental agencies will not result in material cost disallowances in the future.

**NOTE 6 - PREPAID EXPENSES**

Prepaid expenses as of December 31, 2015 are comprised of the following:

Insurance	\$150,521
Rent	35,525
Software Licenses	15,173
Others	22,506
Total	<u>\$223,725</u>

**NOTE 7 - LINE OF CREDIT**

The Company has a Working Capital Sweep Plus bank line of credit in the form of a revolving term note (the Note) limited at \$6,000,000. The Note is secured by a first priority lien and security interest on the Company's accounts receivable. Interest is charged at the Wall Street Journal Prime Rate. At December 31, 2015 the amount due was \$3,136,780 and the interest rate at year end was 3.5%. The Note must be paid down to a limited balance of \$1,500,000 once a year for a full month. The Note is due to expire on August 31, 2016.

**NOTE 8 - BILLING IN EXCESS OF COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS**

This reflects net overbillings to various agencies based on the difference between the provisional billing rates and actual overhead rates. As of December 31, 2015 the balance was \$879,091.

**KS ENGINEERS, P.C.**

**NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2015 (CONTINUED)**

**(See Independent Accountant's Review Report)**

**NOTE 9 - OFFICER ADVANCES**

This represents non-interest advances extended to the Company. The officer does not intend to collect these advances during the next year.

**NOTE 10 - COMMITMENTS AND CONTINGENCIES**

a) The Company entered into lease on January 1, 2007 expiring December 31, 2020 for its office space at 494 Broad Street, Newark, NJ. At year end, the monthly rent was \$34,800.

b) On December 8<sup>th</sup> 2006 the Company entered into a six year lease for office space at 65 Broadway, New York, NY with an extension term expiring March 31, 2018. At year end the monthly rent was \$7,848.

Rent expense for these two leases are recorded ratably over the term of the lease, which results in deferred rent payable, as included in the balance sheet in accordance with FASB ASC 840.

c) The Company entered into a three year lease in July 2008 for space in Philadelphia, PA at 35 South 3<sup>rd</sup> Street- renewed and now due to expire on December 31, 2016. At year end the monthly rent was \$24,500.

d) The Company entered into a 5 year lease in September 2011 for space in Mt Laurel, NJ and now due to expire on August 31, 2016. On December 7, 2015 this lease was extended for 5 more years due to expire on August 31, 2021. At year end the monthly rent was \$4,497.

The following is a schedule by year of future annual rental payments required under these operating leases.

For the Year Ending December 31,

2016	\$ 816,601
2017	586,246
2018	521,619
2019	506,225
2020	515,808
Thereafter	36,865
TOTAL	<u>\$2,983,364</u>

Total rent expense for the year ending December 31, 2015 is \$871,975.

**KS ENGINEERS, P.C.**

**NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2015 (CONTINUED)**

(See Independent Accountant's Review Report)

**NOTE 10 - COMMITMENTS AND CONTINGENCIES (CONTINUED)**

e) Equipment leases - The Company has committed to eleven auto leases and two equipment leases. The remaining commitment for the leases is as follows:

For the Year Ending December 31,

2016	\$131,350
2017	110,918
2018	85,100
2019	64,661
2020	26,340
TOTAL	<u>\$418,369</u>

f) The Company is subject to various audits that arise in the ordinary course of its business activities. Each of these matters is subject to various uncertainties, and it is possible that some of these matters will be decided unfavorably against the Company. Management does not believe this would not have a material effect on its financial position or results of its operations.

**NOTE 11 - RELATED PARTY TRANSACTIONS**

The premises being rented in Philadelphia is owned by a related party. The amount of rent paid to the related party is \$294,000 for 2015.

**NOTE 12- PENSION**

Effective July 1, 1999, the Company adopted the KS Engineers, P.C. 401(k) Retirement Plan to provide retirement benefits for all its eligible employees. The Plan was amended and revised on January 1, 2000. The Plan is a defined contribution plan, to which the Company has the option to make discretionary contributions. The Company has total discretion about whether to make this type of contribution and the amount of the contribution, if any. During the year ending December 31, 2015, the Company contributed \$277,891 to the retirement plan.

Employees may participate in making elective Deferral Contributions, where the Company will match 50% of the employees' contribution of up to 6% of the employee's weekly compensation. Company contributions to the Plan become completely vested to the employees after six years of employment, or upon the employee reaching the normal retirement age of 65.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2015 (CONTINUED)

(See Independent Accountant's Review Report)

NOTE 13 - DEFERRED COMPENSATION PLAN

Effective January 1, 2001, the Company entered into Deferred Compensation Agreements with five of its key employees. The Company is obligated to set aside \$5,000 for each key employee per year to pay the deferred compensation benefits. The amounts set aside have been invested in flexible premium variable life insurance policies owned by the Company and issued by Mony Life Insurance Company, which policies will be utilized to pay benefits upon death, disability, retirement or termination of employment after eight years of vested service. As of December 31, 2015 only 1 employee is participating. The rest of the eligible employees have retired or resigned.

NOTE 14 - PROVISION FOR INCOME TAXES

The provision for income taxes is summarized as follows:

Current:

State and local	\$15,604
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Deferred:

Local	<u>(6,527)</u>
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	<u>\$ 9,077</u>
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The Company files its income taxes on a cash basis. Thus, accounts receivables, retainage receivables, unbilled costs and cost in excess of earnings give rise to future taxable temporary differences and accounts payable, accrued expenses, deferred rent and billings in excess of cost give rise to future deductible temporary differences. This represents the local deferred tax effect using an allocation factor to NYC of 21.3% and a tax rate of 8.85% (New York City corporation tax rate) of these temporary differences.

NOTE 15 - OTHER OPERATING EXPENSES

Other operating expenses is comprised of equipment leasing, computer related expenses, transportation expenses, telephone and utilities, office expenses, training, travel and meals and other incidentals.

NOTE 16 - SUBSEQUENT EVENTS

Management has evaluated subsequent events through August 2, 2016, the date on which the financial statements were available to be used. There were no matters to disclose.

NOTE 17 - BACKLOG

The Company's backlog totaled approximately \$122,000,000 as of the report date which includes contracts in progress as of the report date and contracts awarded or designated in favor of the Company as of the report date for which work has not yet commenced.

**KS ENGINEERS, P.C.**

**FINANCIAL STATEMENTS**

(See Independent Accountant's Review Report)

**FOR THE YEAR ENDED DECEMBER 31, 2014**

# ***BILLET, FEIT AND PREIS, P.C.***

Certified Public Accountants and Consultants  
42 Broadway, Suite 1815, New York, NY 10004  
Tel: (212) 425 -3300 Fax: (212) 425-3131

## **Independent Accountant's Review Report**

To The Board of Directors  
KS Engineers, P.C.  
Newark, NJ 07102

We have reviewed the accompanying financial statements of KS Engineers, P.C., (the Company), which comprise the balance sheet as of December 31, 2014 and the related statements of income and retained earnings and cash flows for the year than ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

### **Accountant's Responsibility**

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

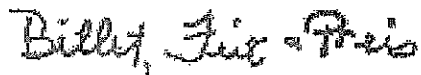


**Accountant's Conclusion**

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Respectfully submitted,

BILLET, FEIT & PREIS, P.C.

A handwritten signature in cursive script that reads "Billet, Feit & Preis".

Certified Public Accountants

New York  
June 19, 2015

**KS ENGINEERS, P.C.**

**BALANCE SHEET  
DECEMBER 31, 2014**

**ASSETS**

**Current Assets**

Cash and cash equivalents	\$ 3,272
Accounts receivable	7,875,169
Retainage receivable - current portion	250,000
Unbilled engineering costs	4,332,350
Costs and estimated earnings in excess of billings on uncompleted contracts	1,866,420
Employee loan	500
Loan to related party - current portion	10,000
Prepaid expenses	158,198
Total Current Assets	<u>14,495,909</u>

Fixed Assets (net of accumulated depreciation \$231,430)	<u>170,069</u>
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**Other Assets**

Retainage receivable - noncurrent portion	454,512
Loans to related party - noncurrent portion	138,052
Officer loan	216,212
Security deposits	59,504
Total Other Assets	<u>868,280</u>
TOTAL ASSETS	<u>\$15,534,258</u>

**LIABILITIES AND STOCKHOLDERS' EQUITY**

**Current Liabilities**

Bank overdraft	\$ 1,228,232
Accounts payable	620,889
Accrued expenses and taxes payable	1,386,321
Bank revolving line of credit	1,304,493
Loans payable - current portion	41,627
Billing in excess of costs and estimated earnings on uncompleted contracts	608,135
Total Current Liabilities	<u>5,189,697</u>

**Long-Term Liabilities**

Officer advances	108,850
Loans payable - noncurrent portion	15,290
Deferred rent	109,580
Deferred income taxes payable	265,297
Total Long-Term Liabilities	<u>499,017</u>
Total Liabilities	<u>5,688,714</u>

**Stockholders' Equity**

Common stock - par value \$.01, 500 shares authorized, 500 shares issued	314,900
Retained earnings	9,574,394
Less: Treasury stock, at cost, 250 shares	(43,750)
Total Stockholders' Equity	<u>9,845,544</u>

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u>\$15,534,258</u>
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See independent accountant's review report and notes to financial statements.

