



Certified: --

**E-101-23**

FILED WITH THE CLERK OF THE  
NASSAU COUNTY LEGISLATURE  
AUGUST 15, 2023 4:06PM

**NIFS ID: CFPW23000026**

Capital: X

Contract ID #: CFPW23000026

NIFS Entry Date: 06/29/2023

**Department: Public Works**

Service: On Call Construction Management Services-Buildings-  
B90400-01CMF

Term: 3 years from NTP

Contract Delayed:

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

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

Vendor/Municipality Info:	
Name: <b>Elite - KSE, JV</b>	ID#: <b>611846933</b>
Main Address: <b>300 Garden City PlazaGARDEN CITY, NY 11530</b>	
Main Contact: <b>Michael Reed</b>	
Main Phone: <b>(516) 512-8983</b>	

Department:
Contact Name: <b>Joseph Amerigo</b>
Address: <b>NCDPW 1194 Prospect Ave Westbury, NY 11590</b>
Phone: <b>(516) 571-9804</b>
Email: <b>cpetrucci@nassaucountyny.gov,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov</b>

## Contract Summary

**Purpose:** The Department proposes to enter into a personal services agreement with the firm Elite - KSE, JV to provide On-Call Construction Management Services for the County's Building Construction Group. These services are needed in the construction management efforts required for the various building construction projects currently in construction or anticipated to commence in the near future.

**Method of Procurement:** A formal Request for Proposals (RFP) process was conducted to procure the services. This is a contract for Construction Management Services for the County's Building Construction Group. The services under this contract include, but are not limited to furnishing of engineers, Inspectors, Schedulers, Cost Estimators, field survey parties, evaluation of contractor claims, pre-bid constructability reviews, and construction related engineering services.

**Procurement History:** A Request for Proposal was prepared in conformance with the Department's policy for assessing technical understanding, statement of qualifications and proposed project schedule. The RPF was posted to the County's website and

advertised in Newsday and the NYS Contract Reporter from June 6, 2022 to July 1, 2022. Proposals were received from twenty (20) firms on July 1, 2022. Following the review, the technical rank was established and the cost proposals were opened. As a result of the scoring, the top 9 firms who represent the highest technical rating and having proposed competitive fees, presented the best value to the County, and therefore were selected.

**Description of General Provisions:** New agreement for construction management services. The term of the contract is 3 years from NTP.

**Impact on Funding / Price Analysis:** The maximum amount of this contract is \$1,000,000. Funding for these professional services will be available on a project specific capital improvement basis. There is no guarantee that all or any of this amount shall be subsequently authorized and services provided.

**Change in Contract from Prior Procurement:** There is no prior procurement.

**Recommendation:** Approve as Submitted

## Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00003	PWCAPCAP 00003 90400 000	01	\$0.01
Project Number		90400						
Project Detail		000						
TOTAL							\$0.01	

Additional Info		Funding Source	Amount
Blanket Encumbrance		Revenue Contract:	
Transaction		County	\$0.00
		Federal	\$0.00
Renewal		State	\$0.00
% Increase		Capital	\$0.01
% Decrease		Other	\$0.00
		Total	\$0.01

## Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	06/30/2023 09:15AM	Approved
NIFS Final Approval	Roseann D'Alleva	06/30/2023 09:27AM	Approved
Final Approval	Roseann D'Alleva	06/30/2023 09:27AM	Approved
DPW			
Capital Fund Approval	Roseann D'Alleva	06/30/2023 09:27AM	Approved
Final Approval	Roseann D'Alleva	06/30/2023 09:27AM	Approved
County Attorney			
RE & Insurance Verification	Andrew Amato	06/30/2023 09:48AM	Approved
Approval as to Form	Richard Soleymanzadeh	07/05/2023 12:04PM	Approved
NIFS Approval	Mary Nori	07/07/2023 09:49AM	Approved
Final Approval	Mary Nori	07/07/2023 09:49AM	Approved
OMB			
NIFS Approval	Jeff Nogid	06/30/2023 11:56AM	Approved
NIFA Approval	Christopher Nolan	07/06/2023 05:24PM	Approved
Final Approval	Christopher Nolan	07/06/2023 05:24PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	07/07/2023 10:32AM	Approved
DCE Compliance Approval	Robert Cleary	07/25/2023 04:48PM	Approved
Vertical DCE Approval	Arthur Walsh	07/31/2023 03:33PM	Approved
Final Approval	Arthur Walsh	07/31/2023 03:33PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	08/15/2023 03:46PM	Approved

<b>Legislature</b>			
Final Approval			In Progress
<b>Comptroller</b>			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
<b>NIFA</b>			
NIFA Approval			Pending



RULES RESOLUTION NO. – 2023

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND ELITE/KSE, JV.

WHEREAS, the County has negotiated a personal services agreement with Elite/KSE, JV, to provide services for On-Call Construction Management Services for the County's 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 the said agreement with Elite/KSE, JV.

## CONTRACT FOR SERVICES

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

#### BUILDING CONSTRUCTION GROUP

#### AGREEMENT NO. B90400-01CMF

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/KSE JV having its principal office at 300 Garden City Plaza, Suite 148, Garden City, New York, 11530 (the "Firm" or the "Contractor").

#### WITNESSETH:

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

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

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

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

1. Term.

The term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the three (3) year anniversary of the Commencement Date. (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to years (2) 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.

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

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

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

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

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

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

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

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

6. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices "EE" and "U" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent,

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

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

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

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

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

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

7. Minimum Service Standards.

Regardless of whether required by Law:

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

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

8. Indemnification; Defense; Cooperation.

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

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

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and

the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

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

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

## 9. Insurance.

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

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

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

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

## 11. Termination.

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

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure

to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

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

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

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

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

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

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

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

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any

objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

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

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

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

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

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

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

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

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

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty Three dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

21. Joint Venture.

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



or joint venturer hereunder.

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

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

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

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

{Remainder of page intentionally lefty blank}

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

ELITE/ KSE, JV

By: Michael E. Reed

Name: Michael E. Reed, CCM

Title: Member

Date: September 27, 2022

NASSAU COUNTY

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

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

Title: Deputy County Executive

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 27th day of September in the year 2002 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 [REDACTED]; that he or ~~she~~ is the Member of ELITE / KSE JV, 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

**BARBARA PECK**  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01PE6108495  
QUALIFIED IN SUFFOLK COUNTY  
MY COMMISSION EXPIRES APRIL 19, 20 24

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 27<sup>th</sup> day of September in the year 2022 before me personally came Michael Reed to me personally known, who, being by me duly sworn, did depose and say that he ~~or she~~ resides in the County of [REDACTED]; that he ~~or she~~ is the CEO of Elite Construction Company of NY, 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  
BARBARA PECK  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01PE6108495  
QUALIFIED IN SUFFOLK COUNTY  
MY COMMISSION EXPIRES APRIL 19, 2024

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 office engineers, resident engineers, construction inspectors, CPM schedulers, cost estimators, field survey services, evaluation of contractor's claims, pre-bid constructability reviews, and construction related engineering services.

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

#### 2. Notification

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

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

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

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

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

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

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

(b) Department review of Proposal and Cost Proposal:

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

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

## **APPENDIX “B”**

### **PAYMENT SCHEDULE**

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

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

Subcontractors engaged by the Firm shall be compensated on the same basis as provided herein for employees of the Firm. The Firm shall be reimbursed the actual cost of the fees of the subcontractor as approved by the County.

The Firm shall be reimbursed for the actual cost of “out-of-Pocket” expenses that have been approved in writing by the Commissioner of Public Works.

The Firm shall prepare and attach to this Agreement (as Appendix C - Wage Rate Schedule) a Maximum Hourly Wage Rate Schedule listing the job classifications, the maximum hourly wage rate for each classification and the Multiplier. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed two hundred and twenty-five dollars (\$225.00).

## **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 (Name)

300 Garden City Plaza, Ste 148 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.

September 27, 2022  
Dated \_\_\_\_\_

  
\_\_\_\_\_  
Signature of Chief Executive Officer

Michael E. Reed  
\_\_\_\_\_  
Name of Chief Executive Officer

Sworn to before me this

27<sup>th</sup> day of September, 2022

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

**BARBARA PECK**  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01PE6108495  
QUALIFIED IN SUFFOLK COUNTY  
MY COMMISSION EXPIRES APRIL 19, 2024

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, P.E. (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.

September 29, 2022

Dated



Signature of Chief Executive Officer

Kamal Shahid, PE

Name of Chief Executive Officer

Sworn to before me this

29<sup>th</sup> day of September, 2022

Notary Public

RAMON G. PORTILLO  
NOTARY PUBLIC OF NEW JERSEY  
I.D. # 50022321  
My Commission Expires 8/31/2025





## Nassau County Interim Finance Authority

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

**1. Vendor: Elite - KSE, JV**

**2. Amount requiring NIFA approval: \$1,000,000.00**

**Amount to be encumbered: \$0.01**

Slip Type: New

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

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

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

**3. Contract Term: to 3 years from NTP**

Has work or services on this contract commenced? No

If yes, please explain:

**4. Funding Source:**

General Fund (GEN)		Grant Fund (GRT)
Capital Improvement Fund (CAP)	X	Other
Federal %	0	
State %	0	
County %	100	

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

If not, will it require a future borrowing? Yes

Has the County Legislature approved the borrowing? No

Has NIFA approved the borrowing for this contract? No

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

The Department proposes to enter into a personal services agreement with the firm Elite - KSE, JV to provide On-Call Construction Management Services for the County's Building Construction Group. These services are needed to supplement the County 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 the near future.

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

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months
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## AUTHORIZATION

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

CNOLAN

07/06/2023

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**Authenticated User**

**Date**

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## 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.

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**Authenticated User**

**Date**

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## NIFA

Amount being approved by NIFA:

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

---

**Authenticated User**

**Date**

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**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.**

Elaine Phillips  
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/KSE JV

CONTRACTOR ADDRESS: 300 GARDEN CITY PLAZA, GARDEN CITY, NY 11530

FEDERAL TAX ID #: [REDACTED]

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

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

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

The Contract was entered into after a written request for proposals was issued on June 3rd, 2022 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday & NYSCR [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on July 1st, 2022 [date]. Twenty (20) [state #] proposals were received and evaluated. The evaluation committee consisted of: Four (4) Douglas Tuman, Deputy Commissioner, Robert LaBaw, Architect IV, Valient Yeung, Architect III and Joseph Amerigo, Project Manager IV.

\_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was 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.

*Roseann Dalleva*

Department Head Signature

11-3-22

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?

YES ☒ NO ☐ If yes, to what campaign committee?

Friends of Kevan Abraham; Michael Reed made a contribution

Electronically signed and certified at the date and time indicated by:

Michael E. Reed [MREED89@HOTMAIL.COM]

Dated: 04/13/2023 03:38:40 pm

Vendor: Elite - KSE - JV

Title: Member



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☒ NO ☐ If yes, to what campaign committee?

Friends of Kevan Abrahams

Electronically signed and certified at the date and time indicated by:

Michael E Reed [MREED@ELITECCNY.COM]

Dated: 05/24/2023 06:33:53 pm

Vendor: Elite Construction Company of NY, LLC

Title: CEO / Managing Member



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☐ NO ☒ If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:  
Kamal Shahid, PE [KSHAHID@KSENG.COM]

Dated: 05/02/2023 03:12:54 pm

Vendor: KS Engineers, P.C.

