



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS

May 7, 2026

BY ELECTRONIC MAIL

HGL-APTIM Technologies JV, LLC
11107 Sunset Hills Road
Reston, VA 20190

Re: Access to Storm Water Basins 188, 282, 162, and 173, N. Wantagh, (the "Premises")

To Whom it may Concern,

This letter shall set forth the terms and conditions pursuant to which Nassau County (the "County") shall allow HGL-APTIM Technologies JV, LLC (the "Contractor") to have access to the Premises for the sole purpose of the installation of an Groundwater Treatment System, also known as the Navy's Phase III System, at Nassau County Basins No. 188, 282, 162, and 173 located in North Wantagh, New York.

Terms and Conditions.

1. Commencing on the date Contractor executes and delivers this letter to the County, together with the requisite evidence of insurance, and expiring one hundred and eighty (180) days thereafter (the "Access Expiration Date"), Contractor and its authorized representatives and agents shall be entitled to enter upon the Premises from Monday through Sunday (including Holidays), with 24 hour access, with the consent of the Nassau County Department of Public Works at (516) 571-6810 in order to access the Premises to install groundwater treatment discharge basins, at Contractor's sole cost and expense, provided that Contractor does not interfere with the normal County operation of the Premises. Scheduled activities, as well as routine maintenance, will be limited to regular work hours (Mon-Fri from 8:00 a.m. to 5:00 p.m.). The County is aware that limited access may be necessary after hours in the event of an emergency. The County shall cooperate with Contractor and its authorized representatives and agents in every reasonable way, at Contractor's sole cost and expense, in connection with the access to the Premises.
2. In the event that Contractor and/or its agents, employees or representatives shall cause any damage to the Premises by reason of work conducted during the term of this letter agreement, Contractor shall repair any such damage to the Premises and restore the Premises to the same condition it was in prior to such work being done. Such restoration shall include, without limitation, replacement of fencing, screening plantings and other items determined by the County Department of Public Works. to have been damaged in Contractor's performance of work or attributable to Contractor's use of the Premises. In addition, Contractor shall be responsible for cleaning the Premises.
3. As a condition precedent to Contractor commencing the actions under this letter agreement, Contractor must submit a certificate of commercial general liability insurance and commercial automobile liability insurance issued to and covering the liability of the County and the

Contractor, with respect to the access to and use of the Premises. Such liability policy shall name the "County of Nassau" as an additional insured. The limits of liability in such policy shall not be less than \$1,000,000.00 per claim and \$3,000,000.00 in the aggregate, for all damages arising out of personal injury and bodily injury, including death at any time resulting therefrom, and destruction to property. Such insurance is to be kept continuously in force during the currency of this letter agreement and any renewals thereof and shall be written by a carrier Licensed to do business in New York State and satisfactory to the County. The premium for such insurance is to be paid by the Contractor. The County reserves the right to require the Contractor to provide such additional insurance, including other types and higher amounts of insurance, as the County may request in its sole discretion. In the event that the County allows the Contractor to use any subcontractors in connection with this letter agreement, the Contractor shall require any such subcontractor to carry insurance with the same limits and provisions required to be carried by the Contractor under this letter agreement and for each subcontractor to have umbrella or excess liability policy of one million dollars (\$1,000,000.00).

(a) Workers' Compensation. In the event that the Contractor engages, or intends to engage, employees for the use, maintenance or repair of the Premises, the Contractor will furnish a certificate of current workers' compensation insurance, in the requisite statutory amounts, to cover all such personnel.

4. Contractor hereby agrees to conduct its activities upon the Premises and adjacent property so as not to endanger any person thereon and to indemnify, and hold the County free and harmless from and against (i) all physical damage to the Premises caused by work done in connection with the activities conducted pursuant to this letter agreement, (ii) all loss, liability or damage suffered or incurred by the County arising out of Contractor's breach of the terms and conditions of this letter agreement, or resulting from injury or death to individuals or damage to property sustained on the Premises and caused by the work in connection with the acts or omissions of Contractor pursuant to this letter agreement, or at the direction of, Contractor and/or its agents, employees and representatives, and (iii) all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the County in connection with any action, suit, proceeding, demand, assessment or judgment incident to the foregoing. Contractor's indemnification obligations contained in this Paragraph 4 shall survive the termination or expiration of this letter agreement.
5. Contractor agrees to comply with all laws, regulations, codes, rules and other directives promulgated by any municipality or governmental authority, including without limitation, the County of Nassau, the Town of Hempstead, the State of New York and the United States of America. This includes following reasonable rules relating to conduct at the Premises (such as those relating to the wearing of ID, signing when entering and exiting the Premises, smoking only in those areas, if any, designated for smoking, as well as those relating to following safe work practices.
6. Contractor assumes all risk, danger and injury incidental to any access, site visits, surveys, or inspections of the Premises by Contractor or its employees, officers, contractors, subcontractors, invitees and agents, including, without limitation, the risk of personal injury or property damage resulting from the physical condition of the Premises or any buildings or improvements thereon erected and releases the County and its employees, officers, invitees and agents from any and all claims, demands, causes of actions, losses, damages, liabilities, costs and expenses (including attorneys' fees), whether known or unknown, liquidated or contingent, arising from or relating to any access, site visits or inspections of the Premises by Contractor or its employees, officers, contractors, subcontractors, invitees and agents.

7. Contractor understands that it is Contractor's responsibility to safeguard its materials including those of any of its subcontractors. The County shall not be responsible for any lost, stolen, damaged, or destroyed materials of the Contractor or its subcontractors unless caused by the negligence of the County.
8. 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.

Please indicate Contractor's acceptance of and agreement with the terms and conditions contained in this letter agreement by having an authorized representative of Contractor sign the enclosed copy of this letter in the space indicated below and returning same together with the requisite evidence of insurance.

Sincerely,



Patrick R. Gallagher
Deputy County Attorney
Municipal Transactions Department
One West Street, Room 200
Mineola, New York 11501

ACCEPTED AND AGREED TO THIS

12 DAY OF May, 2026:

By: Michael Kwachyn
Michael Kwachyn, P.E.
Commissioner of Public Works
Nassau County Department of Public Works

and

14th DAY OF May, 2026:

By: _____ Trudy Kearney, Executive Vice President
Matthew Tucker, P.G
Program Manager HGL-APTIM Technologies JV, LLC