**KS ENGINEERS, P.C.**

**STATEMENT OF INCOME AND RETAINED EARNINGS**  
**FOR THE YEAR ENDED DECEMBER 31, 2014**

<u>Sales</u>		\$30,424,350
<u>Job Costs</u>		
Beginning unbilled engineering costs	\$ 4,162,746	
Direct labor including premium time	11,556,521	
Subcontracting and other direct costs	4,227,933	
	<u>19,947,200</u>	
Less: ending unbilled engineering costs	<u>(4,332,350)</u>	
Total Job Costs		<u>15,614,850</u>
Gross profit		14,809,500
<u>Operating Expenses</u>		
Indirect labor	6,395,310	
Officer's salary	417,600	
Rent	901,778	
Deprecation	49,958	
Insurance	1,543,809	
Professional Fees	666,912	
Auto expense	376,337	
Other indirect expenses	2,948,377	
Total Operating Expenses		<u>13,300,081</u>
Operating income		1,509,419
<u>Other Income and (Expenses)</u>		
Rental income	22,424	
Interest and Dividend income	1,088	
Miscellaneous income	427	
Gain on sale of vehicle	4,000	
Interest expense	<u>(25,471)</u>	
Total Other Income and (Expenses), net		<u>2,468</u>
Net income before provision for income taxes		1,511,887
Income taxes		<u>35,944</u>
Net income		1,475,943
Retained earnings - beginning of year		<u>8,098,451</u>
Retained earnings - end of year		<u>\$ 9,574,394</u>

See independent accountant's review report and notes to financial statements.

**KS ENGINEERS, P.C.**

**STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED DECEMBER 31, 2014**

**Cash Flows From Operating Activities**

Net income	\$ 1,475,943
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation	49,958
Gain on sale of vehicle	(4,000)
(Increase) decrease in assets:	
Accounts receivable	(1,182,027)
Retainage receivable	(120,696)
Unbilled engineering costs	(169,604)
Costs in excess of billings	(165,399)
Employee loan	2,500
Prepaid expenses	(78,536)
Security deposits	(78)
Increase (decrease) in liabilities:	
Accounts payable	(308,554)
Accrued expenses and taxes payable	508,573
Billings in excess of costs	77,865
Deferred rent	16,057
Deferred income taxes	23,965
Total Adjustments	<u>(1,349,976)</u>
Net cash provided by operating activities	<u>125,967</u>

**Cash Flows From Investing Activities**

Purchase of software	(33,015)
Proceeds from sale of vehicle	4,000
Net cash used by investing activities	<u>(29,015)</u>

**Cash Flows From Financing Activities**

Increase in bank overdraft	616,209
Increase in loans payable	14,576
Increase in loan to officer	(1,000)
Decrease in line of credit	(727,870)
Net cash used by financing activities	<u>(98,085)</u>

Net decrease in cash and cash equivalents	(1,133)
Cash and cash equivalents at beginning of period	4,405
Cash and cash equivalents at end of period	<u>\$ 3,272</u>

**Supplemental Disclosure**

Interest paid	<u>\$ 25,471</u>
Taxes paid	<u>\$ 11,979</u>
Noncash activity - software purchase through 100% financing	<u>\$ 33,015</u>

See independent accountant's review report and notes to financial statements.

## KS ENGINEERS, P.C.

### NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2014

(See Independent Accountant's Review Report)

#### NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

##### ORGANIZATION AND NATURE OF BUSINESS

The Company is a successor to Haks Engineers, a partnership which was formed April 29, 1991 for the purpose of providing professional engineering services in the architectural, civil, structural, and transportation fields. The Company was incorporated on July 29, 1994, and effective September 1, 1994, Haks Engineers, Partnership, assigned all its assets subject to all its liabilities, and all its contracts to Haks Engineers, P.C. New York. Haks Engineers, P.C. New Jersey was incorporated December 6, 1994. The Company's central operating office is located at 494 Broad Street in Newark, NJ. The Company provides all its services to different governmental agencies. On July 31, 1997, the Company purchased all the shares of the other stockholder, and the remaining sole stockholder of the Company sold his interest in Haks Engineers P.C. (NY).

##### BASIS OF PRESENTATION

The accompanying financial statements are prepared on the accrual basis of accounting in accordance with U.S. GAAP.

##### REVENUE RECOGNITION

The Company engineering and other services are performed primarily under long-term cost type contracts. Revenues are recognized when costs are incurred for cost type contracts and on a percentage-of-completion method for fixed price contracts. Anticipated contract losses of the Company are recognized in full when reasonably determined. Unbilled engineering costs represent costs incurred during design and construction management in progress, which have not as yet been billed to the client. In addition it includes the excess of the actual rate over provisionally billed rates.

##### CASH AND CASH EQUIVALENTS

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. The Company, at times, maintains cash balance with financial institutions that may be in excess of the FDIC insurance limit.

##### ACCOUNTS RECEIVABLE

Accounts receivable represents the excess of contract billings over collections to date. The Company has determined that no provision for delinquent or uncollectible receivables is necessary based upon the nature of their governmental clientele and historic successful collections of all previous accounts receivable. Consequently, no allowance for doubtful accounts is deemed required by management as of the balance sheet date. There was no bad debt expense for the year ending December 31, 2014.

**KS ENGINEERS, P.C.**

**NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2014**

(See Independent Accountant's Review Report)

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**FIXED ASSETS**

Fixed assets are stated at cost net of accumulated depreciation. The costs of additions and betterments in excess of \$5,000 are capitalized and expenditures for repairs and maintenance are expensed in the period incurred.

Depreciation is provided using the straight-line method over the estimated useful lives of the respective assets, as follows:

<u>Class</u>	<u>Useful Life</u>	<u>Cost</u>
Transportation equipment	5 years	\$ 158,477
Machinery and equipment	7 years	29,858
Software	3 years	33,015
		<u>221,350</u>
Less: Accumulated depreciation		<u>(143,862)</u>
Net cost		<u>\$ 77,488</u>

Leasehold improvements are amortized over the shorter of the remaining term of the lease or the useful life of the improvement, utilizing the straight-line method as follows:

Leasehold improvements	10-15 years	\$180,149
Less: Accumulated amortization		<u>(87,568)</u>
Net cost		<u>\$ 92,581</u>

**SECURITY DEPOSITS**

Security deposits represent deposits for office space rented by the Company.

**INCOME TAXES**

The Company has elected under the provisions of the Internal Revenue Service Code to be a Professional Corporation and an "S" Corporation for both Federal and New Jersey income tax purposes. Accordingly, no provision has been made for Federal Income Taxes, since any income tax is passed directly to the shareholder. The Company also prepares tax returns for Philadelphia, PA, the states of Pennsylvania and New York, as well as New York City. The provision for taxes is based primarily on New York City Corporation Taxes due (reported on the cash basis) plus the change in deferred tax liability.

The Company files income tax returns in the U.S. in several states and cities. With the exception of New Jersey which may audit the last four years, the Company is no longer subject to U.S. federal, state or local tax examinations by taxing authorities for years before 2011. The years 2011 to 2013 remain subject to examination by taxing authorities. The Company has not been notified of any audit as of the report date.

**KS ENGINEERS, P.C.**

**NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2014 (CONTINUED)**

(See Independent Accountant's Review Report)

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**ADVERTISING COSTS**

Advertising costs are expensed as incurred. Total advertising amounted to \$10,310 for the year ended December 31, 2014.

**USE OF ESTIMATES**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions which affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

**FAIR VALUE OF FINANCIAL INSTRUMENTS**

The carrying amounts of cash and cash equivalents, receivables and payables approximate their fair value due to their short term maturity.