Title: President

### **Business History Form**

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

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

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

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

Date: 12/14/2022

1) Proposer's Legal Name: Elite - KSE - JV

2) Address of Place of Business: 300 Garden City Plaza, Suite 148

City: Garden City State/Province/  
Territory: NY Zip/Postal  
Code: 11530

Country: US

Address: 1225 Franklin Avenue, Suite 325

City: Garden City State/Province/  
Territory: NY Zip/Postal  
Code: 11530

Country: US

Start Date: 02/25/2011 End Date: 01/27/2020

3) Mailing Address (if different): \_\_\_\_\_

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

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

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

4) Dun and Bradstreet number: Not applicable; JV;

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



- 6) The proposer is a: Other (Describe) Joint Venture; Elite Construction Company of NY, LLC and KS Engineers, PC
- 7) Does this business share office space, staff, or equipment expenses with any other business?  
YES ☒ NO ☐ If yes, please provide details:  
The office is operated using the JV member, Elite Construction Company of NY, main office.
- 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, please provide details:  
JV Members; Elite Construction Company of NY, LLC and KS Engineers, PC
- 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, an explanation of the circumstances and corrective action taken.
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:  
a) Any felony charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of

interest in acting on behalf of Nassau County.

No conflict exists

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

Personnel are questioned regarding relationship with any NCDPW personnel. If there is a conflict, personnel would not be assigned to that task order. Should one arise, we would adhere to Nassau County guidelines.

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

Have you previously uploaded the below information under in the Document Vault?

YES ☒ NO ☐

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

06/02/2017

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

Michael E. Reed - Member ( [REDACTED] )

[REDACTED]  
[REDACTED]

Eze O. Small - Member ( [REDACTED] )

[REDACTED]  
[REDACTED]

Kamal Shahid - Member ( [REDACTED] )

[REDACTED]  
[REDACTED]

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

Joint Venture; Members are defined;

Michael E. Reed - Member

[REDACTED]  
[REDACTED]

Eze O. Small - Member

[REDACTED]  
[REDACTED]

Kamal Shahid - Member

[REDACTED]  
[REDACTED]

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

3

vi) Annual revenue of firm;

██████

vii) Summary of relevant accomplishments

The Joint Venture was formed between Elite Construction Company of NY, a NYSMBE & NYSDOTDBE, and KS Engineers, a NYSMBE, to pursue work as a construction management firm.

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

B. Indicate number of years in business.

5.5

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

The Joint Venture is made of two firms: Elite Construction Company of NY, LLC & KS Engineers, P.C.

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	Dime Community Bank		
Contact Person	Steve Frascatore		
Address	1775 Merrick Ave		
City	Merrick	State/Province/Territory	NY
Country	US		
Telephone	(516) 868-9200		
Fax #			
E-Mail Address	Steven.Frascatore@dime.com		

Company	NYS Parks, Recreation and Historic Preservation		
Contact Person	Scott Sepela		
Address	625 Belmont Avenue		
City	West Babylon	State/Province/Territory	NY
Country	US		
Telephone	(631) 321-3536		
Fax #			
E-Mail Address	Scott.Sepela@parks.ny.gov		

Company	DASNY		
Contact Person	Dennis Tario		
Address	515 Broadway		
City	Albany	State/Province/Territory	NY
Country	US		

Telephone	(518) 257-3222
Fax #	
E-Mail Address	DTario@dasny.org

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

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

#### **CERTIFICATION**

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

Name of submitting business: Elite - KSE - JV

Electronically signed and certified at the date and time indicated by:  
Michael E. Reed MREED89@HOTMAIL.COM

Member

Title

02/08/2023 03:51:26 pm

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Kamal Shahid, PE  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US  
  
Business Address: 2 Riverfront Plaza, 3rd Floor  
  
City: Newark State/Province/Territory: NJ Zip/Postal Code: 07102  
Country: US  
Telephone: 9736882775  
  
Other present address(es): 65 Broadway, Suite 1002  
  
City: New York State/Province/Territory: NY Zip/Postal Code: 10065  
Country: US  
Telephone: 2126162657

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type	Other
Description	Member
Start Date	06/02/2017

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

See Attached

1 File(s) uploaded: Prinicpal Questionnaire Form (attachment Q5 and Q6).pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

See Attached

1 File(s) uploaded: Prinicpal Questionnaire Form (attachment Q5 and Q6).pdf

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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the



subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any

- . sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

**CERTIFICATION**

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

Elite-KSE, JV

---

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Kamal Shahid KSHAHID@KSENG.COM

---

Member

---

Title

05/22/2023 03:34:57 pm

---

Date



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.**

- KS Engineers, P.C.
- 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
- KSE-JPCL - 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.**

- KS Engineers, P.C.
- 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
- KSE-JPCL - JV

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.

1. Principal Name: Michael E. Reed  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US

Business Address:		300 Garden City Plaza, Suite 148			
City:	Garden City	State/Province/ Territory:	NY	Zip/Postal Code:	11530
Country	US				
Telephone:	5165128983				

Other present address(es):					
City:	Garden City South	State/Province/ Territory:	NY	Zip/Postal Code:	11530
Country:	US				
Telephone:	5165128983				

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

President	Treasurer
Chairman of Board	Shareholder
Chief Exec. Officer	Secretary
Chief Financial Officer	Partner
Vice President	06/02/2017
(Other)	

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Managing Member - Elite Construction Company of NY, LLC

Managing Member - Elite Construction Contracting, LLC

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Elite Construction Company of NY, LLC

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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

- 11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or

- . local taxes or other assessed charges, including but not limited to water and sewer charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.



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

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

**CERTIFICATION**

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

Elite - KSE - JV

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Name of submitting business

Electronically signed and certified at the date and time indicated by:

Michael E. Reed MREED89@HOTMAIL.COM

---

Member

---

Title

05/24/2023 06:48:14 pm

---

Date

## **PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name: Eze O. Small  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US  
Business Address: 300 Garden City Plaza, Suite 148  
City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530  
Country: US  
Telephone: 5165128983  
Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type Other  
Description Member  
Start Date 06/02/2017

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Member - Elite Construction Company Of NY, LLC

Member - Elite Construction Contracting, LLC

Member - Bears Spiked Shoe Club, LLC

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If

you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

--

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

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

**CERTIFICATION**

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

Elite - KSE, JV

---

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Eze O. Small ESMALL@ELITECCNY.COM

---

Menber

---

Title

05/26/2023 10:40:29 am

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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: 05/24/2023

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

2) Address of Place of Business: 300 Garden City Plaza, Suite 148

City: Garden City State/Province/  
Territory: NY Zip/Postal  
Code: 11530

Country: US

Address: 300 Garden City Plaza, Suite 148

City: Garden City South State/Province/  
Territory: NY Zip/Postal  
Code: 11530

Country: US

Start Date: 02/01/2020 End Date: \_\_\_\_\_

3) Mailing Address (if different): 300 Garden City Plaza, Suite 148

City: Garden City South State/Province/  
Territory: NY Zip/Postal  
Code: 11530

Country: US

Phone: (516) 512-8983

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

\_\_\_\_\_

4) Dun and Bradstreet number: 300 Garden City Plaza

5) Federal I.D. Number: ██████████

- 6) The proposer is a: 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 ☒ NO ☐ If yes, please 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 ☒ 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 ☒ 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, an explanation of the circumstances and corrective action taken.
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:  
a) Any felony charge pending?



YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of

interest in acting on behalf of Nassau County.

No conflict exists

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

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.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

02/25/2011

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

Michael E. Reed, CCM, Managing Member ( )

Eze O. Small, CFM, Member ( )

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

Michael E. Reed, CCM, Chief Executive Officer

Eze O. Small, CFM, President

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

14

- vi) Annual revenue of firm;

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 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

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

1 File(s) uploaded: No permit - license statement.pdf

B. Indicate number of years in business.

11

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

CMAA Award Notification for 2020 & 2021 MWBE Managed Project of the Year

1 File(s) uploaded: scan\_20221110194447.pdf

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

Company	Battery Park City Authority		
Contact Person	Mr. Anthony Buquicchio		
Address	200 Liberty Street, 24th Floor		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 417-4337		
Fax #			
E-Mail Address	anthony.buquicchio@bpca.ny.gov		

Company	Westbury Union Free School District		
Contact Person	Mr. Robert Troiano		
Address	2 Hitchcock Lane		
City	Old Westbury	State/Province/Territory	NY
Country	US		
Telephone	(516) 270-5413		
Fax #			
E-Mail Address	teamtroiano@yahoo.com		

Company	Elite Construction Company of NY, LLC		
Contact Person	Scott Sepela		
Address	625 Belmont Avenue		
City	West Babylon	State/Province/Territory	NY
Country	US		
Telephone	(631) 513-1834		
Fax #			
E-Mail Address	scott.sepela@parks.ny.com		

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

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

#### **CERTIFICATION**

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

Electronically signed and certified at the date and time indicated by:  
Michael E. Reed MREED@ELITECCNY.COM

CEO / Managing Member

Title

05/24/2023 06:42:30 pm

Date

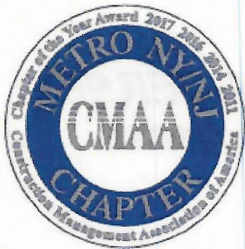
To whom it may concern:

On the Business History question, no permits / licenses are required to perform construction management services in New York State.

Sincerely,

*Michael E. Reed, CCM*

Michael Reed, CCM  
Chief Executive Officer



## **CMAA METRO NEW YORK/NEW JERSEY**

*Construction Management Association of America*

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

### **Officers & Directors**

#### **President**

**Michael Paterno, PE, CCM, ENV SP**  
[President@cmaanynj.org](mailto:President@cmaanynj.org)

#### **President-Elect / Treasurer**

**Michael Tolliver**  
[President-Elect@cmaanynj.org](mailto:President-Elect@cmaanynj.org)

#### **Secretary**

**Eric Hirani, CCM, DBIA, LEED AP**  
[Secretary@cmaanynj.org](mailto:Secretary@cmaanynj.org)

#### **Vice President / Programs**

**Nick Dandolos, CCM, PMP, DBIA, ENV SP, MBA**  
[Programs@cmaanynj.org](mailto:Programs@cmaanynj.org)

#### **Vice President / Student Outreach**

**Dr. Audrey Schultz**  
[Outreach@cmaanynj.org](mailto:Outreach@cmaanynj.org)

#### **Director of CODE**

**Robert Baptiste**  
[CODE@cmaanynj.org](mailto:CODE@cmaanynj.org)

#### **Director of Communications**

**Iris Giboyeaux, CCM, ENV SP**  
[Info@cmaanynj.org](mailto:Info@cmaanynj.org)

#### **Director of Owners' Forum**

**Roland Nader, CCM**  
[OwnersForum@cmaanynj.org](mailto:OwnersForum@cmaanynj.org)

#### **Director of Membership**

**Brian Farrelly, CCM**  
[Membership@cmaanynj.org](mailto:Membership@cmaanynj.org)

#### **Director of Professional Development**

**Kiwsa King, PE, CCM**  
[Development@cmaanynj.org](mailto:Development@cmaanynj.org)

#### **Director of CCM**

**George Fink, PE, CCM**  
[CCM@cmaanynj.org](mailto:CCM@cmaanynj.org)

#### **Director of Emerging Professionals**

**Malory Nguyen, PE**  
[EP@cmaanynj.org](mailto:EP@cmaanynj.org)

#### **Past President**

**Vincent Falkowski, PE, CCM, PMP**  
[PastPresident@cmaanynj.org](mailto:PastPresident@cmaanynj.org)

May 27, 2022

ELITE Construction of NY  
300 Garden City Plaza, Suite 148  
Garden City, NY 11530  
[mreed@eliteccny.com](mailto:mreed@eliteccny.com)

Re: 2021 CMAA Metro Chapter Project of the Year Award – CO-WINNER  
Hempstead Lake State Park Environmental, Education & Resiliency Center

Dear Mr. Michael Reed:

Congratulations! We are happy to inform you that the CMAA Metro Chapter Awards Committee has selected your project as the 2021 Project of the Year **CO-WINNER** for *MWDBE-Managed Projects*. It was a tough competition this year as we received over 30 submissions in all. Your Team should be proud of this well-deserved recognition.

The Award will be officially announced during our 2021 Awards & Scholarship Luncheon scheduled for Friday, June 17<sup>th</sup>, 2022 at The Yale Club in NYC. Tickets are available [here](#).

In order for us to properly announce your project and Team, we ask you that you assist us with the following by **Friday, June 3<sup>rd</sup>**:

- A 100-word narrative summary of your project
- A list of the team members including Client representatives to be announced during the event (including name, title, and organization)
- This award comes with one complementary client ticket. Please let us know who will be attending the event from NYS OPR&HP to represent the project.

We thank you for your organization's participation in this important celebration and look forward to your attendance on June 17<sup>th</sup>. The event will feature a keynote address by NYC DDC Commissioner Mr. Thomas Foley, as well as student scholarship awards for those pursuing studies in construction management.

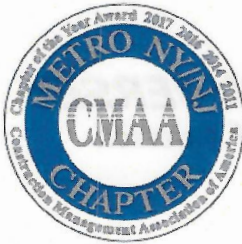
Sincerely,

**Executive Board of Directors, CMAA Metro NY/NJ Chapter**

Michael Paterno  
Michael Tolliver  
Eric Hirani  
Nick Dandolos  
Audrey Schultz

**Construction Management Association of America, Metro New York/New Jersey Chapter**  
223 West 38<sup>th</sup> Street, P.O. Box 408, New York, New York 10018-9998





## **CMAA METRO NEW YORK/NEW JERSEY**

Construction Management Association of America

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

### **Officers & Directors**

#### **President**

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President@cmaanynj.org

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President-Elect@cmaanynj.org

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Treasurer@cmaanynj.org

#### **Secretary**

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Secretary@cmaanynj.org

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Programs@cmaanynj.org

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Legal@cmaanynj.org

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Info@cmaanynj.org

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**Joseph Fell**  
Membership@cmaanynj.org

#### **Director of CODE**

**Robert Baptiste**  
CODE@cmaanynj.org

#### **Director of Professional Development**

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Development@cmaanynj.org

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CCM@cmaanynj.org

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EP@cmaanynj.org

#### **Director of Student Outreach**

**Audrey Schultz, Ph.D.**  
Outreach@cmaanynj.org

#### **Director of Industry Affairs**

**Angelo Baldassarre, CCM**  
Government@cmaanynj.org

#### **Director of Owners' Forum**

**Roland Nader, CCM**  
OwnersForum@cmaanynj.org

#### **Director of New Jersey**

**Ryan Brenner, LEED AP**  
NewJersey@cmaanynj.org

#### **Director of Long Island**

**Gus Xanakis**  
LongIsland@cmaanynj.org

#### **Past President**

**Christine Flaherty, CCM**  
PastPresident@cmaanynj.org

May 28, 2021

#### **ELITE Construction**

300 Garden City Plaza, Suite 148  
Garden City, NY 11530

Re: 2020 CMAA Metro Chapter Project of the Year Award – CO-WINNER  
**New York State Parks, Recreations & Historic Preservation: Jones Beach  
Energy and Nature Center (JBENC), Jones Beach, NY**

Dear Ms. Delfico:

Congratulations! We are happy to inform you that the CMAA Metro Chapter Awards Committee has selected your project as the 2020 Project of the Year CO-WINNER for MWBE-Managed Projects. It was a tough competition this year as we received over 30 submissions in all. Your Team should be proud of this well-deserved recognition.

The Award will be officially announced during our virtual 2019-2020 Awards Event scheduled for Friday, June 11<sup>th</sup>, 2021 starting at 12 noon. Tickets are available [here](#).

In order for us to properly announce your project and Team, we ask you that you assist us with the following by **Friday, June 4th**:

- A 100-word narrative summary of your project
- A list of the team members including CM and Client representatives to be announced during the live virtual event (including name, title, and organization)
- Address for delivery of physical award trophy

We thank you for your organization's participation in this important celebration and look forward to your attendance at the event. The event will feature a keynote address by **NYS DOT Commissioner Ms. Marie Therese Dominguez**, as well as student scholarships awards for those pursuing studies in construction management.

Sincerely,

**Executive Board of Directors, CMAA Metro NY/NJ Chapter**

Vincent Falkowski

Michael Paterno

Michael Tolliver

Eric Hirani

Nick Dandolos

Construction Management Association of America, Metro New York/New Jersey Chapter  
223 West 38<sup>th</sup> Street, P.O. Box 408, New York, New York 10018-9998



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  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US  
  
Business Address: 300 Garden City Plaza, Suite 148  
  
City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530  
Country: US  
Telephone: 5165128983  
  
Other present address(es):  
  
City: Garden City South State/Province/Territory: NY Zip/Postal Code: 11530  
Country: US  
Telephone: 5167128485

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 ☒ NO ☐ If Yes, provide details.

\_\_\_\_\_

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

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

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☒ NO ☐ If yes, provide an explanation of the circumstances and corrective action taken.

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;

- 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

**CERTIFICATION**

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

Elite Construction Company of NY, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Michael E. Reed MREED@ELITECCNY.COM

CEO / Managing Member

Title

05/24/2023 06:37:45 pm

Date

## **PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name: Eze O. Small  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US  
Business Address: 300 Gardencity Plaza, Suite 148  
City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530  
Country: US  
Telephone: 5165128983  
Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President	<u>02/08/2011</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

[REDACTED]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

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

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

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

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

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

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

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

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

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

**CERTIFICATION**

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

Elite Construction Company Of NY, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Eze O. Small ESMALL@ELITECCNY.COM

President

Title

05/26/2023 10:44:22 am

Date



### **Business History Form**

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

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

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

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

Date: 10/08/2021

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

2) Address of Place of Business: Two Riverfront Plaza, 3rd Floor

City: Newark State/Province/  
Territory: NJ Zip/Postal  
Code: 07102

Country: US

Address: 1000 Bishops Gate Boulevard, Suite 102

City: Mount Laurel State/Province/  
Territory: NJ Zip/Postal  
Code: 08054

Country: US

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Address: 125 Half Mile Road, Suite 200

City: Red Bank State/Province/  
Territory: NJ Zip/Postal  
Code: 07701

Country: US

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Address: 1279 Route 300, Suite 3

City: Newburgh State/Province/  
Territory: NY Zip/Postal  
Code: 12550

Country: US

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

---

Address: 2080 Silas Deane Highway Unit 102

City:	<u>Rocky Hill</u>	State/Province/ Territory:	<u>CT</u>	Zip/Postal Code:	<u>06067</u>
Country:	<u>US</u>				
Start Date:					End Date:

---

Address: 500 Grant St., Suite 2900

City:	<u>Pittsburgh</u>	State/Province/ Territory:	<u>PA</u>	Zip/Postal Code:	<u>15219</u>
Country:	<u>US</u>				
Start Date:					End Date:

---

Address: 530 Walnut Street, Suite 460

City:	<u>Philadelphia</u>	State/Province/ Territory:	<u>PA</u>	Zip/Postal Code:	<u>19106</u>
Country:	<u>US</u>				
Start Date:					End Date:

---

Address: 65 Broadway, Suite 1002

City:	<u>New York</u>	State/Province/ Territory:	<u>NY</u>	Zip/Postal Code:	<u>10006</u>
Country:	<u>US</u>				
Start Date:					End Date:

---

3) Mailing Address (if different): \_\_\_\_\_

City:	_____	State/Province/ Territory:	_____	Zip/Postal Code:	_____
Country:	_____				
Phone:	_____				

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

4) Dun and Bradstreet number:

- 5) Federal I.D. Number: [REDACTED]
- 6) The proposer is a: Corporation (Describe) \_\_\_\_\_
- 7) Does this business share office space, staff, or equipment expenses with any other business?  
YES ☐ NO ☒ 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, please provide details:  
\_\_\_\_\_
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?  
YES ☐ NO ☒ 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, an explanation of the circumstances and corrective action taken.  
\_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.  
\_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

KS Engineers, P.C., reviews all current contractual obligations before committing to new work, to assure no conflict of interest would be incurred.

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

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

12/06/1994

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

First Name	Kamal		
Last Name	Shahid		
MI		Suffix	
Address	[REDACTED]		
City	[REDACTED]	State/Province/ Territory	[REDACTED]
Country	US		Zip/Postal Code
Position	President		

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

First Name	Kamal		
Last Name	Shahid		
MI		Suffix	
Address	[REDACTED]		
City	[REDACTED]	State/Province/ Territory	[REDACTED]
Country	US		Zip/ Postal Code

Position President

iv) State of incorporation (if applicable);

NJ

v) The number of employees in the firm;

270

vi) Annual revenue of firm;

[REDACTED]

vii) Summary of relevant accomplishments

Engineering News Record Top 500 Engineering Firm and Top 100 Construction Management-for-Fee Firm

5 File(s) uploaded: Business History Form vii) Summary of relevant accomplishments.pdf, aa Business History Form (attachment).pdf, aa Business History Form (attachment).pdf, vii) Summary of relevant accomplishments.pdf, vii) Summary of relevant accomplishments.pdf

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

5 File(s) uploaded: Business History Form viii) NYS Professionals Online Verification.pdf, NYS Authorization for Engineering - Exp 02-2024.pdf, NYS Authorization for Engineering - Exp 02-2024.pdf, NYS Authorization for Surveying (Exp. 08-31-2023).pdf, ae NYS Authorization for Surveying (Exp. 08-31-2023).pdf

B. Indicate number of years in business.

31

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

No other information is being provided.