**CONCENTRATION OF CREDIT RISK**

All of the Company's revenues are earned from various state and local governmental agencies primarily within the NY City and Philadelphia Metropolitan areas.

The Company's operations are substantially dependent on governmental infrastructure projects. Significant changes in the level of government projects could have a favorable or unfavorable impact on the Company.

**NOTE 2 - UNBILLED COSTS**

Represents costs incurred to date in connection with jobs in progress but not yet billed to clients as of the balance sheet date which include the following categories:

1) Costs incurred in calendar year 2014 and not billed until 2015	\$3,657,144
2) Costs incurred in calendar year 2014 for extra work performed and unbilled on two projects due to change orders pending approval	<u>675,206</u>
Total Unbilled costs	<u>\$4,332,350</u>

**NOTE 3 - RETAINAGE RECEIVABLE**

This account represents amounts retained by various government agencies until completion of their respective contracts with the Company. Management believes that all of the retainage receivable is collectible as of December 31, 2014.

**KS ENGINEERS, P.C.**  
**NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2014 (CONTINUED)**  
**(See Independent Accountant's Review Report)**

**NOTE 4 - COSTS & ESTIMATED EARNINGS IN EXCESS OF BILLINGS**

This reflects net under-billings to various agencies based on the difference between the provisional overhead billing rates and the actual unaudited overhead rates. As of December 31, 2014 the balance was \$1,866,420.

**NOTE 5 - LOAN TO RELATED PARTY**

The loan represents a loan to a related party in the amount of \$150,000. The loan will be repaid over 15 years at \$10,000 a year with an interest rate of 3%. Payment due in 2014 was deferred to the following year.

**NOTE 6 - GOVERNMENT CONTRACT MATTERS**

The Company's contracts are subject to, among other regulations, regulations issued under the Federal Acquisition Regulations (FAR). These regulations can limit the recovery of certain specified indirect costs on contracts and subjects the Company to multiple audits by government agencies. In addition, most of the Company's state and local contracts are subject to termination at the discretion of the client.

Audits by the Government and other agencies consist of reviews of the Company's overhead rates, operating systems and cost proposals to ensure that the Company accounted for such costs in accordance with the Cost Accounting Standards of the FAR (CAS). If the government determines the Company has not accounted for such costs consistent with CAS, the government may disallow these costs. Historically, the Company has not had any material cost disallowances by the government as a result of audits. However, there can be no assurance that audits by the governmental agencies will not result in material cost disallowances in the future.

**NOTE 7 - PREPAID EXPENSES**

Prepaid expenses as of December 31, 2014 are comprised of the following:

Insurance	\$ 74,102
Software licenses	25,057
Rent	42,275
Others	16,764
Total	<u>\$158,198</u>

**NOTE 8 - LOANS PAYABLE - BANK**

The Company has a Working Capital Sweep Plus bank line of credit in the form of a revolving term note (the Note) limited at \$6,000,000. The Note is secured by a first priority lien and security interest on the Company's accounts receivable. Interest is charged at the Wall Street Journal Prime Rate. At December 31, 2014 the amount due was \$1,304,493 and the interest rate at year end was 3.25%. The Note must be paid down to a limited balance of \$1,500,000 once a year for a full month. The Note is due to expire on August 31, 2016.



**KS ENGINEERS, P.C.**

**NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2014 (CONTINUED)**  
(See Independent Accountant's Review Report)

**NOTE 9 - BILLING IN EXCESS OF COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS**

This reflects net overbillings to various agencies based on the difference between the provisional billing rates and actual overhead rates.

**NOTE 10 - OFFICER ADVANCES**

This represents non-interest advances extended to the Company. The officer does not intend to collect these advances during the next year.

**NOTE 11 - COMMITMENTS AND CONTINGENCIES**

a) The Company entered into lease on January 1, 2007 expiring December 31, 2020 for its office space at 494 Broad Street, Newark, NJ. At year end, the monthly rent was \$34,075.00.

b) On December 8<sup>th</sup> 2006 the Company entered into a six year lease for office space at 65 Broadway, New York, NY with an extension term expiring March 31, 2018. At year end the monthly rent was \$7,474.

Rent expense for these two leases are recorded ratably over the term of the lease, which results in deferred rent payable, as included in the balance sheet in accordance with FASB ASC 840.

c) The Company entered into a three year lease in July 2008 for space in Philadelphia, PA at 35 South 3<sup>rd</sup> Street- renewed and now due to expire on December 31, 2015. At year end the monthly rent was \$25,000.

d) The Company entered into a 5 years lease in September 2012 for space in Mt Laurel, NJ. At year end the monthly rent was \$4,306.

The following is a schedule by year of future annual rental payments required under these operating leases.

For the Year Ending December 31,

2015	\$ 810,661
2016	522,601
2017	534,190
2018	468,679
2019	452,400
Thereafter	461,100
TOTAL	<u>\$3,249,631</u>

**KS ENGINEERS, P.C.**

**NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2014 (CONTINUED)**

**(See Independent Accountant's Review Report)**

**NOTE 12 - RELATED PARTY TRANSACTIONS**

The premises being rented in Philadelphia is owned by a related party. The amount of rent paid to the related party is \$294,000 for 2014.

**NOTE 13- PENSION**

Effective July 1, 1999, the Company adopted the KS Engineers, P.C. 401(k) Retirement Plan to provide retirement benefits for all its eligible employees. The Plan was amended and revised on January 1, 2000. The Plan is a defined contribution plan, to which the Company has the option to make discretionary contributions. The Company has total discretion about whether to make this type of contribution and the amount of the contribution, if any. During the year ending December 31, 2014, the Company contributed \$213,810 to the retirement plan.

Employees may participate in making elective Deferral Contributions, where the Company will match 50% of the employees' contribution of up to 6% of the employee's weekly compensation. Company contributions to the Plan become completely vested to the employees after six years of employment, or upon the employee reaching the normal retirement age of 65.

**NOTE 14 - DEFERRED COMPENSATION PLAN**

Effective January 1, 2001, the Company entered into Deferred Compensation Agreements with five of its key employees. The Company is obligated to set aside \$5,000 for each key employee per year to pay the deferred compensation benefits. The amounts set aside have been invested in flexible premium variable life insurance policies owned by the Company and issued by Mony Life Insurance Company, which policies will be utilized to pay benefits upon death, disability, retirement or termination of employment after eight years of vested service. As of December 31, 2014 only 1 employee is participating. The rest of the eligible employees have retired or resigned.

**NOTE 15 - BACKLOG**

The Company's backlog as of December 31, 2014 is approximately \$86,000,000. This backlog includes the following:

- a. Remaining contract amounts which have not yet been performed for ongoing projects for which contracts have been signed.
- b. Contracts which have been signed, but work has not started.
- c. Contracts which have not been signed but the Company has been designated as the engineering firm for these contracts.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2014 (CONTINUED)

(See Independent Accountant's Review Report)

NOTE 16 - PROVISION FOR INCOME TAXES

The provision for income taxes is summarized as follows:

<u>Current:</u>	
State and local	\$11,979
 <u>Deferred:</u>	
Local	<u>23,965</u>
	 <u>\$35,944</u>

The net deferred tax liability arises mainly due to revenue recognition differences between the accrual method of accounting and the cash basis used for the Company's income tax returns. Per past history of the Company and the Company's estimate for 2015, the deferred tax liability of \$265,297 is not expected to be paid within the next twelve months.

NOTE 17 - SUBSEQUENT EVENTS

Management has evaluated subsequent events through June 19, 2015, the date on which the financial statements were available to be issued. There are no material subsequent events requiring disclosure.

KS ENGINEERS, P.C.

FINANCIAL STATEMENTS

(See Independent Accountant's Review Report)

FOR THE YEAR ENDED DECEMBER 31, 2013

# ***BILLET, FEIT AND PREIS, P.C.***

Certified Public Accountants and Consultants

Elihu Baer  
Jeffrey Morgenstern  
Joseph Morgenstern  
Robert Preis  
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42 Broadway -- Suite 1815  
New York, New York 10004

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Phone: (212) 425-3300  
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## Independent Accountant's Review Report

To The Board of Directors  
KS Engineers, P.C.  
Newark, NJ 07102

We have reviewed the accompanying balance sheet of KS Engineers, P.C., (the Company) as of December 31, 2013 and the related statements of income and retained earnings and cash flows for the year then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

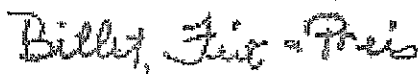
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Respectfully submitted.

BILLET, FEIT & PREIS, P.C.