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 Camden County Department of Public Works

Contact Person Kevin Becica, PE, PP, CME, CFM

Address 2311 Egg Harbor Road

City Lindewold State/Province/Territory NJ

Country US

Telephone (856) 566-2971

Fax # (856) 566-2988

E-Mail Address kevin.becica@camdencounty.com

Company Mercer County, DOT & Infrastructure, Engineering Division

Contact Person	Basit Muzaffar, PE		
Address	640 South Broad Street		
City	Trenton	State/Province/Territory	NJ
Country	US		
Telephone	(609) 989-6641		
Fax #	(609) 989-8295		
E-Mail Address	BMuzaffar@mercercounty.org		

Company	Hudson County		
Contact Person	Joseph Glembocki, PE		
Address	567 Pavonia Avenue		
City	Jersey City	State/Province/Territory	NJ
Country	US		
Telephone	(201) 795-6280		
Fax #	(201) 795-6520		
E-Mail Address	jglembocki@hcnj.us		

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

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

#### **CERTIFICATION**

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

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

Electronically signed and certified at the date and time indicated by:  
Kamal Shahid KSHAHID@KSENG.COM

President

Title

03/20/2023 12:26:44 pm

Date



**KS ENGINEERS, P.C.**

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

**FOR THE YEAR ENDED DECEMBER 31, 2020**

# BILLET, FEIT AND PREIS, P.C.

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

42 BROADWAY, SUITE 1815, NEW YORK, N.Y. 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, 2020, 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,



Certified Public Accountants

New York, NY  
June 28, 2021

**KS ENGINEERS, P.C.**  
**BALANCE SHEET**  
**DECEMBER 31, 2020**

**ASSETS - COLLATERALIZED**

**Current Assets**

Cash and cash equivalents  
Accounts receivable, net of allowance for doubtful accounts [REDACTED]  
Retainage receivable - current portion  
Unbilled engineering costs  
Costs and estimated earnings in excess of billings on uncompleted contracts  
Loan to related party - current portion  
Prepaid expenses and miscellaneous receivables  
Total Current Assets

**Property & Equipment:**

Leasehold Improvements, Vehicles, Office and Survey Equipment  
[REDACTED]

**Other Assets**

Retainage receivable - noncurrent portion  
Loans to related party - noncurrent portion  
Officer's loan  
Investment in Joint Ventures  
Security deposits  
Total Other Assets

**TOTAL ASSETS**

**LIABILITIES AND STOCKHOLDER'S EQUITY**

**Current Liabilities**

Accounts payable  
Accrued expenses and taxes payable  
Billing in excess of costs and estimated earnings on uncompleted contracts  
Total Current Liabilities

**Long-Term Liabilities**

Officer's advances  
Loan Payable -SBA -Payroll Protection Program  
Deferred rent  
Deferred income taxes payable  
Total Long-Term Liabilities  
Total Liabilities

**Stockholder's Equity**

Common stock - [REDACTED]  
Retained earnings  
Less: Treasury [REDACTED]  
Total Stockholder's Equity

**TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY**

**KS ENGINEERS, P.C.**  
**STATEMENT OF OPERATIONS AND RETAINED EARNINGS**  
**FOR THE YEAR ENDED DECEMBER 31, 2020**

Revenue

Cost of Revenue

Direct labor including premium time

Subcontracting and other direct costs

Total Job Costs

Gross profit

Operating Expenses

Indirect labor

Insurance

Payroll taxes

Rent

Officer Salary

Professional fees

Auto expense

Depreciation and amortization

Bad Debts

Other indirect expenses

Total Operating Expenses

Operating income

Other Income and (Expenses)

Interest income

Insurance Reimbursement for Vehicle

Interest Expense

Total Other Income and (Expenses), net

Net income before provision for income taxes

Income taxes

Net income

Retained earnings - beginning of year

Retained earnings - end of year

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, 2020**

Cash Flows From Operating Activities

Net income

Adjustments to reconcile net income to net  
cash provided by operating activities

Depreciation and amortization

(Increase) decrease in assets:

Accounts receivable

Retainage receivable

Unbilled engineering costs

Costs in excess of billings

Prepaid expenses

Security deposits

Increase (decrease) in liabilities:

Accounts payable

Accrued expenses and taxes payable

Billings in excess of costs

Deferred rent

Deferred income taxes

Total Adjustments

Net cash provided by operating activities

Cash Flows From Investing Activities

Investment in joint ventures

Investment in leasehold improvements

Purchase of equipment

Purchase of furniture

Purchase of vehicles

Net cash used by investing activities

Cash Flows From Financing Activities

Decrease in bank overdraft

Increase in loan to related party

Decrease in employee loan

Increase in loan to officer

Decrease in line of credit

Increase in SBA Loan – Paycheck Protection Program

Net cash provided by financing activities

Net increase in cash and cash equivalents

Cash and cash equivalents at beginning of period

Cash and cash equivalents at end of period

Supplemental Disclosure

Interest paid

Taxes paid

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

**KS ENGINEERS, P.C.**  
**NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2020**  
**(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 Two Riverfront Plaza 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 government 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. In accordance with the new accounting standard of Revenue from Contracts with Customers (Topic 606), beginning in January 2019, the Company recognizes revenue, through the balance sheet date, for December contract work performed, which is billed in January of the subsequent year as unbilled costs on the balance sheet and as revenue on the Statement of Operations and Retained Earnings.

The Company's accounting policies establish principles for recognizing revenue upon the transfer of control of promised goods or services to customers. The Company generally recognize revenues over time as performance obligations are satisfied and generally measure their progress to completion using an input measure of total costs incurred divided by total costs expected to be incurred. While providing these services, they routinely subcontract for services and incur other direct costs on behalf of their clients. These costs are passed through to clients, and in accordance with accounting rules, are included in their revenue and cost of revenue. Revenue recognition and profit is dependent upon several factors, including the accuracy of a variety of estimates made at the balance sheet date, such as engineering progress, material quantities, the achievement of milestones, labor productivity and cost estimates. In 2020 the firm worked on three types of contracts as described below.

**KS ENGINEERS, P.C.**  
**NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2020**  
**(See Independent Accountant's Review Report)**

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

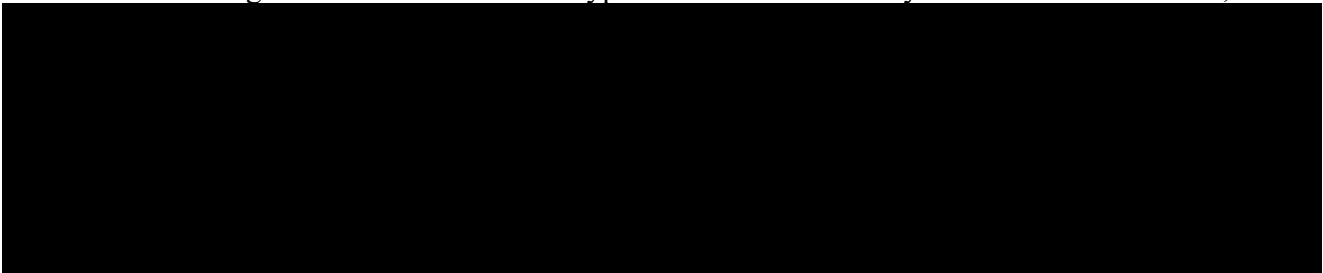
**REVENUE RECOGNITION (CONTINUED)**

**Cost Plus Contracts** – Cost plus contracts negotiated and billed based on an agreed upon billing multiplier or of billing rates towards a maximum not to exceed amount under the contract. Invoices are submitted to clients on a monthly basis for approval and payment. Once the project is completed, the not to exceed contract ceiling may or may not be reached.

**Lump-Sum Contracts** – These types of contracts are generally based on a set scope of work and negotiated total price for the delivery of agreed upon scope of work. For lump-sum contracts invoices are submitted to clients monthly based on percent of completion in the previous month. At the end of the contract, the remaining unbilled portion of the contract will be billed.

**Milestone Contracts** – These types of contracts are based on a total amount of contract value, which are billed when specified milestones are reached during the execution of the contract. For example, a milestone contract may specify that no invoices can be submitted until a 30% design plan is submitted. Invoices are submitted at agreed upon milestones as specified in the contract. These contracts are generally design projects.

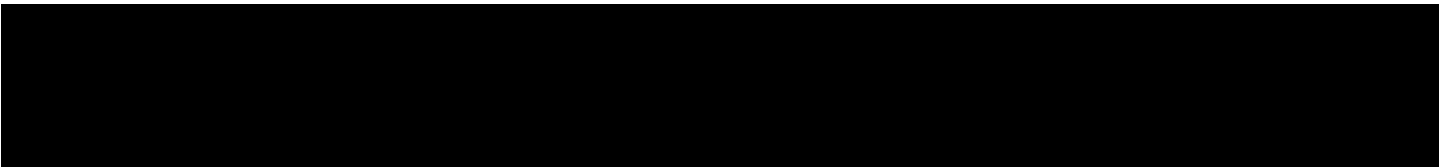
The following table shows the various types of contracts for the year ended December 31, 2020:

A large black rectangular box redacting the content of the table that was supposed to show the various types of contracts for the year ended December 31, 2020.

**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**

A large black rectangular box redacting the content of the table that was supposed to show the details of accounts receivable.

**KS ENGINEERS, P.C.**  
**NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2020**  
**(See Independent Accountant's Review Report)**

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

**UNBILLED ENGINEERING COSTS**

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

**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:

**Class**

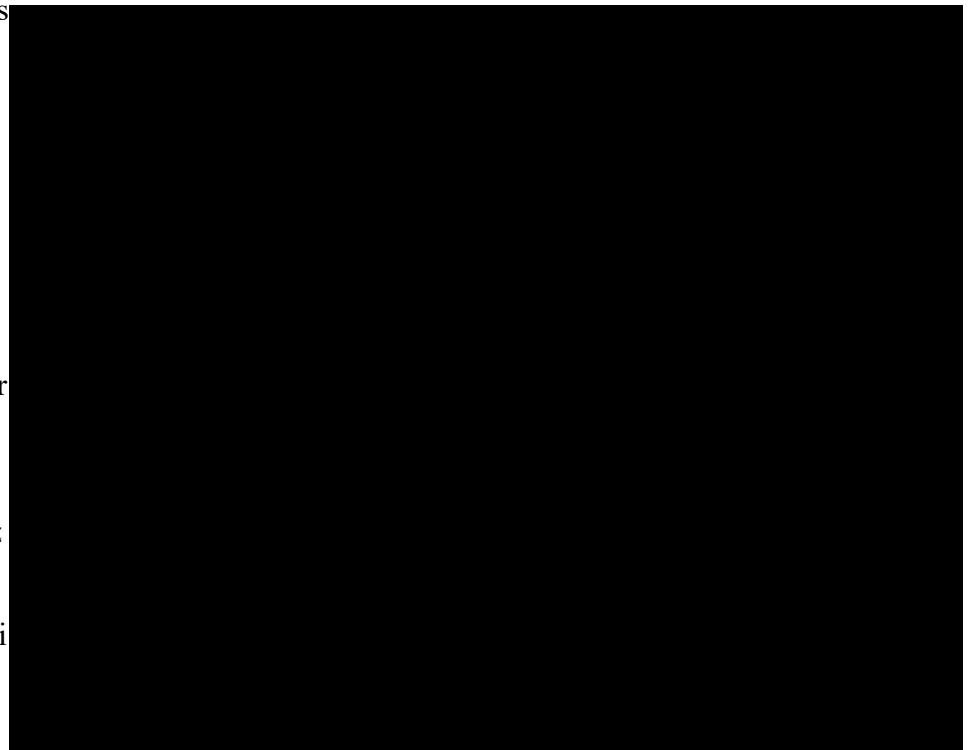
Transportation equipment  
Office furniture/equipment  
Survey Equipment/Software

Less: Accumulated depreciation  
Net cost

Leasehold improvements are amortized over the useful life of the improvements

Leasehold improvements  
Less: Accumulated amortization  
Net cost

Depreciation and amortization expense





**KS ENGINEERS, P.C.**  
**NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2020**  
**(See Independent Accountant's Review Report)**

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

**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 2017-2019 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 [REDACTED] the year ended December 31, 2020.

**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 - COSTS & ESTIMATED EARNINGS IN EXCESS OF BILLINGS ON UNCOMPLETED CONTRACTS**

This reflects net under-billings to various agencies based on the difference between the provisional overhead billing rates [REDACTED]

**KS ENGINEERS, P.C.**  
**NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2020**  
**(See Independent Accountant's Review Report)**

**NOTE 3 - LOAN TO RELATED PARTY AND OFFICER'S LOAN**

The loan represents a loan to a related party in the [REDACTED]. The loan will be repaid

**NOTE 4 - GOVERNMENT CONTRACT MATTERS**

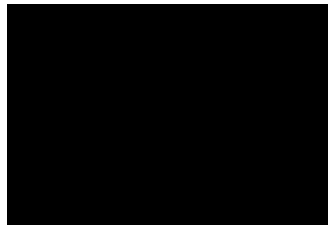
The Company's contracts are subject to, among other regulations, regulations issued under the Federal Acquisition Regulations (FAR). These regulations can limit the recovery of certain specified indirect costs on contracts and subjects the Company to multiple audits by government agencies. In addition, 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 5 - PREPAID EXPENSES AND MISCELLANEOUS RECEIVABLES**

Prepaid expenses and miscellaneous receivables as of December 31, 2020 are comprised of the following:

Insurance	
Rent	
Software Licenses	
Other	
Total	



**NOTE 6 – OFFICER'S ADVANCES**

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

**NOTE 7 - 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. [REDACTED].

**KS ENGINEERS, P.C.**  
**NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2020**  
**(See Independent Accountant's Review Report)**

**NOTE 8 - 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) [REDACTED]. The bank account is swept daily to prevent overdrafts. The Note is secured by a first priority lien and security interest on the Company's assets. Interest is charged at the Wall Street Journal Prime Rate. At December 31, 2020 no amount was due. Any unused portion of the maximum principal amount is subject to an unused line fee calculated each day at a daily rate [REDACTED]. The Note is due to expire on August 31, 2022. The line of credit is subject to financial and reporting covenants as defined in the loan agreement. The credit limit and all the terms, conditions and covenants remain in effect.

**NOTE 9 - COMMITMENTS AND CONTINGENCIES**

a) The Company entered into a lease agreement on January 1, 2007 with an expiration date of December 31, 2020 for its office space at 494 Broad Street, Newark, NJ. At year end, the [REDACTED] The Company did not renew this lease. See part f regarding the new location.

b) On December 8, 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. On November 7,

2016 a new ten year lease was signed for this location, expiring November 2026. Each year the rent will increase in December [REDACTED]

c) The Company entered into a 5 year lease in September 2011 for space in Mt Laurel, NJ with an expiration date of August 31, 2016. On December 7, 2015 this lease was extended for another 5 years (expiration August 31, 2021). [REDACTED]

d) The Company entered into a 6 year lease in August 2018 for space in Newburgh, NY with an expiration date of July 31, 2024. Each year the rent will increase in August [REDACTED]  
[REDACTED]

e) The Company entered into a 6 year lease in November of 2018 for space in Mt. Arlington, NJ with an expiration date of March 31, [REDACTED]  
[REDACTED]

f) The Company entered into a lease agreement in July of 2019 to begin in May of 2020 with an expiration date of April 30, 2031 for its new office space at Two Riverfront Plaza in Newark, NJ. The property was completely renovated and the Company moved in September 2020. The [REDACTED]  
[REDACTED]

**KS ENGINEERS, P.C.**  
**NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2020**  
**(See Independent Accountant's Review Report)**

**NOTE 9 – COMMITMENTS AND CONTINGENCIES (CONTINUED)**

Rent expense for these six 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

g) The Company entered into a three year lease in July 2008 for space in Philadelphia, PA at 35 South 3<sup>rd</sup> Street. This lease was renewed three times and expires on December 31, 2022 with no rent increase. At year end the monthly [REDACTED]

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

For the Year Ending December 31,

2021  
2022  
2023  
2024  
2025  
Thereafter  
TOTAL


Total rent expense for the year ending December 31, 2020 [REDACTED]

h) Equipment leases - The Company has committed to three auto leases and two leases covering seventeen copiers The remaining commitment for the leases is as follows:

For the Year Ending December 31,

2021  
2022  
2023  
  
TOTAL


i) 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 10 - RELATED PARTY TRANSACTIONS**

The premises being rented in Philadelphia (Note 9g) is owned by a related party. The amount of rent and utilities paid to the related party [REDACTED].

**KS ENGINEERS, P.C.**  
**NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2020**  
**(See Independent Accountant's Review Report)**

**NOTE 11 – SBA LOAN-PPP**

The federal government through the Small Business Administration has offered the Payroll Protection Program due to the Covid-19 pandemic. Under certain circumstances these payroll protection loans can be forgiven. On April 17, 2020, the Company accepted a loan for \$5,006,287. There is a stated fixed rate of interest of 1% and the loan matures within two years of the signing date. As of the report date, the Company has not requested forgiveness and interest due has been accrued.

**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, 2020, the Company [REDACTED] to the retirement plan.

Employees may participate in making elective Deferral Contributions, where the Company will match 50% of the employees' contribution of [REDACTED] 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 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, 2020 only 1 employee is participating. The rest of the eligible employees have retired or resigned.

**NOTE 14 - PROVISION FOR INCOME TAXES**

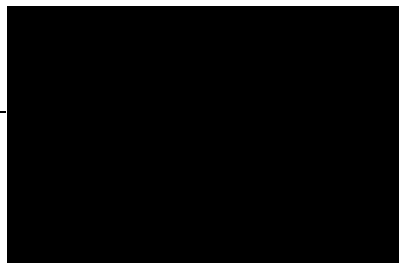
The provision for income taxes is summarized as follows:

Current:

State and local

Deferred Benefi

Local



**KS ENGINEERS, P.C.**  
**NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2020**  
**(See Independent Accountant's Review Report)**

**NOTE 14 - PROVISION FOR INCOME TAXES (CONTINUED)**

The Company files its income taxes on a cash basis. Thus, accounts receivable, retainage receivable, 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 [REDACTED] and a tax rate of [REDACTED] (New York City corporation tax rate) of these temporary differences. This year the net allocated assets generated a tax benefit versus a deferred tax expense.

**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 – INSURANCE REIMBURSEMENT FOR VEHICLE**

This represents insurance proceeds for a company vehicle that was totaled in an accident. The vehicle was fully depreciated.

**NOTE 17 – EFFECTS OF COVID 19 PANDEMIC**

The COVID-19 coronavirus has resulted in a period of economic uncertainties. While the Company's business is considered essential and the government is expecting the Company to run the business as usual, there is no way to assess the potential financial impact the spread of the COVID-19 coronavirus may have on the Company's revenue and cash flow. It is noted that over the course of 2020 the Company had 37 design projects put on hold with approximately half of them restarted in 2021, while none of the construction (field) projects were put on hold.

**NOTE 18 – SUBSEQUENT EVENTS**

Management has evaluated subsequent events through June 28, 2021, the date on which the financial statements were available to be used. The following items is noted:

The government may be entitled to a credit to the extent that the Company receives forgiveness of PPP loan proceeds while working on contracts/projects subject to Part 31 of the Federal Acquisition Regulation (FAR). As of the report date, the Company has not applied for forgiveness.

**NOTE 19 - BACKLOG**

The Company's backlog totaled approximately \$149,526,815 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.



## 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 [REDACTED]  
125 Tournament Drive, Monroe Township, NJ 08831

**iii) Name, address and position of all officers and directors of the company;**

Kamal Shahid, PE, President  
[REDACTED]

**iv) State of incorporation (if applicable);**

New Jersey

**v) The number of employees in the firm;**

275 employees

**vi) Annual revenue of firm;**

[REDACTED] (average annual revenue last three years)

**vii) Summary of relevant accomplishments**

KS Engineers, P.C. (KSE) provides civil engineering; structural engineering; geotechnical engineering; construction management and inspection; landscape architecture; aerial mapping ground control; boundary survey, topographic survey, Right-of-Way and GPS mapping, and laser scanning services. We work closely with our clients to ensure that specific programmatic requirements are complimented by innovative, efficient and cost effective designs. Our civil engineering services include site grading and drainage, earthwork evaluation and pavement design, soil erosion and sediment control plans, drainage structures design, utilities engineering including water and sewer systems, storm water management, roadway and site lighting, civil site



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

plans, subdivisions and site layout, parking lot design, permitting, cost estimation and specifications. Our civil engineering department provides these services for roads and highway projects, as well as residential, commercial, industrial, institutional, and mixed-use projects. Our interdisciplinary team ensures responsible solutions tailored to planning challenges and specific client's needs.

KSE has and continues to provide Engineering 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:

- Nassau County, Design Services, Reconstruction of Cutter Mill-Bayview Ave Bridge
- NYCDDC, Survey On-Call Agreement
- Battery Park City Authority, On-Call Design and Survey Agreement
- MTA Long Island Rail Road, On-Call Survey Agreements
- MTA NYCT, General Engineering Services
- PANYNJ, Call-In Civil Engineering Services
- PANYNJ, Call-In Structural Engineering Services
- PANYNJ, Call-In Traffic Engineering Services
- PANYNJ, Call-In Survey Agreements
- NJDOT, General Engineering Term Agreement
- NJDOT, Survey Term Agreement
- Philadelphia Water Department, On-Call Basis General Engineering Services
- Philadelphia Schools District, Professional Staffing on an As-Needed Basis
- City of Philadelphia-Division of Aviation, On-Call Civil Engineering Services
- Philadelphia Department of Streets, On-Call General Engineering Services for ADA Ramps

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-*





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*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*

#### **2016**

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

#### **2015**

- Platinum Award from ACEC NY – *City of Newark, Traffic Sign Management*
- 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*
- Diamond Award for Engineering Excellence – ACEC PA – *University City Science Center, Restore Philadelphia Corridors – 40th & Market Corridor, Philadelphia, PA*
- 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.

## **vii) Summary of relevant accomplishments**

KS Engineers, P.C. (KSE) provides civil engineering; structural engineering; geotechnical engineering; construction management and inspection; landscape architecture; aerial mapping ground control; boundary survey, topographic survey, Right-of-Way and GPS mapping, and laser scanning services. We work closely with our clients to ensure that specific programmatic requirements are complimented by innovative, efficient and cost effective designs. Our civil engineering services include site grading and drainage, earthwork evaluation and pavement design, soil erosion and sediment control plans, drainage structures design, utilities engineering including water and sewer systems, storm water management, roadway and site lighting, civil site plans, subdivisions and site layout, parking lot design, permitting, cost estimation and specifications. Our civil engineering department provides these services for roads and highway projects, as well as residential, commercial, industrial, institutional, and mixed-use projects. Our interdisciplinary team ensures responsible solutions tailored to planning challenges and specific client's needs.

KSE has and continues to provide Engineering 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:

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- NYCDDC, Survey On-Call Agreement
- Battery Park City Authority, On-Call Design and Survey Agreement
- MTA Long Island Rail Road, On-Call Survey Agreements
- NY City Transit, General Engineering Services
- PANYNJ, Call-In Civil Engineering Services 2011-2014
- PANYNJ, Call-In Structural Engineering Services 2011-2014
- PANYNJ, Call-In Traffic Engineering Services 2011-2014
- PANYNJ, On-Call Survey Agreements
- NJDOT, General Engineering Term Agreement
- NJDOT, Survey Term Agreement
- Philadelphia Water Department, On-Call Basis General Engineering Services
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- 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
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- 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

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- 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

**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  
DBA:KS ENGINEERS & LAND SURVEYORS  
494 BROAD STREET  
4TH FLOOR  
NEWARK, NJ 07102-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR  
THE PERIOD 03/01/2021 TO 02/29/2024.

**CERTIFICATE NUMBER  
0018469**



  
BETTY ROSA  
INTERIM COMMISSIONER OF EDUCATION

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

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

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

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD  
09/01/2020 TO 08/31/2023.