Certified Public Accountants

June 19, 2014

**KS ENGINEERS, P.C.**  
**BALANCE SHEET**  
**DECEMBER 31, 2013**

**ASSETS**

**Current Assets**

Cash and cash equivalents	\$ 4,405
Accounts receivable	6,693,142
Retainage receivable - current portion	145,750
Unbilled engineering costs	4,162,746
Costs and estimated earnings in excess of billings on uncompleted contracts	1,701,022
Employee loan	3,000
Loan to related party - current portion	10,000
Prepaid expenses	79,662
Total Current Assets	<u>12,799,727</u>

Fixed Assets (net of accumulated depreciation \$594,333)	<u>187,012</u>
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**Other Assets**

Retainage receivable - less current portion	438,066
Loans to related party - non-current portion	138,052
Officer loan	215,212
Security deposit	59,427
Total Other Assets	<u>850,757</u>

<b>TOTAL ASSETS</b>	<b><u>\$13,837,496</u></b>
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**LIABILITIES AND STOCKHOLDERS' EQUITY**

**Current Liabilities**

Bank overdraft	\$ 612,023
Accounts payable	929,443
Accrued expenses and taxes payable	877,749
Bank revolving line of credit	2,032,363
Loans payable - auto - current portion	14,114
Billing in excess of costs and estimated earnings on uncompleted contracts	530,270
Total Current Liabilities	<u>4,995,962</u>

**Long-Term Liabilities**

Officer advances	108,850
Loans payable - banks - less current portion	28,227
Deferred rent	93,524
Deferred income taxes payable	241,332
Total Long-Term Liabilities	<u>471,933</u>
Total Liabilities	<u>5,467,895</u>

**Stockholders' Equity**

Common stock - par value \$.01, 500 shares authorized, 500 shares issued	314,900
Retained earnings	8,098,451
Less: Treasury stock, at cost, 250 shares	<u>(43,750)</u>
Total Stockholders' Equity	<u>8,369,601</u>

<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>	<b><u>\$13,837,496</u></b>
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See independent accountant's review report and notes to financial statements.

**KS ENGINEERS, P.C.**

**STATEMENT OF INCOME AND RETAINED EARNINGS**  
**FOR THE YEAR ENDED DECEMBER 31, 2013**

<u>Sales</u>		\$26,555,485
<u>Job Costs</u>		
Beginning unbilled engineering costs	\$ 3,980,225	
Direct labor including premium time	9,336,516	
Subcontracting and other direct costs	4,530,863	
	<u>17,847,604</u>	
Less: ending unbilled engineering costs	4,162,746	
Total Job Costs		<u>13,684,858</u>
Gross profits		12,870,627
<u>Operating Expenses</u>		
Indirect labor	5,840,083	
Officer's salary	386,800	
Rent	836,266	
Deprecation	64,462	
Other indirect expenses	4,783,838	
Total Operating Expenses		<u>11,911,449</u>
Operating income		959,178
<u>Other Income and (Expenses)</u>		
Rental income	22,369	
Interest income	708	
Dividend	460	
Gain on sale of vehicle	5,000	
Misc. income	1,551	
Interest expense	(59,516)	
Total Other Income and (Expenses)		<u>(29,428)</u>
Net income before provision for income taxes		929,750
Income taxes		<u>41,992</u>
Net income		887,758
Retained earnings - beginning of year, as restated		<u>7,210,693</u>
Retained earnings - end of year		<u>\$8,098,451</u>

See independent accountant's review report and notes to financial statements.

**KS ENGINEERS, P.C.**

**STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED DECEMBER 31, 2013**

**Cash Flows From Operating Activities**

Net income	\$ 887,758
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation	64,462
Deferred income taxes	31,562
Deferred rent	19,888
Gain on sale of vehicle	(5,000)
(Increase) decrease in assets:	
Accounts receivable	(933,378)
Retainage receivable	(48,293)
Unbilled engineering costs	(182,521)
Costs in excess of billings	(320,490)
Prepaid expenses	133,570
Security deposits	(220)
Increase (decrease) in liabilities:	
Bank overdraft	(17,463)
Accounts payable	534,289
Accrued expenses	(8,657)
Billing in excess of costs	4,789
Client deposit	(29,500)
Total Adjustments	<u>(756,962)</u>
Net cash provided by operating activities	<u>130,796</u>

**Cash Flows From Investing Activities**

Purchase of vehicle	(36,466)
Proceeds from sale of vehicle	5,000
Net cash used by investing activities	<u>(31,466)</u>

**Cash Flows From Financing Activities**

Decrease in loan	(162,562)
Increase in loan payable vehicle	42,341
Increase in line of credit	23,300
Net cash used by financing activities	<u>(96,921)</u>

Net increase in cash and cash equivalents	2,409
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Cash and cash equivalents at beginning of period	1,996
Cash and cash equivalents at end of period	<u>\$ 4,405</u>

**Supplemental Disclosure**

Interest paid	\$ 59,516
Taxes paid	<u>\$ 10,430</u>

See independent accountant's review report and notes to financial statements.



## KS ENGINEERS, P.C.

### NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2013

(See Independent Accountant's Review Report)

#### NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

##### ORGANIZATION AND NATURE OF BUSINESS

The Company is a successor to Haks Engineers, a partnership which was formed April 29, 1991 for the purpose of providing professional engineering services in the architectural, civil, structural, and transportation fields. The Company was incorporated on July 29, 1994, and effective September 1, 1994, Haks Engineers, Partnership, assigned all its assets subject to all its liabilities, and all its contracts to Haks Engineers, P.C. New York. Haks Engineers, P.C. New Jersey was incorporated December 6, 1994. The Company's central operating office is located at 494 Broad Street in Newark, NJ. The Company provides all its services to different governmental agencies. On July 31, 1997, the Company purchased all the shares of the other stockholder, and the remaining sole stockholder of the Company sold his interest in Haks Engineers P.C. (NY).

##### BASIS OF PRESENTATION

The accompanying financial statements are prepared on the accrual basis of accounting in accordance with U.S. GAAP.

##### REVENUE RECOGNITION

The Company engineering and other services are performed primarily under long-term cost type contracts. Revenues are recognized when costs are incurred for cost type contracts and on a percentage-of-completion method for fixed price contracts. Anticipated contract losses of the Company are recognized in full when reasonably determined. Unbilled engineering costs represent costs incurred during design and construction management in progress, which have not as yet been billed to the client. In addition it includes the excess of the actual rate over provisionally billed rates.

##### CASH AND CASH EQUIVALENTS

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. The Company, at times, maintains cash balance with financial institutions that may be in excess of the FDIC insurance limit.

##### ACCOUNTS RECEIVABLE

Accounts receivable represents the excess of contract billings over collections to date. The Company has determined that no provision for delinquent or uncollectible receivables is necessary based upon the nature of their governmental clientele and historic successful collections of all previous accounts receivable. Consequently, no allowance for doubtful accounts is deemed required by management as of the balance sheet date.

## KS ENGINEERS, P.C.

### NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2013

(See Independent Accountant's Review Report)

#### NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

##### FIXED ASSETS

Fixed assets are stated at cost net of accumulated depreciation. Depreciation is provided using the straight-line methods over the estimated useful lives of the respective assets, as follows:

Transportation equipment	5 years
Machinery and equipment	5 years
Computer and software	3 years
Furniture and fixtures	5 years
Office equipment	5 years

Leasehold improvements are amortized over the shorter of the remaining term of the lease or the useful life of the improvement utilizing the straight-line method.

##### SECURITY DEPOSIT

Security deposits represent deposits for office space rented by the Company.

##### INCOME TAXES

The Company has elected under the provisions of the Internal Revenue Service Code to be a Professional Corporation and an "S" Corporation for both Federal and New Jersey income tax purposes. Accordingly, no provision has been made for Federal Income Taxes, since any income tax is passed directly to the shareholder. The Company also prepares tax returns for Philadelphia, PA, the states of Pennsylvania and New York, as well as New York City. The provision for taxes is based primarily on New York City Corporation Taxes due on the cash basis plus the change in deferred tax liability.

##### ADVERTISING COSTS

Advertising costs are expensed as incurred. Total advertising amounted to \$8,535 for the year ended December 31, 2013.

##### USE OF ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions which affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

##### FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of cash and cash equivalents, receivables and payables approximate their fair value due to their short term maturity.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2013 (CONTINUED)

(See Independent Accountant's Review Report)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

CONCENTRATION OF CREDIT RISK

All of the Company's revenues are earned from various state and local governmental agencies primarily within the NY City and Philadelphia Metropolitan areas.

The Company's operations are substantially dependent on governmental infrastructure projects. Significant changes in the level of government projects could have a favorable or unfavorable impact on the Company.

NOTE 2 - UNBILLED COSTS

Represents costs incurred to date in connection with jobs in progress but not yet billed to the prospective clients as of the balance sheet date.

NOTE 3 - RETAINAGE RECEIVABLE

This account represents amounts retained by various government agencies until completion of their respective contracts with the Company. Management believes that all of the retainage receivable is collectible as of December 31, 2013.

NOTE 4 - COSTS & ESTIMATED EARNINGS IN EXCESS OF BILLINGS

This reflects net under-billings to various agencies based on the difference between the provisional overhead billing rates and the actual unaudited overhead rates. As of December 31, 2013 the balance was \$1,701,022.

NOTE 5 - LOAN TO RELATED PARTY

Represents loan to a related party to be repaid over 15 years at \$10,000 a year with an interest rate of 3%.

NOTE 6 - CONTRACT CLAIMS

In accordance with the American Institute of Certified Public Accountants Statement of Position No. 81-1, "Accounting for performance of Construction - Type and Certain Production - Type Contracts," the Company records contract revenue related to claims only if it is probable that the claim will result in additional contract revenue and if the amount can be reliably estimated. If both criteria are met, the Company records revenue only to the extent that contract costs relating to the claim have been incurred. As of December 31, 2013 the company had no significant receivables related to contract claims.

**KS ENGINEERS, P.C.**

**NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2013 (CONTINUED)**

(See Independent Accountant's Review Report)

**NOTE 7 - GOVERNMENT CONTRACT MATTERS**

The Company's contracts are subject to, among other regulations, regulations issued under the Federal Acquisition Regulations (FAR). These regulations can limit the recovery of certain specified indirect costs on contracts and subjects the Company to multiple audits by government agencies. In addition, most of the Company's state and local contracts are subject to termination at the discretion of the client.

Audits by the Government and other agencies consist of reviews of the Company's overhead rates, operating systems and cost proposals to ensure that the Company accounted for such costs in accordance with the Cost Accounting Standards of the FAR (CAS). If the government determines the Company has not accounted for such costs consistent with CAS, the government may disallow these costs. Historically, the Company has not had any material cost disallowances by the government as a result of audits. However, there can be no assurance that audits by the governmental agencies will not result in material cost disallowances in the future.

**NOTE 8 - PREPAID EXPENSES**

Prepaid expenses as of December 31, 2013 are comprised of the following:

Insurance	\$44,879
Software licenses	21,671
Others	13,112
Total	<u>\$79,662</u>

**NOTE 9 - LOANS PAYABLE - BANK**

The Company has a Working Capital Sweep Plus bank line of credit in the form of a revolving term note limited at \$5,000,000. The Note is secured by a first priority lien and security interest on the Company's accounts receivable. Interest is charged at the Wall Street Journal Prime Rate. At December 31, 2013 the amount due was \$2,032,363. This revolving line of credit was amended as of February 18, 2013 when the borrowing limit was increased from \$3,500,000 to its current limit of \$5,000,000. The note must be cleaned down to a maximum of \$1,000,000 once a year for a full month. The loan is due to expire on August 31, 2014.

On November 11, 2008 the Company signed a term note for \$750,000 payable in monthly installments of \$14,626.67, against principal and interest, maturing on November 15, 2013. Interest was charged at 6.25% per annum. This term note was paid off as of February 2013 with proceeds from the new line of credit.

**NOTE 10 - BILLING IN EXCESS OF COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS**

This reflects net overbillings to various agencies based on the difference between the provisional billing rates and actual overhead rates.

**KS ENGINEERS, P.C.**

**NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2013 (CONTINUED)**  
**(See Independent Accountant's Review Report)**

**NOTE 11 - OFFICER ADVANCES**

This represents non-interest advances extended to the Company. The officer does not intend to collect these advances during the next year.

**NOTE 12 - COMMITMENTS AND CONTINGENCIES**

a) The Company entered into a twelve year lease on January 1, 2007 expiring December 31, 2020 for its office space at 494 Broad Street, Newark, NJ.

b) On December 8<sup>th</sup> 2006 the Company entered into a six year lease for office space at 65 Broadway, New York, NY with an extension term expiring March 31, 2015.

c) The Company entered into a three year lease in July 2008 for space in Philadelphia, PA at 35 South 3<sup>rd</sup> Street- renewed and now expiring December 31, 2015.

d) The Company entered into a 12 month renewable lease in February 2012 for space in Utica, NY.

e) The Company entered into a 5 years lease in September 2012 for space in Mt Laurel, NJ expiring August 31, 2016.

f) The Company entered into a month to month lease in September 2009 for space in North Bergen, NJ.

g) The Company entered into a 12 month renewable lease in January 2013 for space in Stamford, CT.

The following is a schedule by year of future annual rental payments required under these operating leases.

Years	
2014	\$ 798,597
2015	732,550
2016	426,300
2017	435,000
2018	443,700
Thereafter	913,500
TOTAL	<u>\$3,749,647</u>

**NOTE 13 - RELATED PARTY TRANSACTIONS**

The premises being rented in Philadelphia is owned by a related party. The amount of rent paid to the related party is \$441,000 for 2013.

**KS ENGINEERS, P.C.**

**NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2013 (CONTINUED)**

(See Independent Accountant's Review Report)

**NOTE 14- PENSION**

Effective July 1, 1999, the Company adopted the KS Engineers, P.C. 401(k) Retirement Plan to provide retirement benefits for all its eligible employees. The Plan was amended and revised on January 1, 2000. The Plan is a defined contribution plan, to which the Company has the option to make discretionary contributions. The Company has total discretion about whether to make this type of contribution and the amount of the contribution, if any. During the year ending December 31, 2013, the Company contributed \$199,875 to the retirement plan.

Employees may participate in making elective Deferral Contributions, where the Company will match 50% of the employees' contribution of up to 6% of the employee's weekly compensation. Company contributions to the Plan become completely vested to the employees after six years of employment, or upon the employee reaching the normal retirement age of 65.

**NOTE 15 - DEFERRED COMPENSATION PLAN**

Effective January 1, 2001, the Company entered into Deferred Compensation Agreements with five of its key employees. The Company is obligated to set aside \$5,000 for each key employee per year to pay the deferred compensation benefits. The amounts set aside have been invested in flexible premium variable life insurance policies owned by the Company and issued by Mony Life Insurance Company, which policies will be utilized to pay benefits upon death, disability, retirement or termination of employment after eight years of vested service. As of December 31, 2013 only 1 employee is participating. The rest have retired or resigned.

**NOTE 16 - BACKLOG**

The Company's backlog as of December 31, 2013 is approximately \$63,288,011.

This backlog includes the following:

- a. Remaining contract amounts which have not been billed for ongoing projects for which contracts have been signed.
- b. Contracts which have been signed, but work has not started.
- c. Contracts which have not been signed but the Company has been designated as the engineering firm for these contracts.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2013 (CONTINUED)

(See Independent Accountant's Review Report)

NOTE 17 - PROVISION FOR INCOME TAXES

The provision for income taxes is summarized as follows:

<u>Current:</u>	
State and local	\$10,430
 <u>Deferred:</u>	
Local	<u>31,562</u>
	<u>\$41,992</u>

The net deferred tax liability arises mainly due to revenue recognition differences between the financial and tax bases. Per past history of the Company and the Company's estimate of 2014, the deferred tax liability of \$241,332 is not expected to be paid within the next twelve months.

NOTE 18 - RESTATEMENT OF RETAINED EARNINGS

The Company has determined that a restatement of the December 31, 2012 financial statements is appropriate to correct accounting errors in prior years. The changes were a result of incorrect recognition of the deferred tax liability.

The restatement is summarized as follows:

	<u>As</u> <u>Previously</u> <u>Stated</u>	<u>As Restated</u>	<u>Effect On</u> <u>Retained</u> <u>Earnings</u>
Deferred tax liability	\$ -	\$209,770	\$(209,770)
Retained earnings, as previous stated	-	-	7,420,463
Retained earnings, as restated	<u>\$ -</u>	<u>\$ -</u>	<u>\$7,210,693</u>

NOTE 19 - SUBSEQUENT EVENTS

Management has evaluated subsequent events through June 19, 2014, the date on which the financial statements were available to be issued. There are no material subsequent events requiring disclosure.

## CERTIFICATION

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

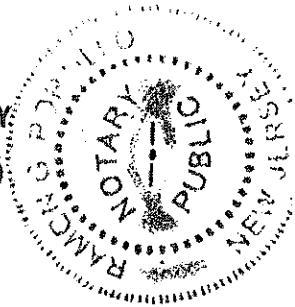
I, Kamal Shahid, PE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 19 day of January

2018

Notary Public

RAMON G. PORTILLO  
NOTARY PUBLIC OF NEW JERSEY  
I.D. # 50022321  
My Commission Expires 8/31/2020



Name of submitting business: KS Engineers, P.C.

By: Kamal Shahid, PE

Print name

Signature

President

Title

01 / 19 / 2018

Date



COUNTY OF NASSAU

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

1. Name of the Entity: Elite Construction Company of NY, LLC

Address: 1225 Franklin Avenue Suite 325

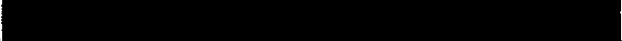
City, State and Zip Code: Garden City, New York 11520

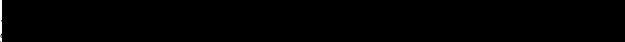
2. Entity's Vendor Identification Number: 27-5298729

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☒ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

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

Michael E. Reed, CCM 

Eze O. Small, CFM 

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

Michael E. Reed, CCM   
(51% Ownership)

Eze O. Small, CFM   
49% Ownership)

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

Elite Construction Contracting, LLC - Common Ownership

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

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

None

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

None

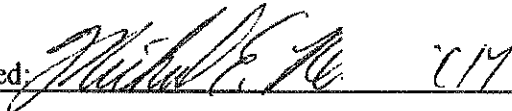
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

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

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

Dated: January 26, 2018

Signed:  2017

Print Name: Michael E. Reed, CCM

Title: Chief Executive Officer / Managing Member

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

COUNTY OF NASSAU

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

1. Name of the Entity: KS Engineers, P.C.

Address: 494 Broad Street, 4th Floor

City, State and Zip Code: Newark, NJ 07102

2. Entity's Vendor Identification Number: 22-3341410

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp ☒ Professional Corp. Other (specify)

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

Kamal Shahid, PE, [REDACTED]

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

Kamal Shahid, PE, [REDACTED] (100% Ownership)

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

None

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

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

None

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

None

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

None

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

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

Dated: January 19, 2018

Signed: 

Print Name: Kamal Shahid, PE

Title: President

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



## CONTRACT FOR SERVICES

### "ON-CALL" CONSTRUCTION MANAGEMENT SERVICES :

#### BUILDING CONSTRUCTION GROUP

#### AGREEMENT NO. B95102-02C-J

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Elite Construction of NY and KSE Engineers, P.C. a joint venture having its principal office at 1225 Franklin Avenue, Suite 325, Garden City, NY 11530 (the "Firm" or the "Contractor").

#### W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the two (2) year anniversary of the Commencement Date. (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any task order issued to the Firm, **prior to the expiration of date of the Agreement**, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2. Services.

(a) The services to be provided by the Firm under this Agreement consist of "On-Call" Construction Management Services: Building Construction Group. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Contractor shall not perform, nor be

compensated for, Extra Services without the prior written approval of the Commissioner or his or her duly designated deputy. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

### 3. Payment.

**Amount of Consideration.** The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed One Million (\$1,000,000) dollars.

(b) **Vouchers; Voucher Review, Approval and Audit.** Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) **Timing of Payment Claims.** The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) **No Duplication of Payments.** Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) **Payments in Connection with Termination or Notice of Termination.** Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(f) **Payments Relating to Services Rendered by Subcontractors.** The County retains the right, but not the obligation, prior to making any payment to the Contractor, to demand that the Contractor furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Contractor.

### 4. Ownership and Control of Work Product

#### (a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Firm

hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.

(iii) The Firm acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Firm shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Firm represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Firm has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Firm from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Firm hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.  
(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage,

and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices "EE" and "U" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of an indemnified party.

The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) Limitation of Liability. In no event shall either party be liable to the other for any indirect, special, consequential, incidental, or punitive damages arising out of this Agreement or any Task Order issued hereunder.

(e) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly

designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

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

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature

page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred Thirty Three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Contractor or any other entity, partner or joint venturer hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).


(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

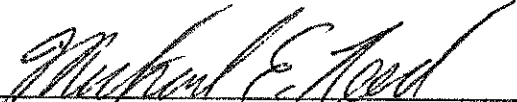
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IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

By:   
Name: Kamal Shahid, PE  
Title: President, KS Engineers  
Date: 11/6/2017

By:   
Name: Michael E. Reed, CC17  
Title: Chief Executive Officer, Elite Construction of NY, LLC  
Date: 11/9/2017

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Deputy County Executive

Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

**[Note to Departments:** County offices and bureaus that need to approve this Agreement in accordance with the Charter should evidence approval by signing the contract routing form and not by placing a signature on this Agreement.]

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

On the 9 day of November in the year 20017 before me personally came Michael E. Reed to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or ~~she~~ is the Chief Executive Officer of Elite Construction Company of NY, LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

*Denise M. Seaman*

DENISE M. SEAMAN  
Notary Public State of New York  
No 01SE6107859  
Qualified in Nassau County  
Commission Expires April 12, 2020

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 200\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 7<sup>th</sup> day of November in the year 20017 before me personally came Kamat Shahid to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Middlesex, NJ; that he or she is the President of KS Engineers, PC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

RAMON G. PORTILLO

NOTARY PUBLIC OF NEW JERSEY

I.D. # 50022321

My Commission Expires 8/31/2020



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 200\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

# APPENDIX "A"

## DETAILED SCOPE OF SERVICES

### On-Call Building Construction Management Services

#### 1. Scope of Services:

Subject to the written direction, control and supervision of the Commissioner and encumbrance thereof by the County Comptroller for the required purpose, the Firm agrees to perform on-call construction management and related engineering services, for various durations, at any of the County's facilities.

The services to be provided by the Firm under this Agreement consist of "On-Call" Construction Management Services for the County's Building Construction Group including, but not limited to, the furnishing of resident engineers, construction inspectors, scheduling services, cost estimating services, field survey services, evaluation of contractor's claims, pre-bid constructability reviews, and construction related engineering services.

The specific services required for each project will be more specifically set forth in a written request for a proposal and cost estimate which will be provided to the Firm when such services are needed by the County.

#### 2. Notification

The Firm agrees to review the County's request within the specified time limit and provide the County with a written proposal and cost estimate based on the terms and conditions of this Agreement. The County reserves the right to accept or reject any proposal and estimate from the Firm. Additionally, the County is not required to assign any work to the Firm under this Agreement.

The Department reserves the right to extend the number of work-hours for specific assignments at any time during the assignment. The Department reserves the right to make multiple project assignments for the site specific services. Further, the Department reserves the right to transfer or otherwise modify such specific assignments to another project on the site if deemed in their best interest.

#### 3. Task Order (Mission) Procedures

This Agreement is an on-call services agreement. Nothing contained in this agreement, shall be deemed to assign, or guarantee assignment of, any work to the Firm. Any work that may be assigned to the Firm is subject to all the terms and conditions contained in this Agreement.

a) Task Order Issuance and Submission of Proposal - in the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the "Mission") that provides a detailed description of the services the Department requires and the type of cost estimate it is requesting. Depending on urgency of the work, the Department may send the Task Order to the Firm for a response within a week. Under normal circumstances if the Task order is sent to the Firm, the Firm shall:

1) Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department's issuance of the Task Order; and

2) Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (i) (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (i)(B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order and (ii) the total time the Firm will require to complete the work described in the Task Order.

(b) Department review of Proposal and Cost Proposal:

1) The Department shall review the proposal and the Department may, in its sole and absolute discretion, (i) select the Firm to provide the requested services or a part of the service, (ii) reject the Proposal or (iii) request modifications to the proposal and grant additional time for the submission of a revised Proposal.

2) The Commissioner shall notify the selected Firm in writing of the Department's determination if the Proposal is accepted by the Department. The Department will issue a notice to proceed setting forth a start date and any additional terms and conditions that may apply.



## **APPENDIX "B"**

### **PAYMENT SCHEDULE**

Payment to the Firm for all services under this Agreement that may be authorized under this Agreement, shall be made as follows:

Compensation for services provided under the terms of this Agreement will be (i) on the basis of a lump sum or (ii) the actual salaries paid to the technical personnel engaged in performing the service, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of two and twenty eight hundredths (2.28). The method of determining compensation shall be established by the County for each project and set forth in the County's written request for a proposal and cost estimate.

Subcontractors engaged by the Firm shall be compensated on the same basis as provided herein for employees of the Firm. The Firm shall be reimbursed the actual cost of the fees of the subcontractor as approved by the County.

The Firm shall be reimbursed for the actual cost of "out-of-Pocket" expenses that have been approved in writing by the Commissioner of Public Works.

The Firm shall prepare and attach to this Agreement (as Appendix C - Wage Rate Schedule) a Maximum Hourly Wage Rate Schedule listing the job classifications, the maximum hourly wage rate for each classification and the Multiplier. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and seventy five dollars (\$175.00) .



## Appendix "EE"

### **Equal Employment Opportunities for Minorities and Women**

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

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

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

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

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

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

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

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

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

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

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request,

submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding

employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Michael E. Reed, CCM (Name)

1225 Franklin Avenue Suite 325 Garden City, NY 11530 (Address)

(516) 512-8983 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

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

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

November 6, 2017  
Dated

Michael E. Reed, CCM  
Signature of Chief Executive Officer

Michael E. Reed, CCM

Name of Chief Executive Officer

Sworn to before me this

6 day of November, 2017.

[Signature]  
Notary Public

DONNA M. MYLETT  
Notary Public State Of New York  
No. 01MY5022600  
Qualified In Nassau County  
My Commission Expires January 18, 2018

Appendix "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Kamal Shahid, KS Engineers, PC (Name)  
125 Tournament Drive, Monroe Township, NJ 08831 (Address)  
973-332-5930 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

11/7/2017  
Dated

  
Signature of Chief Executive Officer

Kamal Shahid, President, KS Engineers, PC  
Name of Chief Executive Officer

Sworn to before me this

7<sup>th</sup> day of November, 2017.

  
Notary Public

**RAMON G. PORTILLO**  
**NOTARY PUBLIC OF NEW JERSEY**  
**I.D. # 50022321**  
**My Commission Expires 8/31/2020.**





**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Office of the County Executive  
Att: Richard R. Walker, Chief Deputy County Executive

**FROM:** Department of Public Works

**DATE:** April 14, 2017

**SUBJECT:** "On-Call" Construction Management Services: Building Construction Group  
RFP No. PW-B95102-02C  
Recommendation of Award

The Nassau County Department of Public Works (NCDPW) intends to procure "On-Call" CM Services for our Building Construction Group. The services typically provided under an "On-Call" CM Services Agreement include furnishing Resident Engineers, Inspectors, Schedulers, Cost Estimators, field survey parties, evaluation of contractor claims, pre-bid constructability reviews, and construction related engineering services. These services will be needed to supplement our current staff of engineers and construction inspectors in the construction management efforts required for the various building construction projects currently in construction or anticipated to commence in 2017/ 2018.

The County received Seventeen (17) responses to the Request for Proposals (RFP), fifteen (15) of the proposals were eligible for review.

The technical proposals were evaluated by professional staff within the Department: Richard P. Millet, Chief Deputy Commissioner, Rakhal Maitra, P.E., Deputy Commissioner, Robert LaBaw, Architect III, John O'Dougherty, Building Inspector III and Joseph Amerigo, Civil Engineer II. The results of the Technical Evaluation including Cost Proposals are indicated in the table below.

Firm Name	Technical Rating	Rank	Cost Proposal (Comparison Only)	Multiplier
Liro Program & Construction Managers	91.2	1	\$610,600.00	2.2
Elite/ KSE	89.2	2	\$602,774.00	2.28
Jacobs	89.2	3	\$482,893.00	2.3
ARCADIS	89.0	4	\$636,991.00	2.3
Techno	88.2	5	\$653,073.16	2.3
D&B Architects & Engineers	87.8	6	\$677,725.00	2.3
Gannett Fleming	86.6	7	\$661,560.00	2.2
Aecom	86.0	8	\$587,239.00	2.15
H2M	84.6	9	\$647,597.00	2.3
Cashin	84.5	10	\$586,500.00	2.3
LKB	82.8	11	\$559,590.00	2.3
Armand	82.4	12	\$519,596.95	2.1
Cameron	81.6	13	\$506,352.76	2.3
Vournou	78.0	14	\$736,585.00	2.1
Baptiste	72.6	15	\$560,550.00	1.85



Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

April 14, 2017

Page 2

SUBJECT: "On-Call" Construction Management Services: Building Construction Group  
RFP No. PW-B95102-02C  
Recommendation of Award

In our professional judgment, the top ten (10) firms, having received a higher technical rating present the best value to the County. Furthermore, it is the Department's recommendation that each of the top ten (10) firms be retained to provide On-Call Building CM Services.

It should be noted that no specific scope of services was requested with this RFP since the services are of an "on-call" nature. A cost proposal was submitted separately in a sealed envelope as requested in the RFP. The firms selected to provide these CM services will be compensated on either a lump sum basis or the actual salaries paid to the technical personnel engaged in performing the services times a multiplier. Funding for these professional services will be available on a project specific capital improvement basis.

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

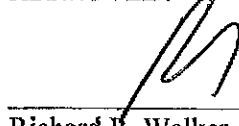


Richard P. Millet  
Chief Deputy Commissioner

RPM:RM:pl

c: Shila Shah-Gaynoudias, Commissioner  
Rakhal Maitra, Deputy Commissioner  
Kenneth G. Arnold, Assistant to Commissioner  
Robert LaBaw, Architect III  
Joseph Amerigo, Civil Engineer II  
John O'Dougherty, Building Construction Inspector III

APPROVED:



Richard R. Walker  
Chief Deputy County Executive

Date

4/18/2017

DISAPPROVED:

Richard R. Walker

Chief Deputy County Executive

Date

**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

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

**FROM:** Department of Public Works

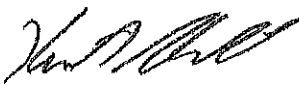
**DATE:** November 21, 2016

**SUBJECT:** CSEA Notification of a Proposed DPW Contract  
Proposed Contract No: PW-B95102-02C

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

1. DPW plans to recommend a contract/agreement for the following services:  
On-call Building Construction Management Services
2. The work involves the following:  
Providing Resident Engineer's, Inspector's, Cost Estimator's, Scheduler's and construction related engineering services.
3. An estimate of the cost is: \$5,000,000.00
4. An estimate of the duration is: Two (2) Years

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

  
Kenneth G. Arnold  
Assistant to Commissioner

KGa:RM:WSN:pl

- c: Christopher Fusco, Director, Office of Labor Relations  
Brian Libert, Deputy Director, Office of Labor Relations  
Keith Cromwell, Office of Labor Relations  
Rakhal Maltra, Deputy Commissioner  
William S. Nimmo, Deputy Commissioner  
Patricia Kivo, Unit Head, Human Resources Unit  
Loretta Dionisio, Hydrogeologist II  
Jonathan Lesman, Management Analyst II ✓  
Joseph Amerigo, Civil Engineer II



**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Joseph Amerigo, Civil Engineer II

**FROM:** Office of the Commissioner

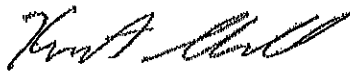
**DATE:** May 22, 2017

**SUBJECT:** CSEA Sub-Contracting Approval  
**C16-036 – PW-B95102-02C**  
On-Call Building Construction Management Services - Provide Resident Engineers,  
Cost Estimators, Schedulers, and Construction Related Engineering Services

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C16-036**.

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

If you have any questions, please speak with Jonathan Lesman.



Kenneth G. Arnold  
Assistant to Commissioner

KGA:las

c: Rakhai Maitra, Deputy Commissioner  
Loretta Dionisio, Hydrogeologist II  
Jonathan Lesman, Management Analyst II



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

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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

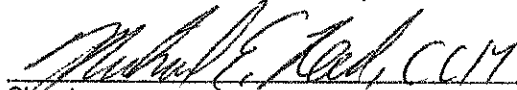
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

Michael E. Reed, CCM      CEO / Managing Member

Name and Title of Authorized Representative

m/d/yy



Signature

01/26/18

Date

Elite Construction Company of NY, LLC

Name of Organization

1225 Franklin Avenue Suite 325 Garden City, NY 11530

Address of Organization

### Instructions for Certification

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

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

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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

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

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

Kamal Shahid, PE, President

Name and Title of Authorized Representative

m/d/yy



Signature

01/19/18

Date

KS Engineers, P.C.

Name of Organization

494 Broad Street, 4th Floor, Newark, NJ 07102

Address of Organization

### Instructions for Certification

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





ELITE-1

OP ID: DO

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/07/2017

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

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

PRODUCER Regan Agency, Inc. 463 Deer Park Ave Babylon, NY 11702 Kevin P. Regan	631-669-3434	CONTACT NAME: Kevin P. Regan PHONE (A/C, No, Ext): 631-669-3434 FAX (A/C, No): 631-669-3035 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Southwest Marine and General INSURER B: State Insurance Fund INSURER C: Standard Security Life Ins. Co INSURER D: Utica National Assurance Co. INSURER E: INSURER F:
INSURED Elite Construction Company of New York, LLC c/o Mike Reed 1225 Franklin Avenue Suite 325 Garden City, NY 11530		NAIC # 36102 69078 10687

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		PK2017CML00065	07/07/2017	07/07/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAC6140016	01/28/2017	01/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EX2017CML00026	07/07/2017	07/07/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	H 2153-476-3	07/11/2017	07/11/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liab			PK2017CML00065	07/07/2017	07/07/2018	Liability \$ 1,000,000
C	NYS Disability			R 98146-000	01/01/2017	01/01/2018	

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

\*\*\*See Holder Notes\*\*\*

## CERTIFICATE HOLDER

## CANCELLATION

CDEPTPU

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

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

AUTHORIZED REPRESENTATIVE



ELITE-1

OP ID: DO

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/07/2017

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

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

<b>PRODUCER</b> Regan Agency, Inc. 463 Deer Park Ave Babylon, NY 11702 Kevin P. Regan		631-669-3434		<b>CONTACT NAME:</b> Kevin P. Regan	
				<b>PHONE (A/C, No, Ext):</b> 631-669-3434	
				<b>FAX (A/C, No):</b> 631-669-3035	
				<b>E-MAIL ADDRESS:</b>	
				<b>INSURER(S) AFFORDING COVERAGE</b>	
				<b>INSURER A:</b> Southwest Marine and General	
				<b>INSURER B:</b> State Insurance Fund	
				<b>INSURER C:</b> Standard Security Life Ins. Co.	
				<b>INSURER D:</b> Utica National Assurance Co.	
				<b>INSURER E:</b>	
				<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PK2017CML00065	07/07/2017	07/07/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
D	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>			BAC6140016	01/28/2017	01/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EX2017CML00026	07/07/2017	07/07/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	H 2153-476-3	07/11/2017	07/11/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liab			PK2017CML00065	07/07/2017	07/07/2018	Liability \$ 1,000,000
C	NYS Disability			R 98146-000	01/01/2017	01/01/2018	

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

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County Department of Public Works 1194 Prospect Ave Westbury, NY 11590	CDEPTPU
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE 	

**NOTEPAD:**HOLDER CODE CDEPTPU  
INSURED'S NAME Elite Construction Company ofELITE-1  
OP ID: DO

PAGE 2

Date 11/07/2017

"On Call" Buildings Construction Services: Building Construction Group I  
the "Services" for RFP No. PW-B95102-02C.  
Additional Insured- Elite Construction Company of NY, L.L.C./KS Engineers,  
P.C. - JV, KS Enginnars, PC and County of Nassau Dept. of Public Works, NY  
as respects General & Excess Liability where required by written contract.  
General & Excess Liability additional insureds is primary & non -  
contributory where required by written contract. Waiver of Subrogation  
applies as respects general & excess liability where required by written  
contract. 30 day written notice of cancelllation to the certificate  
holder applies.



# New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

8 CORPORATE CENTER DR, 2ND FLR, MELVILLE, NEW YORK 11747-3166

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 275298729  
REGAN AGENCY INC  
463 DEER PARK AVENUE  
BABYLON NY 11702



Scan to Validate

<b>POLICYHOLDER</b> ELITE CONSTRUCTION COMPANY OF NEW YORK LLC 1225 FRANKLIN AVE SUITE 325 GARDEN CITY NY 11530		<b>CERTIFICATE HOLDER</b> NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS 1194 PROSPECT AVE WESTBURY NY 11590	
<b>POLICY NUMBER</b> H2153 476-3	<b>CERTIFICATE NUMBER</b> 951113	<b>POLICY PERIOD</b> 07/11/2017 TO 07/11/2018	<b>DATE</b> 11/8/2017

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2153 476-3, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 883816533



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2017

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

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

<b>PRODUCER</b> Fenner & Esler 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060		<b>CONTACT NAME:</b> Timothy Esler <b>PHONE (A/C, No, Ext):</b> (201) 262-1200 <b>E-MAIL ADDRESS:</b> certs@fenner-esler.com <b>FAX (A/C, No):</b> (201) 262-7810															
<b>INSURED</b> KS Engineers, P.C. 494 Broad Street 4th Floor Newark NJ 07102-3217		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: RLI Insurance Company</td><td>13056</td></tr><tr><td>INSURER B: Travelers Property Casualty Co</td><td>25674</td></tr><tr><td>INSURER C: Continental Insurance Company of NJ</td><td>42625</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: RLI Insurance Company	13056	INSURER B: Travelers Property Casualty Co	25674	INSURER C: Continental Insurance Company of NJ	42625	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Continental Insurance Company of NJ	42625																
INSURER D:																	
INSURER E:																	
INSURER F:																	

**COVERAGES****CERTIFICATE NUMBER:** Master 17-18**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Includes Contractual & XCU Coverage Per GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	Y	PSE0004115 Policy Terms & Conditions Includes Coverage within 50' of RR	7/31/2017	7/31/2018 EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Valuable Papers \$ 500,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	Y	PSA0002381	7/31/2017	7/31/2018 COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			PSE0002790	7/31/2017	7/31/2018 EACH OCCURRENCE \$ 5,000,000
B	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	Y	ZUP-51M65115-17-NF	7/31/2017	7/31/2018 AGGREGATE \$ 5,000,000 ea occurrence/aggregate \$ 10M/10M
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	PROFESSIONAL & POLLUTION INCIDENT LIABILITY			AEH591867355 FULL PRIOR ACTS	11/21/2017	11/21/2018 PER CLAIM LIMIT \$5,000,000 ANNUAL AGGREGATE LIMIT \$5,000,000

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

RE: KSE Project No. 2017-1946 . "On Call" Buildings Construction Services: Building Construction Group I the "Services" for RFP No. PW-B95102-02C. Additional Insured- Elite Construction Company of NY, L.L.C./KS Engineers, P.C. - JV, KS Enginners, PC and County of Nassau Dept. of Public Works, NY as respects General , auto & Excess liability where required by written contract. General, auto & Excess Liability additional insureds is primary & non - contributory where required by written contract. Waiver of Subrogation applies as respects general , auto & excess liability where required by written contract. 30 day written notice of cancelllation to the certificate holder applies.

**CERTIFICATE HOLDER****CANCELLATION**

Nassau County Department of Public Works 1194 Prospect Ave Westbury, NY 11590	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Timothy Esler/JEAN
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**Workers'  
Compensation  
Board**

**CERTIFICATE OF INSURANCE COVERAGE  
UNDER THE NYS DISABILITY BENEFITS LAW**

**PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier**

1a. Legal Name & Address of Insured (use street address only) KS Engineers, P.C. 65 Broadway, Suite 1002 New York, NY 10006	1b. Business Telephone Number of Insured 973-623-2999
1c. NYS Unemployment Insurance Employer Registration Number of Insured 0529577	1d. Federal Employer Identification Number of Insured or Social Security Number 223341410
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County Department of Public Works 1194 Prospect Ave Westbury, NY 11590 KSE Project No. 2017-1946	3a. Name of Insurance Carrier Arch Insurance Company 3b. Policy Number of Entity Listed in Box "1a" 11DBL0729200 3c. Policy effective period 4/1/2017 to 3/31/2018

**4. Policy covers:**

- ☒ A. All of the employer's employees eligible under the New York Disability Benefits Law  
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits Insurance coverage as described above.

Date Signed 11/7/2017 By [Signature]  
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)  
Telephone Number 201-743-3937 Title AVP Accident & Health

**IMPORTANT:** If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.  
If Box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box "4b" of Part 1 has been checked)**

**State of New York  
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of NYS Workers' Compensation Board Employee)  
Telephone Number \_\_\_\_\_ Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☒ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability Benefits contract of insurance only while the underlying policy is in effect.

**Please Note:** Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

### DISABILITY BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.