*Shannon L. Tahoe*  
SHANNON L. TAHOE  
INTERIM COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER  
[REDACTED]

## 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: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US  
Business Address: Two Riverfront Plaza, 3rd Floor  
City: Newark State/Province/Territory: NJ Zip/Postal Code: 07102  
Country: US  
Telephone: (973) 688-2775  
Other present address(es): 65 Broadway, Suite 1002  
City: New York State/Province/Territory: NY Zip/Postal Code: 10006  
Country: US  
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	<u>07/30/1997</u>	Treasurer	<u>07/30/1997</u>
Chairman of Board	<u></u>	Shareholder	<u>12/06/1994</u>
Chief Exec. Officer	<u>07/30/1997</u>	Secretary	<u>12/06/1994</u>
Chief Financial Officer	<u>07/30/1997</u>	Partner	<u></u>
Vice President	<u>12/06/1994</u>		
(Other)	<u></u>		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

[REDACTED]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

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

Please see attachment.

1 File(s) uploaded: Prinicipal Questionnaire Form (attachment Q5 and Q6).pdf

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

Please see attachment.

1 File(s) uploaded: Prinicipal Questionnaire Form (attachment Q5 and Q6).pdf

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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?



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YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

--

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

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

**CERTIFICATION**

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

KS Engineers, P.C.

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Name of submitting business

Electronically signed and certified at the date and time indicated by:

Kamal Shahid, PE KSHAHID@KSENG.COM

---

President

---

Title

05/02/2023 03:17:36 pm

---

Date



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## 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.**

- Elite/KSE - JV
- 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
- KSE-JPCL - 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.**

- Elite/KSE - JV
- 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
- KSE-JPCL - JV

COUNTY OF NASSAU

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

1. Name of the Entity: Elite - KSE - JV

Address: 300 Garden City Plaza, Suite 148

City: Garden City South State/Province/Territory: NY Zip/Postal Code: 11530

Country: US

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

3. Type of Business: Joint Venture (specify)

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

1 File(s) uploaded: List names and addresses of all principals 12-10-22.pdf

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

If none, explain.

1 File(s) uploaded: List names and addresses of all principals 12-10-22.pdf

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are

not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

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

None

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

None

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

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

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

Electronically signed and certified at the date and time indicated by:  
Michael E. Reed [MREED89@HOTMAIL.COM]

Dated: 05/24/2023 06:49:28 pm

Title: 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.

**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 - Member

[REDACTED]

[REDACTED]

Eze O. Small - Member

[REDACTED]

[REDACTED]

Kamal Shahid - Member

[REDACTED]

[REDACTED]

COUNTY OF NASSAU

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

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

Address: 300 Garden City Plz Ste 148

City: Garden City South State/Province/Territory: NY Zip/Postal Code: 11530

Country: US

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

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

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

First Name	<u>Eze</u>			
Last Name	<u>Small</u>			
MI	<u>O</u>	Suffix	<u></u>	
Address	<u>[REDACTED]</u>			
City	<u>[REDACTED]</u>	State/Province/ Territory:	<u>[REDACTED]</u>	Zip/Postal Code: <u>[REDACTED]</u>
Country	<u>US</u>			
Position	<u>Member, President &amp; Chief Operating Officer</u>			

First Name	<u>Michael</u>			
Last Name	<u>Reed</u>			
MI	<u>E</u>	Suffix	<u></u>	
Address	<u>[REDACTED]</u>			
City	<u>[REDACTED]</u>	State/Province/ Territory:	<u>[REDACTED]</u>	Zip/Postal Code: <u>[REDACTED]</u>
Country	<u>US</u>			
Position	<u>Chief Exec Officer / Managing Member</u>			

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



this section.

If none, explain.

Michael E. Reed, CCM, [REDACTED] )

[REDACTED]

[REDACTED]

Eze O. Small, CFM, [REDACTED] )

[REDACTED]

[REDACTED]

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

Elite Construction Contracting, LLC - Common Ownership

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

Are there lobbyists involved in this matter?

YES [ ] NO [X]

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

NONE

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

NONE

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

NONE

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

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

Electronically signed and certified at the date and time indicated by:

Michael E Reed [MREED@ELITECCNY.COM]

Dated: 05/24/2023 06:39:10 pm

Title: CEO / 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 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.

COUNTY OF NASSAU

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

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

Address: Two Riverfront Plaza, 3rd Floor

City: Newark State/Province/Territory: NJ Zip/Postal Code: 07102

Country: US

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

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

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

First Name	<u>Kamal</u>			
Last Name	<u>Shahid</u>			
MI	<u></u>	Suffix	<u></u>	
Address	<u>[REDACTED]</u>			
City	<u>[REDACTED]</u>	State/Province/ Territory:	<u>[REDACTED]</u>	Zip/Postal Code: <u>[REDACTED]</u>
Country	<u>US</u>			
Position	<u>President</u>			

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

If none, explain.

First Name	<u>Kamal</u>			
Last Name	<u>Shahid</u>			
MI	<u></u>	Suffix	<u></u>	
Address	<u>[REDACTED]</u>			
City	<u>[REDACTED]</u>	State/Province/ Territory:	<u>[REDACTED]</u>	Zip/Postal Code: <u>[REDACTED]</u>
Country	<u>US</u>			

Position President

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

NONE

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

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

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

NONE

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

NONE

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

NONE

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

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

Electronically signed and certified at the date and time indicated by:

Kamal Shahid [KSHAHID@KSENG.COM]

Dated: 02/28/2023 04:49:18 pm

Title: President

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



## CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

### PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)

ELITE CONSTRUCTION COMPANY OF NY, LLC  
300 GARDEN CITY PLAZA, SUITE 148  
GARDEN CITY, NY 11530

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)

1b. Business Telephone Number of Insured

5165128983

1c. Federal Employer Identification Number of Insured  
or Social Security Number

27-5298729

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 Avenue  
Westbury, NY 11590

3a. Name of Insurance Carrier

Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box "1a"

R98146-000

3c. Policy effective period

1/1/2015

to

5/28/2024

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.  
☐ B. Disability benefits only.  
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.  
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 5/30/2023

By

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 355-4141

Name and Title

SUPERVISOR-DBL/POLICY SERVICES

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

### PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

#### State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**



## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.**

### DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and 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 and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.





ELITE-1

OP ID: EI

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/07/2023

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 Regan Agency, Inc.		<b>631-669-3434</b>		<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>NAIC #</b>	
				<b>INSURER A:</b> Southwest Marine and General	
				<b>INSURER B:</b> State Insurance Fund	
				<b>INSURER C:</b> Hartford Underwriters Ins. Co.	
				<b>INSURER D:</b>	
				<b>INSURER E:</b>	
				<b>INSURER F:</b>	

<b>INSURED</b> Elite Construction Company of NY, LLC c/o Mike Reed 300 Garden City Plaza Suite148 Garden City, NY 11530					
---	--	--	--	--	--

## 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		PK2022CML00057	07/07/2023	07/07/2024	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 - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> 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			PK2022CML00057	07/07/2023	07/07/2024	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			EX2022CML00029	07/07/2023	07/07/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	H2153476-3	07/11/2023	07/11/2024	<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			PK2022CML00057	07/07/2023	07/07/2024	Liability \$ 1,000,000
C	Property			12SBAAH5D8F	08/31/2022	08/31/2023	BPP \$ 49,100

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

"ON-CALL CONSTRUCTION MANAGEMENT SERVICES, BUILDING CONSTRUCTION GROUP,  
AGREEMENT NO. B90400-01CMF

Certificate Holder is Additional Insured  
See Holder Notes

## CERTIFICATE HOLDER

## CANCELLATION

<b>CDEPTPU</b>  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 

**NOTEPAD:**

HOLDER CODE

CDEPTPU

ELITE-1

PAGE 2

INSURED'S NAME

Elite Construction Company of

OP ID: EI

Date 07/07/2023

"On Call" Buildings Construction Services: Building Construction Group I  
the "Services" for RFP No. B90400-01CMF.  
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 & 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.

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 275298729  
REGAN AGENCY INC  
463 DEER PARK AVENUE  
BABYLON NY 11702



SCAN TO VALIDATE  
AND SUBSCRIBE

POLICYHOLDER ELITE CONSTRUCTION COMPANY OF NY, LLC 300 GARDEN CITY PLAZA SUITE 148 GARDEN CITY NY 11530		CERTIFICATE HOLDER NASSAU COUNTY PUBLIC WORKS 1194 PROSPECT AVE WESTBURY NY 11590	
POLICY NUMBER H2153 476-3	CERTIFICATE NUMBER 490102	POLICY PERIOD 07/11/2023 TO 07/11/2024	DATE 7/12/2023

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.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 58993723



Workers'  
Compensation  
Board

## CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<b>1a. Legal Name &amp; Address of Insured (use street address only)</b>  KS Engineers, P.C. 2 Riverfront Plaza, 3rd Floor Newark, NJ 07102  <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	<b>1b. Business Telephone Number of Insured</b>  (973) 623-2999  <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b>  <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b>  223341410000
<b>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b>  Nassau County 1194 Prospect Avenue Westbury, NY 11590	<b>3a. Name of Insurance Carrier</b>  New Jersey Manufacturers  <b>3b. Policy Number of Entity Listed in Box "1a"</b>  W41726123  <b>3c. Policy effective period</b>  07/31/2023 07/31/2024  <b>3d. The Proprietor, Partners or Executive Officers are</b> <input checked="" type="checkbox"/> Included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy**). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**


This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

**Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.**

**Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.**

Approved by: Margaret R. Marino - Risk-Strategies Company  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  6/26/23  
(Signature) (Date)

Title: Sr. Account Executive

Telephone Number of authorized representative or licensed agent of insurance carrier: 917-338-3550

**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.**

## **Workers' Compensation Law**

### **Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



**Workers'  
Compensation  
Board**

**CERTIFICATE OF  
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<b>1a. Legal Name &amp; Address of Insured (use street address only)</b>  KS Engineers, P.C. 2 Riverfront Plaza – 3rd Floor Newark, NJ 07102  <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	<b>1b. Business Telephone Number of Insured</b>  (973) 623-2999  <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b>  <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b>  223341410000
<b>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b>  Nassau County Department of Public Works 1194 Prospect Ave Westbury NY 11590	<b>3a. Name of Insurance Carrier</b>  New Jersey Manufacturers  <b>3b. Policy Number of Entity Listed in Box "1a"</b>  W41726-1-22  <b>3c. Policy effective period</b>  07/31/2022 to 07/31/2023  <b>3d. The Proprietor, Partners or Executive Officers are</b> <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

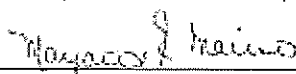
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

**Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.**

**Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.**

Approved by: Margaret R. Marino - Risk Strategies Company  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  10/03/2022  
(Signature) (Date)

Title: Sr. Account Executive

Telephone Number of authorized representative or licensed agent of insurance carrier: 917-338-3550

**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.**

## **Workers' Compensation Law**

### **Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/9/2023

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

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

PRODUCER	CONTACT NAME: Timothy P. Esler
Fenner & Esler Agency, Inc	PHONE (A/C, No, Ext): (201) 262-1200
467 Kinderkamack Road	FAX (A/C, No): (201) 262-7810
P. O. Box 60	E-MAIL ADDRESS: certs@fenner-esler.com
Oradell NJ 07649-0060	INSURER(S) AFFORDING COVERAGE
	INSURER A: RLI Insurance Company
	INSURER B: Selective Fire and Casualty Ins Co.
	INSURER C: Travelers Property Casualty Co of Amer
	INSURER D: Berkshire Hathaway Specialty Ins. Co.
	INSURER E:
	INSURER F:

## COVERAGES

CERTIFICATE NUMBER: Master 23-24

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"/> Includes Contractual	X		RKB020017	7/31/2023	7/31/2024	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> & XCU Coverage Per			Policy Terms & Conditions			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			Includes Coverage within	50' of RR		MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 2,000,000
	OTHER:						GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COM/OP AGG \$ 4,000,000
							Valuable Papers/per occurrence \$ 500,000
3	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS			S2315780	7/31/2023	7/31/2024	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
A	UMBRELLA LIAB			PSE0002790	7/31/2023	7/31/2024	EACH OCCURRENCE \$ 5,000,000
C	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE			EX-4S69338A-23-NF	7/31/2023	7/31/2024	ea occurrence/aggregate \$ 15M/15M
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
D	PROFESSIONAL & POLLUTION LIABILITY			47-EPP-313054-03	11/21/2022	11/21/2023	PER CLAIM LIMIT \$5,000,000
				FULL PRIOR ACTS			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. 2022-2599 - "On-Call" Construction Management Services: Building Construction Group - Agreement No. B90400-01CMF. Additional Insured- Elite Construction Company of NY, L.L.C./KS Engineers, P.C. - JV, Elite Construction Company of NY, L.L.C. 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 cancellation 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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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2022

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 Agency, Inc 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060		<b>CONTACT NAME:</b> Timothy P. 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. 2 Riverfront Plaza 3rd Floor Newark NJ 07102		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>RLI Insurance Company</td><td>13056</td></tr><tr><td>INSURER B:</td><td>Selective Fire and Casualty Ins Co.</td><td>14377</td></tr><tr><td>INSURER C:</td><td>Travelers Property Casualty Co of Amer</td><td>25674</td></tr><tr><td>INSURER D:</td><td>Berkshire Hathaway Specialty Ins. Co.</td><td>22276</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	RLI Insurance Company	13056	INSURER B:	Selective Fire and Casualty Ins Co.	14377	INSURER C:	Travelers Property Casualty Co of Amer	25674	INSURER D:	Berkshire Hathaway Specialty Ins. Co.	22276	INSURER E:			INSURER F:		
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INSURER E:																								
INSURER F:																								

**COVERAGES****CERTIFICATE NUMBER:** Master 22-23 ALL POLICIES**REVISION NUMBER:**

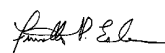
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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"/> <b>COMMERCIAL GENERAL LIABILITY</b>			RKB020017 Policy Terms & Conditions Includes Coverage within	7/31/2022	7/31/2023	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 1,000,000	
	<input checked="" type="checkbox"/> Includes Contractual		MED EXP (Any one person)				\$ 5,000	
	<input type="checkbox"/> & XCU Coverage Per		PERSONAL & ADV INJURY				\$ 2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	OTHER:						Valuable Papers/per occurrence	\$ 500,000
B	<b>AUTOMOBILE LIABILITY</b>			S2315780	7/31/2022	7/31/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person)				\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)				\$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)				\$	
								\$
A C	<b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/> OCCUR		PSE0002790	7/31/2022	7/31/2023	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EX-4S69338A-22-NF	7/31/2022	7/31/2023	ea occurrence/aggregate	\$ 15M/15M
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A				PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
D	<b>PROFESSIONAL &amp; POLLUTION LIABILITY</b>			47-EPP-313054-03 FULL PRIOR ACTS	11/21/2022	11/21/2023	PER CLAIM LIMIT	\$5,000,000
							AGGREGATE LIMIT	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured - Certificate Holder as respects general liability where required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Evidence of Coverage	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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ACORD 25 (2014/01)

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INS025 (201401)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SCHEDULED ADDITIONAL INSURED ENDORSEMENT  
BROAD FORM**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

**Name of Person or Organization:**

County of Nassau, Department of Public Works

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person or organization shown in the schedule above, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused in whole or in part by you or those acting on your behalf:

1. In the performance of your ongoing operations;
2. In connection with premises owned by or rented to you; or
3. In connection with “your work” and included within the “product-completed operations hazard”.

However, the insurance afforded to such additional insured:

1. Does not apply to the rendering of or failure to render any professional services.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**B. Other Insurance**

With respect to the insurance afforded to these additional insureds, the following is added to **Section IV – Commercial General Liability Conditions, Paragraph 4. Other Insurance, a. Primary Insurance:**

However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance

that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance provided that:

1. The “bodily injury” or “property damage” for which coverage is sought occurs after you have entered into that contract or agreement; or
2. The “personal and advertising injury” for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

**C. Transfer Of Rights Of Recovery Against Others To Us**

With respect to the insurance afforded to these additional insureds, the following is added to **Section IV – Commercial General Liability Conditions, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us.**

We waive any rights of recovery we may have against any person or organization because of payments we make for “bodily injury”, “property damage” or “personal and advertising injury” arising out of “your work” performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the “bodily injury” or “property damage” occurs, or the “personal and advertising injury” offense is committed.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RLIPack<sup>®</sup> FOR DESIGN PROFESSIONALS EXCESS LIABILITY ENHANCEMENT

### SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. General Aggregate Limit – Per Project Or Per Location
- B. Additional Insured – Primary/Non-contributory
- C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

This endorsement modifies insurance provided under the following:

#### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

##### A. General Aggregate Limit – Per Project Or Per Location

Paragraph 2.a. of C. Limits of Liability of SECTION I – INSURING AGREEMENT is deleted and replaced by the following:

- a. The limit of liability stated in the Declarations as general aggregate is the most we will pay during each policy period for all ultimate net loss, except ultimate net loss because of:
  - (1) injury and damage included in the products-completed operations hazard or;
  - (2) any coverage included in **underlying insurance** to which no underlying aggregate applies.

The general aggregate applies separately to each of your "projects" away from premises owned by or occupied by you or to each of your locations owned by or occupied by you.

"Projects" mean an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" at the same "location" shall be considered a single "project".

For the purposes of this provision, "location" means

- (1) premises involving the same or connecting lots;
- (2) premises where connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; or

- (3) premises where operations are performed in sections, stages or phases as a continuation of the same contract or agreement, even if the premises do not involve connecting lots.

##### B. Additional Insured – Primary/Non-contributory

Paragraph K. Other Insurance of SECTION IV – CONDITIONS is deleted and replaced by the following:

##### K. Other Insurance

If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance. However, if the **underlying insurance** provides coverage to an additional insured on a primary basis, or a primary and non-contributory basis, this insurance shall be available to such additional insured on an excess basis over the underlying insurance. We will not share with other insurance which covers such additional insured as a named insured.

##### C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Paragraph L. Subrogation of SECTION IV – CONDITIONS is deleted and replaced by the following:

#### **L. Subrogation**

In the event of any payment under this policy, the insured must notify us of any of the insured's rights of recovery against any person or organization. We shall be subrogated to all such rights. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights. However we waive any rights of recovery we may have against any person or organization if the **underlying insurance** also waives such rights.

Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by us, if there is no recovery, we will bear the expense thereof. If there is a recovery, we shall be reimbursed in full from such recovery for the amount of all expenses incurred by us before apportionment of such recovery as herein provided.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

# ElitePac® Commercial Automobile Extension

COMMERCIAL AUTO  
CA 78 09 11 17

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

#### AMENDMENTS TO SECTION II - LIABILITY COVERAGE

- A.** If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

##### NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

##### EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

#### EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

##### FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5. -** is deleted in its entirety.

##### CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

- B.** If this policy provides Auto Liability coverage for Owned Autos or Non-Owned Autos, the following extension is applicable accordingly:

##### LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

##### BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on your policy. Such person or organization is an additional "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

**C.** If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

#### **EMPLOYEES AS INSURED**

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

#### **AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE**

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

#### **TOWING AND LABOR**

**SECTION III, A.2. - Towing** is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

#### **GLASS BREAKAGE DEDUCTIBLE**

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

**ADDITIONAL TRANSPORTATION EXPENSES SECTION III, A.4.a. - Transportation Expenses** is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in **1.** or **2.** below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

Paragraph **2.** of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

#### **HIRED AUTO PHYSICAL DAMAGE COVERAGE**

The following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
  - (a) The operational safety of the vehicle might otherwise be impaired;
  - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
  - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed "auto" our obligation to pay "losses" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "losses" caused by fire or lightning.

**SECTION IV, B.5. Other Insurance** Condition, Paragraph **5.b.** is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

#### **HIRED AUTO LOSS OF USE COVERAGE**

The following is added to **SECTION III, A.4. - Coverage Extensions**:

We will pay expenses for which you are legally responsible to pay up to the Limit of Insurance shown on the ElitePac Schedule per "accident" for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident".

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

#### **AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)**

The following is added to **SECTION III, A.4. - Coverage Extensions**:

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
  - c. Security deposits not refunded by the lessor or financial institution;
  - d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

#### **PERSONAL EFFECTS**

The following is added to **SECTION III, A.4. - Coverage Extensions**:

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

#### **AIRBAG COVERAGE**

The following is added to **SECTION III, B.3.a. - Exclusions**:

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

#### **EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE**

##### **SECTION III, B.4. - Exclusions**

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:

- a. Permanently installed in or upon the covered "auto" at the time of the "loss";
- b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
- c. Designed to be solely operated by use of power from the "auto's" electrical system; or
- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

#### **COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE**

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

#### **PHYSICAL DAMAGE LIMIT OF INSURANCE**

**SECTION III, C. - Limit Of Insurance** is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

#### **AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS**

##### **DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;

3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

#### **WAIVER OF SUBROGATION**

**SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us** is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

#### **MULTIPLE DEDUCTIBLES**

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

#### **CONCEALMENT, MISREPRESENTATION OR FRAUD**

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

#### **POLICY PERIOD, COVERAGE TERRITORY**

**SECTION IV, B.7. - Policy Period, Coverage Territory** is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".



We also cover “loss” to or “accidents” involving a covered “auto” while being transported between any of these places.

## **TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES**

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a “loss” covered under this Coverage Form also involves a “loss” to other property resulting from the same “accident” that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

## **AMENDMENTS TO SECTION V - DEFINITIONS**

### **BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)**

The definition of bodily injury is deleted in its entirety and replaced by the following:

“Bodily injury” means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. “Bodily injury” includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

## **ADDITIONS TO SECTION V - DEFINITIONS**

### **COVERAGE TERRITORY**

“Coverage Territory” means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered “auto” is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured’s responsibility to pay “damages” is determined in a “suit” on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the “insured” in a “suit” brought in a location described in Paragraph **2.** above, the insured will conduct a defense of that “suit”. We will reimburse the “insured” for the reasonable and necessary expenses incurred for the defense of any such “suit” seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

## **EXTRA HEAVY TRUCK**

“Extra Heavy Truck” means a truck with a gross vehicle weight rating of 45,001 pounds or more.

## **HEAVY TRUCK**

“Heavy Truck” means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

## **LIGHT TRUCK**

“Light Truck” means a truck with a gross vehicle weight rating of 10,000 pounds or less.

## **MEDIUM TRUCK**

“Medium Truck” means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

## **PRIVATE PASSENGER AUTO**

“Private Passenger Auto” means a four-wheel “auto” of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a “private passenger auto”.

## **SOCIAL SERVICE VAN OR BUS**

“Social Service Van or Bus” means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

## **TELEMATIC DEVICE**

“Telematic Device” includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

## **VOLUNTEER WORKER**

“Volunteer worker” means a person who performs business duties for you, for no financial or other compensation.



Workers'  
Compensation  
Board

## CERTIFICATE OF INSURANCE COVERAGE NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

### PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) KS Engineers, P.C. 2 Riverfront Plaza 3rd Floor Newark, NJ 07102  Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured  973-623-2999  1c. 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 1194 Prospect Avenue Westbury, New York 11590	3a. Name of Insurance Carrier Arch Insurance Company  3b. Policy Number of Entity Listed in Box 1a 11DBL0729200  3c. Policy Effective Period 4/1/2023 to 3/31/2024

4. Policy provides the following benefits:

- ☒ A. Both disability and Paid Family Leave benefits.  
☐ B. Disability benefits only.  
☐ C. Paid Family Leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.  
☐ B. Only the following class or classes of employer's employees:

\_\_\_\_\_  
\_\_\_\_\_

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 3/6/2023 By   
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 201-743-3937 Name and Title James Iannicelli, AVP Accident & Health

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to [PAU@wcb.ny.gov](mailto:PAU@wcb.ny.gov) or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

### PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

#### State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Office of the County Executive  
Att: Edward W. Powers, Deputy County Executive

**FROM:** Department of Public Works

**DATE:** August 16, 2022

**SUBJECT:** "On-Call" Construction Management Services: Building Construction Group  
RFP No. PW-90400-01CM  
**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 2022 through 2025.

The County received twenty (20) responses to the Request for Proposals (RFP), all of the proposals were eligible for review. The technical proposals were evaluated by professional staff within the Department: Douglas Tuman, Deputy Commissioner, Robert LaBaw, Architect IV, Valient Yeung, Architect III and Joseph Amerigo, Project Manager IV.

The results of the Technical Evaluation including Cost Proposals are indicated in the table below.

	Firm		Rating		Multiplier	
1	Liro		96.5		2.2	
2	Jacobs		95.5		2.1	
3	Aecom		94.5		2.25	
4	Cashin		93		2.3	
5	D&B		92.75		2.3	
6	Gannet		91		2.3	
7	Elite		90.75		varies	
8	MJ		90		varies	
9	Entech		89.5		2.3	
10	Hirani		87		2.3	
11	A-1		86		varies	
12	Techno		85.75		varies	
13	Tristate		85.75		2.3	
14	TDX		85		2.22	
15	Savin		83.5		2.3	
16	Tectonic		80		2.15	
17	Skanska		79.75		2.3	
18	Greenway		79.25		2.1	
19	Infotran		77		2.2	
20	Dan CM		70		varies	



Office of the County Executive

Att: Edward W. Powers, Deputy County Executive

August 16, 2022

Page 2.

SUBJECT: "On-Call" Construction Management Services: Building Construction Group  
RFP No. PW-90400-01CM

**Recommendation of Award**

In our professional judgment, the top nine (9) firms, who represent the top bracket of technical ratings and having proposed competitive fees, present the best value to the County. Furthermore, it is the Department's recommendation that each of the top nine (9) firms be retained to provide On-Call Building Design 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 sign below, and return this memo to this office for appropriate action.



Kenneth G. Arnold  
Commissioner

KGA:DT:jd

c: Douglas Tuman Deputy Commissioner  
Robert LaBaw, Architect IV  
Joseph Amerigo, Project Manager IV  
Valient Yeung, Architect III

APPROVED:



Edward W. Powers      Date 08/16/2022  
Deputy County Executive

DISAPPROVED:

\_\_\_\_\_  
Edward W. Powers      Date  
Deputy County Executive

## REQUEST TO INITIATE

RTI Number 22-0004

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

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

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

Project Title: On Call - Buildings - Construction Management

Department: Public Works Project Manager: Joseph Amerigo Date: January 5, 2022

Service Requested: On Call Construction Management Services for Various Projects

Justification: Support the in house staff as required.

Requested: Nassau County Department of Public Works- Engineering

Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$5,000,000.00  
Circle appropriate phaseTotal Project Cost: ~~XXXXXX~~ 5,000,000Date Start Work: ASAP  
Phase being requestedDuration: 3 years  
Phase being requested

Includes, design, construction and CM

over 4-5 contracts selected

Capital Funding Approval: YES ☐ NO ☐

Rossann Dalleria

1/20/22 1/20/22  
DATE

SIGNATURE

Funding Allocation (Capital Project):

See Attached Sheet if multiyear ☐

NIFS Entered:

SIGNATURE

DATE

AIM Entered:

SIGNATURE

DATE

Funding Code: 68302-000 90400-000

use this on all encumbrances

Timesheet Code:

use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or, Environmental Assessment Form Required ☐

Supplemental Environmental Documentation

Department Head Approval: YES ☒ NO ☐

SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐

SIGNATURE

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

Vendor	Quote	Comment	See Attached Sheet <input type="checkbox"/>
1. _____	_____	_____	
2. _____	_____	_____	
3. _____	_____	_____	
4. _____	_____	_____	

DCE/Ops Approval:

YES

NO

Signature \_\_\_\_\_



## U.S. DEPARTMENT OF JUSTICE

### **CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

#### **1. LOBBYING**

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

#### **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;



violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at [Ojpcompliance@usdoj.gov](mailto:Ojpcompliance@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)), unless such disclosure has already been made.

### 3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at [Ojpcompliance@usdoj.gov](mailto:Ojpcompliance@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

### 4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

##### 5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

ELITE - KSE, JV

Applicant Name

Michael Reed (Member)

Authorized Representative (printed name)

November 10, 2022

Date

  
Authorized Representative (signature)





## U.S. DEPARTMENT OF JUSTICE

### **CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

#### **1. LOBBYING**

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

#### **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at [Ojpcompliance@usdoj.gov](mailto:Ojpcompliance@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)), unless such disclosure has already been made.

### 3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at [Ojpcompliance@usdoj.gov](mailto:Ojpcompliance@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

### 4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and



(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

##### 5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Elite Construction Company of NY, LLC

**Applicant Name**

Michael Reed (Member)

**Authorized Representative (printed name)**

December 10, 2022

**Date**

  
**Authorized Representative (signature)**

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

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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

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

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

Kamal Shahid, PE, President

Name and Title of Authorized Representative

m/d/yy



Signature

03/17/2023

Date

KS Engineers, P.C.

Name of Organization

2 Riverfront Plaza, 2nd Floor, Newark, NJ 07102

Address of Organization

### Instructions for Certification

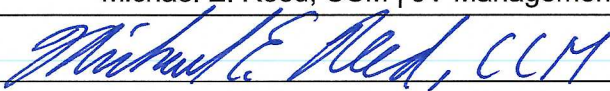
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that 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.



**NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS**

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

**Part 1- General Information:**

Consultant/Contractor Name:	Elite/KSE JV
Address (street/city/state/zip code):	300 Garden City Plaza, Suite 148, Garden City, NY 11530
Authorized Representative (name/title):	Michael E. Reed, CCM   JV Management Member
Authorized Signature:	
Contract Number:	RFP# PW-B90400-01CM
Contract/Project Name:	Nassau County DPW On-Call Construction Management Services for the Buildings Construction Group
Contract/Project Description:	<p>"On-Call" construction management services to the Department's Construction Management Unit: Building Construction Group. These services may include providing office engineers, resident engineers, inspectors, CPM schedulers, cost estimators, field survey parties, pre-bid constructability reviews, and construction related engineering support services for various Building related projects, as authorized by the Department.</p>

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

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	\$1,000,000.00		
Total MBE Dollar Amount	\$811,800.00	MBE Contract Percentage	81.18%
Total WBE Dollar Amount	\$84,200.00	WBE Contract Percentage	8.42%
Total SDVOB Dollar Amount	\$104,000.00	SDVOB Contract Percentage	10.40%
Total Combined M/WBE/SDVOB Dollar Amount	\$1,000,000.00	Combined M/WBE/SDVOB Contract Percentage	100%

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

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount (\$) and Award Date	MBE Contract Scheduled Start Date and Completion
<b>Name:</b> Elite Construction Company of NY, LLC   Elite/KSE JV Member <b>Address:</b> 300 Garden City Plaza, Suite 148, <b>City:</b> Garden City <b>State/Zip Code:</b> NY 11530 <b>Authorized Representative:</b> Michael E. Reed, CCM <b>Telephone No.</b> 516-512-8983	Construction Management Services + Cost Estimating & Scheduling + Mechanical & Electrical & Civil & Construction Inspections + Structural Engineering + Architectural Reviews	<b>Amount (\$):</b> TBD <hr/> <b>Award Date:</b> TBD <hr/>	<b>Start Date:</b> TBD <hr/> <b>Completion Date:</b> TBD <hr/>
<b>Name:</b> KS Engineers, PC   Elite/KSE JV Member <b>Address:</b> 65 Broadway, Suite 401 <b>City:</b> New York <b>State/Zip Code:</b> NY 10006 <b>Authorized Representative:</b> Kamal Shahid, PE <b>Telephone No.</b> (212) 616-2657	Construction Management Services + Cost Estimating & Scheduling + Mechanical & Electrical & Civil & Construction Inspections + Structural Engineering + Architectural Reviews	<b>Amount (\$):</b> TBD <hr/> <b>Award Date:</b> TBD <hr/>	<b>Start Date:</b> TBD <hr/> <b>Completion Date:</b> TBD <hr/>
<b>Name:</b> <b>Address:</b> <b>City:</b> <b>State/Zip Code:</b> <b>Authorized Representative:</b> <b>Telephone No.</b>		<b>Amount (\$):</b> <hr/> <b>Award Date:</b> <hr/>	<b>Start Date:</b> <hr/> <b>Completion Date:</b> <hr/>

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

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount (\$) and Award Date	WBE Contract Scheduled Start Date and Completion Date
<b>Name:</b> EnTech Engineering, PC <b>Address:</b> 17 State St. 36th Floor, <b>City:</b> New York <b>State/Zip Code:</b> NY 10004 <b>Authorized Representative:</b> Susan Bayat, PE <b>Telephone No.</b> (646) 722-0000	Cost Estimating & Scheduling	<b>Amount (\$):</b> TBD <hr/> <b>Award Date:</b> TBD <hr/>	<b>Start Date:</b> TBD <hr/> <b>Completion Date:</b> TBD <hr/>
<b>Name:</b> DACK Consulting Solutions, Inc. <b>Address:</b> 369 Lexington Avenue, 3rd Floor <b>City:</b> New York <b>State/Zip Code:</b> NY 10017 <b>Authorized Representative:</b> Aleksandra Chancy, PE <b>Telephone No.</b> (914) 686-7102	Scheduling	<b>Amount (\$):</b> TBD <hr/> <b>Award Date:</b> TBD <hr/>	<b>Start Date:</b> TBD <hr/> <b>Completion Date:</b> TBD <hr/>
<b>Name:</b> <b>Address:</b> <b>City:</b> <b>State/Zip Code:</b> <b>Authorized Representative:</b> <b>Telephone No.</b>		<b>Amount (\$):</b> <hr/> <b>Award Date:</b> <hr/>	<b>Start Date:</b> <hr/> <b>Completion Date:</b> <hr/>



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

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount (\$) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Hayduk Engineering, LLC Address: 1010 Route 112, Suite 200 City: Port Jefferson Station State/Zip Code: NY 11776 Authorized Representative: Stephen G. Hayduk, PE Telephone No. (631) 476-0600	Civil Inspections, ME Inspections, Electrical Inspections	Amount (\$): TBD   Award Date: TBD	Start Date: TBD   Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$):   Award Date:	Start Date:   Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$):   Award Date:	Start Date:   Completion Date: