NASSAU COUNTY LEGISLATURE
MINEOLA, NEW YORK
EIGHTH MEETING
AUGUST 1, 2016 1:00 P.M.
EIGHTH MEETING OF 2016

1. Public Notice

   Documents:

   RECONVENE 8-1-16 ON 8-15-16.PDF

2. Contracts

   Documents:

   U-69-16 NCWEB.PDF
   A-27-16 ADDITIONAL BACKUP NCWEB.PDF
   A-27-16 NCWEB.PDF
   B-30-16 NCWEB.PDF
   E-190-16 NCWEB.PDF
   E-188-16 NCWEB.PDF
   E-187-16 NCWEB.PDF
   E-189-16 WEB.PDF

3. Proposed Ordinances

   Documents:

   APPENDIX FOR PROPOSED ORD. 93-16.PDF
   APPENDIX FOR PROPOSED ORD. 94-16.PDF
   APPENDIX FOR PROPOSED ORD. 95-16.PDF
   APPENDIX FOR PROPOSED ORD. 97-16.PDF
   APPENDIX FOR PROPOSED ORD. 98-16.PDF
   APPENDIX FOR PROPOSED ORD. 99-16.PDF
   PROPOSED ORD. 93-16.PDF
   PROPOSED ORD. 94-16.PDF
   PROPOSED ORD. 95-16.PDF
   PROPOSED ORD. 96-16.PDF
   PROPOSED ORD. 97-16.PDF
   PROPOSED ORD. 98-16.PDF
   PROPOSED ORD. 99-16.PDF
   PROPOSED ORD. 100-16.PDF
   PROPOSED ORD. 101-16.PDF

4. Legislative Calendar

   Documents:

   8-1-16.PDF

5. Agenda

   Documents:

R-8-1-16.PDF

6. Meeting Minutes

Documents:

RULES COMMITTEE, 08-01-16.PDF
FULL LEGISLATURE COMMITTEE, 08-01-16.PDF

PUBLIC NOTICE

PLEASE TAKE NOTICE THAT THE **NASSAU COUNTY LEGISLATURE** WILL HOLD **COMMITTEE MEETINGS OF THE LEGISLATURE** ON **MONDAY, JULY 25, 2016 STARTING AT 1:00 PM AND WILL HOLD A FULL SESSION OF THE LEGISLATURE ON MONDAY, AUGUST 1, 2016 STARTING AT 1:00 PM** IN THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER, 1st FLOOR, THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING, 1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501

FULL LEGISLATIVE SESSION……..1:00 PM

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

MICHAEL C. PULITZER
Clerk of the Legislature
Nassau County, New York

Dated: July 18, 2016
Mineola, NY

As per the Nassau County Fire Marshall's Office, the Peter J. Schmitt Memorial Legislative Chamber has a maximum occupancy of 251 people and the outer chamber which will stream the meeting live, has a maximum occupancy of 72. Passes will be distributed on a first come first served basis beginning one half hour before the meeting begins and attendees will be given an opportunity to sign in to address the Legislature for a maximum of three minutes. Public comment is limited to Agenda items. The Nassau County Legislature is committed to making its public meetings accessible to individuals with disabilities and every reasonable accommodation will be made so that they can participate. Please contact the Office of the Clerk of the Legislature at 571-4252, or the Nassau County Office for the Physically Challenged at 227-7101 or TDD Telephone No. 227-8989 if any assistance is needed. Every Legislative meeting is streamed live on http://www.nassaucountyny.gov/agencies/Legis/index.html.

PUBLIC NOTICE

PLEASE TAKE NOTICE THAT

THE NASSAU COUNTY LEGISLATURE

WILL RECONVENE

THE MEETING OF AUGUST 1, 2016

ON AUGUST 15, 2016 AT 3:00 PM

IN
THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER
THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING
1550 FRANKLIN AVENUE, MINEOLA, NEW YORK

Michael C. Pulitzer
Clerk of the Legislature
Nassau County, New York

DATED: August 8, 2016
Mineola, NY

As per the Nassau County Fire Marshal's Office, the Legislative Chamber has a maximum occupancy of 251 people and the outer chamber which will stream the meeting live, has a maximum occupancy of 72. Passes will be distributed on a first come first served basis beginning one half hour before the meeting begins. The Nassau County Legislature is committed to making its public meetings accessible to individuals with disabilities and every reasonable accommodation will be made so that they can participate. Please contact the Office of the Clerk of the Legislature at 571-4252, or the Nassau County Office for the Physically Challenged at 227-7101 or TDD Telephone No. 227-8989 if any assistance is needed. Every Legislative meeting is streamed live on http://www.nassaucountyny.gov/agencies/Legis/index.html.

Information Technology Contract Routing

U-69-16

mreynolds Support Logout

Home

Contract Details

Back | Update Routing Slip

View Slip & Approval Forms

Contract ID#: COPK16000071 Department: Parks Capital Project: ☐ X

NIFS ID#: COPK16000071 NIFS Entry Date:

SERVICE: Lakeside Theatre concert CRP: ☐ X

Select Term Dates

From 03/01/2016 To 08/27/2016

Term (If dates are not available):

Check Approriate Boxes

Slip Type: New

Time Extension ☐ X

Addl. Funds ☐ X

Blanket Resolution ☐ X

RES#

Select Yes/No For The Following Questions

1) Mandate Program: Yes No

2) Comptroller Approval Form Attached: Yes No

3) CSEA Agmt. 32 Compliance Attached: Yes No

4) Vendor Ownership & Mgmt. Disclosure Attached: Yes No

5) Insurance Required: Yes No

Slip Attachments

Add Attachment

Document Type	Download	Uploaded
Pending Contract	Download	15-JUL-16
-	Download	15-JUL-16

1 - 2

Add Notes

Add Notes

no data found

Actions

User	Dept.	Action	Date
MRONAN	Budget	APPROVED	07/18/2016 12:58
DMCDERMOTT	County Attorney	APPROVED	07/15/2016 16:31
LBARKER	Parks	APPROVED	07/15/2016 15:12

1 - 3

Agency Information

Vendor Information

Name: Leftfield Productions, Inc.

Vendor ID#: 13-4046670

Address:
2 Catherine Street
Nyack, NY 10960

County Department

Department Contact:
Eileen Krieb

Address:
Administration Bldg.
Eisenhower Park
East Meadow, NY 11554

RECEIVED NASSAU COUNTY CLERK OF THE LEGISLATURE 2016 JUL 25 P 4:28

Contact:	Phone:	Phone:	Email
Joe D'Urso	845-353-2407	516-572-0378	ekrieb@nassaucountyny.gov

Dept. Head Email:
@nassaucountyny.gov Send Reminder

Routing Slip

Department

NIFS Entry (Dept)	Last Action:
X	15-JUL-16 -- PABUFFOLINO

NIFS Approval (Dept. Head)	Last Action:
X	15-JUL-16 -- LBARKER

OMB

NIFA Approval:	Last Action:
X	18-JUL-16 -- RDALLEVA

NIFS Approval	Last Action:
X	18-JUL-16 -- MRONAN

County Attorney

CA RE & Insurance Verification	Last Action:
X	15-JUL-16 -- DMCDERMOTT

CA Approval as to Form	Last Action:
X	15-JUL-16 -- DMCDERMOTT

Leg. Approval Required	Last Action:
Yes	

Legislative Affairs Update Routing Slip

Reject Slip

Approved by County Executive: Last Action:
☐ X

Approved by Legislature/Review Complete: Last Action:
☐ X

Resolution: Local Number Ordinance Number:

Vote Date: Status Vote Count:

Comptroller

Not for Profit?
X

Front Office:	Last Action:
X	

Claims:	Last Action:
X	

Legal:	Last Action:
X	

Requires NIFA Approval
X

Last Action:

Deputy:
X

Last Action:

Accounting / NIFS Approval
X

Last Action:

NIFA Approval

NIFA Approval:
X

Last Action:

NIFA Resolution #:

NIFA Notes:

County Executive

Notarization Filed with Clerk of the Leg.
X

Last Action:

Contract Summary

Purpose:
to provide a musical performance of Neil Berg¿s 100 Years of Broadway at Lakeside Theatre, Eisenhower Park, from 8:00 to 10:00 p.m. on August 27, 2016.

Method of Procurement:
This service is specialized, unique and involves skills that cannot be evaluated through a competitive bid process, therefore this vendor is a Sole Source provider.

Procurement History:
The Lakeside Theatre has been providing quality programming to the general Nassau County public each summer since the late 1960s.

Description of General Provision:
The Lakeside Theatre has been providing quality programming to the general Nassau County public each summer since the late 1960s.

Impact on Funding / Price Analysis
None- Hotel/Motel Tax Grant Program $12,000.00

None- Hotel/Motel Tax Grant Program $12,000.00

Contract processing fee - $160.00 copy attached

Change in Contract from Prior Procurement:
n/a

Recommendation: (Approve as Submitted)

Advisment Information

Update Routing Slip

Budget Codes

Fund:	Control:
GRT	PK
Resp:	Object:
9700	500

Transaction
103

Project Number:

Funding Source

Revenue Contract
X

County:
0

Federal:
0

State:
0

Object Codes

1	Amount:
de500	12000
2	Amount:
	0
3	Amount:
	0
4	Amount:
	0

Project Detail:	Captial:	5	Amount:
	0		0
Blanket Encumbrance:	Other:	6	Amount:
	12000		0
Renewal	Total:		Total:
% Increase	$12,000.00		$12,000.00
% Decrease			

Prepared By:	Prepared On:
Lynn Rosenthal	07-JUL-16

Set Screen Reader Mode On
release 1.0

Information Technology
Contract Routing

NIFA - Contract Approval Request Form

<< Back to Routing Slip | Save Changes

1. Vendor: Leftfield Productions, Inc.

NIFA Number:

2. Dollar Amount requiring NIFA approval: $12,000.00

Amount to be encumbered: $12,000.00

This is a: New

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

3. Term:

Has work or services on this commenced? ○ Yes ◉ No

If yes, please explain:

4. Funding Source:

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

Federal %:

State %

County %

Is the cash available for the full amount of the contract? ○ Yes ○ No

If not, will it require a future borrowing? ○ Yes ○ No

Has the County Legislature approved the borrowing? ○ Yes ○ No

Has NIFA approved the borrowing for this contract? ○ Yes ○ No

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

Related Contracts

Contract ID	Date	Amount	Notes
CQPK15000046	01-MAR-15	$12,000.00	-

1 - 1

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

To provide a musical performance of Neil Berg's 100 Years of Broadway at Lakeside Theatre, Eisenhower Park from 8:00pm-10:00pm on August 27, 2016

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

County Attorney as to form:

○ N/A
○ Yes ○ No

County Committee and/or Legislature:

○ N/A
○ Yes ○ No

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

Authorizations

Budget

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 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.

Authorized By:	**Date:**
MRONAN	07/16/2016

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

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

Yes **No**

If this is a capital project:

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

Yes **No**

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

Yes **No**

Authorized By: Date:

NIFA

Amount being approved by NIFA:

Authorized By: **Date**

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

NIFA Contract Approved 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.

Set Screen Reader Mode On
release 1.0

Contract ID#: CQPK1600071

Department: Parks, Rec & Museums

HOTEL/MOTEL TAX GRANT FUND

Contract Details

SERVICE: Lakeside Theatre Concert

NIFS ID #: CQPK1600071 NIFS Entry Date: 7/15/16 Term: **Mar 1-Aug 27, 2016**

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name: Leftfield Productions, Inc.	Vendor ID# 13-4046670
Address 2 Catherine Street Nyack, NY 10960 REG: EMAIL: joe@neilberg.com	Contact Joe D'Urso Phone: 845-353-2407

County Department
Department Contact Eileen Krieb
Address Administration Bldg., Eisenhower Park East Meadow, NY 11554
Phone (516) 572-0378

Routing Slip

Brian Nugent, Ch. Dep. Comm: _____ **Date** _____

Frank Camerlengo, Deputy Commissioner _____ **Date** _____

Eileen Krieb, CSR _____ **Date** _____

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appvd	SIGNATURE	Leg. Approval Required
7/15/16	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐ *Contractor Registered*			
	OMB	*NIFS Approval (Contractor Registered)* ☐			Yes ☐ No ☐ Not required if blanket resolution
	County Attorney	*CA RE & Insurance Verification* ☐			
	County Attorney	*CA Approval as to form* ☐			
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
7/21/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	7/21/16		

PR5254 (1/06)

Contract ID#: CQPK16000071

Department: Parks, Rec & Museums

Contract Summary

Description: Musical concert at Lakeside Theatre on August 27, 2016

Purpose: to provide a musical performance of Neil Berg's 100 Years of Broadway at Lakeside Theatre, Eisenhower Park, from 8:00 to 10:00 p.m. on August 27, 2016.

Method of Procurement: This service is specialized, unique and involves skills that cannot be evaluated through a competitive bid process, therefore this vendor is a Sole Source provider.

Procurement History: The Lakeside Theatre has been providing quality programming to the general Nassau County public each summer since the late 1960s.

Description of General Provisions: Musical performance of 2 hour duration on August 27, 2016 at Lakeside Theatre. Total cost: $12,000.00

Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $12,000.00

Contract processing fee - $160.00 copy attached

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	PK
Resp: grt	9700
Object: de	500
Transaction:	103

PK97 x 5

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other GRANT	$12,000.00
TOTAL	$12,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgrt 9700 other 500 / PK97x5	$12,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$12,000.00

Document Prepared By: L. Rosenthal **Date:** 7/7/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name [signature]
Name	Name	Date 7/21/16
Date	Date	*(For Office Use Only)* E #:

PR5254 (1/06)

CQPK16-71

NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** Leftfield Productions, Inc.

2. **Dollar amount requiring NIFA approval:** $ 12,000.00

Amount to be encumbered: $ 12,000.00

This is a ✓ New Contract ___ Advisement ___ Amendment

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

3. **Contract Term:** 3/1/16-8/27/16

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: _____

4. **Funding Source:**

___ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
✓ Grant Fund (GRT)
Federal % ___
State % ___
County % ___

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

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

To provide a musical performance of Neil Berg's 100 Years of Broadway at Lakeside Theatre, Eisenhower Park from 8:00pm-10:00pm on August 27, 2016

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

Nassau County Attorney as to form	___ Yes	___ No	___ N/A
Nassau County Committee and/or Legislature	___ Yes	___ No	___ N/A

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:**

CQPK15000046-$12,000.00 - 3/1/15-7/10/15

CQPK46-71

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.

Signature Title Date

Print Name

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Leftfield Productions, Inc.

CONTRACTOR ADDRESS: 2 Catherine Street, Nyack, NY 10960

FEDERAL TAX ID #: 134046670

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. 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. X 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.

X **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.

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

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.

VIII. X 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. 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: X a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

7/15/16

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.

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

None

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

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

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

Vendor: LEFTFIELD PRODUCTIONS, INC

Dated: 6/7/18

Signed: Neil Berg

Print Name: Neil Berg

Title: Owner

Rev. 3-2016

576-

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 NEIL BERG
   Date of birth 5/19/1964
   Home address 128 Castle Heights Avenue
   City/state/zip Nyack, NY 10960
   Business address 2 Catherine Street
   City/state/zip NYACK, NY 10960
   Telephone 845-353-2407
   Other present address(es) NA
   City/state/zip NA
   Telephone NA
   List of other addresses and telephone numbers attached ~ NA

2. Positions held in submitting business and starting date of each (check all applicable)
   President 2/24/1998 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?
   NO ___ YES ✓ If Yes, provide details. 100 %

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? NO ✓ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ✓ YES ___; 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? NO ✓ YES ___ 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? NO ✓ YES ___ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ✓ YES ___ If Yes, provide details for each such occurrence.

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

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ✓ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ✓ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ✓ YES ___ If Yes, provide details for each such year.

CERTIFICATION

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

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

Sworn to before me this 27th day of July 2016

Notary Public

DENNIS F MCDERMOTT
Notary Public, State of New York
No. 02MC6143100
Qualified in Nassau County
Commission Expires April 03, 20[illegible]

Leftfield Productions, Inc.
Name of submitting business

NEIL BERG
Print name

Signature

Owner / President
Title

7/25/2016
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: 6/8/16

1) Proposer's Legal Name: _____

2) Address of Place of Business: 2 Catherine Street, Nyack, NY 10960

List all other business addresses used within last five years:
N/A

3) Mailing Address (if different): N/A

Phone: 845-353-2407

Does the business own or rent its facilities? ~~Own~~ Rent

4) Dun and Bradstreet number: ~~N~~ N/A

5) Federal I.D. Number: #13-4046670

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ✓
Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ___ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. _____

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

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each such conviction _____

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

No ✓ Yes ___ If Yes, provide details for each such conviction. _____

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

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

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

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

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS — 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. _____
IN THE EVENT THAT A POSSIBLE CONFLICT ARISES, I INFORM THE COUNTY OF THE POSSIBLE CONFLICT AND ALLOW THE COUNTY TO DETERMINE IF AN ACTUAL CONFLICT EXISTS,

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; 2/24/1999

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; NEILBERG / RITA HARVEY

iii) Name, address and position of all officers and directors of the company; 2 CATHERINE STREET NYACK, NJ 10960

iv) State of incorporation (if applicable); NY

v) The number of employees in the firm; 3

vi) Annual revenue of firm; $1,200,000-

vii) Summary of relevant accomplishments – BROADWAY ENTERTAINMENT

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

B. Indicate number of years in business. – 17yrs

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

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

Company CARAVAN MANAGEMENT, INC.

Contact Person Joseph D'Urso

Address P.O. Box 815

City/State PEARL RIVER, NY 10965

Telephone 845-721-0962

Fax # X

E-Mail Address JDCARAVAN@GMAIL.COM

Company FRIEDSON ENTERPRISES

Contact Person ADAM FRIEDSON

Address 10 Edgecroft Road

City/State Kensington, CA 94707

Telephone 510-206-6111

Fax # X

E-Mail Address FRIEDSONENT@GMAIL.COM

Company STANDING O PRODUCTIONS

Contact Person JOHN ASSELTA

Address 364 Canterbury

City/State Ramsey, NJ 07645

Telephone 201-417-9835

Fax # X

E-Mail Address JOHN.ASSELTA@STANDING-O.COM

CERTIFICATION

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

Sworn to before me this 26th day of July 2016

Notary Public

DENNIS F MCDERMOTT
Notary Public, State of New York
No. 02MC6143100
Qualified in Nassau County
Commission Expires April 03, 20[illegible]

Leftfield Productions, Inc
Name of submitting business

NEIL BERG
Print name

Signature

Owner / President
Title

7/25/2016
Date

COUNTY OF NASSAU

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

1. Name of the Entity: LEFTFIELD PRODUCTIONS, INC

Address: 2 CATHERINE STREET

City, State and Zip Code: NYACK, NY 10960

2. Entity's Vendor Identification Number: 13-404-6670

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ✓ Closely Held Corp ____Other (specify)

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

NEIL BERG - 2 CATHERINE STREET, NYACK, NY 10960

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.

NONE

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

None

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

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

None

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

None

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

None

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

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

Dated: 6/29/16

Signed: Neil Berg

Print Name: Neil Berg

Title: Owner

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

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the **County Department of Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and **Leftfield Productions, Inc.**, having its principal office at 2 Catherine Street, Nyack, NY 10960 (the "Performer" or "Contractor").

WITNESSETH:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

WHEREAS, the Performer desires to perform the services described in this Agreement;

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

1. Term. This Agreement shall commence on March 1, 2016 and shall terminate on August 27, 2016, or upon the completion of the Program as that term is defined below in Section 2, unless sooner terminated as provided for herein.

2. Program. (a) The Performer is hereby retained by the County to perform under the name: **Neil Berg's 100 Years of Broadway**, for one (1) live musical performance at Lakeside Theatre, Eisenhower Park, East Meadow, NY 11554; to be held on Saturday, August 27, 2016, from 8:00 p.m. to 10:00 p.m., with one (1) fifteen (15) minute intermission, including set-up (a "Performance");

(b) The County shall supply venue stage, sound, lighting and reasonable hospitality.

(c) The Performer shall be responsible, at its own cost and expense, for supplying the Performer's set-up, breakdown, and backline. Breakdown shall commence immediately after the completion of the performance.

(d) The Performer must appear for a sound check on the day of the Program, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the program. The Performer will not receive its compensation in the event the Performers fail to appear as stated herein.

(e) At least ten (10) days prior to the Program, the Performer shall provide to the Department the Program's complete production details and stage plot.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **Twelve Thousand and 00/100 Dollars** ($12,000.00).

This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

(i) An advance payment of fifty (50%) percent of the maximum amount ($6,000.00), payable to the Performer upon the execution of this Agreement and submission of the payment voucher(s) as herein described. Payment of this advance amount shall be contingent upon submission of the standard County claim voucher (the "Voucher") pursuant to subsection (b) of this section.

(ii) The balance payment respecting the performer shall be payable to the Performer shall be paid after the completion of the Performance. In the event the Performance is not completed in accordance with this Agreement, the Performer shall remain liable to the County for return of the advance payment and second check immediately.

(iii) The Contractor shall be responsible for: (a) the procurement and performance of the aforesaid Performers; (b) promotional services respecting the Performances, (c) payment of said Performers; (d) set-up, including but not limited to, providing the "back-line" for the Performance, and breakdown of same; and (e) any other matters required to complete its obligations under this Agreement.

(iv) Reconciliation – If the contract is terminated or the Program or a Performance is cancelled for any reason prior to completion of Program/performance, other than under conditions set forth in Section 20 of this Agreement and due to no fault of the County, the Contractor shall be responsible for reimbursing the advance payment to the County described in 3(a)(i) above. Reimbursement of the advance payment shall be made within seven (7) business days from notice of cancellation or when performance was due, whichever is sooner.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Performer submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Performer 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 Performer received notice that the County did not desire to receive such services.

4. Independent Contractor. The Performer is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Performer (a "Performer 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 Performer is not in arrears to the County upon any debt or contract and it is not in default as surety, Performer, 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 Performer shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination disclosure of information and vendor registration 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 the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) 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 parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the

Performer of such request prior to disclosure of the Information so that the Performer may take such action as it deems appropriate.

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

(a) The Performer shall, and shall cause Performer 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 Performer shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Performer operates. The Performer shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Performer 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 Performer shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Performer or a Performer 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 Performer shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Performer shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Performer of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Performer, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performances whatsoever, whether now known or developed after the date of this Agreement.

(c) The Performer shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Performer 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 Performer is responsible under this Section, and, further to the Performer's indemnification obligations, the Performer shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Performer shall, and shall cause Performer 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 Performer and/or a Performer Agent in connection with this Agreement.

(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" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

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

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

IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

Insured:

Leftfield Productions, Inc.
2 Catherine Street
Nyack, NY 10960

Description of Operations:

The Certificate holder, Nassau County, is included as Additional insured
Date(s): August 27, 2016,
Location: Lakeside Theatre & Eisenhower Park, East Meadow, NY 11554

Certificate Holder:

County of Nassau
1550 Franklin Avenue
Mineola, New York 11501

NOTE: County as a certificate holder ONLY is **NOT ACCEPTABLE**

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 eighteen (18) 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 Performer. This Agreement may be terminated by the Performer if performance becomes impracticable through no fault of the Performer where the impracticability relates to the Performer 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 Performer delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party 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 party'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.

12. Accounting Procedures; Records. The Performer 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 Performer 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 Performer 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 Performer 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 Performer shall allege that the above-described actions and inactions preceded the Performer'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 Performer is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Performer use a Performer Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Performer 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 Performer 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 Performer, to the attention of the person who executed this Agreement on behalf of the Performer at the address specified above for the Performer, 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. (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.

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. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. Streaming Video. The Performer and/or Promoter hereby acknowledge that the County, in its sole discretion, may elect to stream the performance live over the Nassau County website for the benefit of Nassau County residents.

21. Miscellaneous.

(a) The Performer hereby acknowledges and agrees that the Department shall have sole discretion in determining whether the Program should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel the Program due to inclement weather or other dangerous or emergency condition may be made by the Department up to one half (1/2) hour before the commencement of the Program. In the event the Program is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Performer or the Performer, the Performer shall be paid in full, provided the Performer was willing and able to perform, appeared at the sound check and at the venue prior to the Program being cancelled.

(b) The Performer grants the Department a limited, non-exclusive, license to use the Performer and/or the Performer's name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the Program. Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Performer's and/or the Performers' own promotion and advertisement of the Program. For this Agreement, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

(c) Each party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each party warrants

that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.

(d) The Performer represents and warrants that it is the authorized agent for the Performer and has the authority to enter into this Agreement on the behalf of the Performer and agrees that as the authorized agent, by executing this Agreement, the Performer shall be bound by the terms and conditions contained herein. The Performer further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Performer and/or the Performer.

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.

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

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

LEFTFIELD PRODUCTIONS, INC.

By: _____
Name: NEIL BEEG
Title: OWNER
Date: 4/29/16

NASSAU COUNTY

By: _____
Name: _____
Title: _____
Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 29th day of April in the year 2016 before me personally came NEIL BERG to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of ROCKLAND; and that he or she signed his or her name hereto and has executed the above instrument.

NOTARY PUBLIC

CHRISTOPHER M. TOSADO
Notary Public, State of New York
Qualified in Rockland County
No. 01TO6285954
My Commission Expires 07/15/2017

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

On the ____ day of _____ in the year 2016 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 _____; and that he or she signed his or her name hereto and has executed the above instrument.

_____
NOTARY PUBLIC

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Permittee is:

   NEIL BERG _____ (Name)

   2 CATHERINE STREET, NYACK, NY 10960 (Address)

   845-353-2407 (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

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

   _____
   _____
   _____
   _____
   _____
   _____

   _____
   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _____ has not been commenced against or relating to the Permittee in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety

and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Permittee 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.

4/29/16
Dated

Signature of Chief Executive Officer

NEIL BERG
Name of Chief Executive Officer

Sworn to before me this

29th day of April, 2016.

Notary Public

CHRISTOPHER M. TOSADO
Notary Public, State of New York
Qualified in Rockland County
No. 01TO6285954
My Commission Expires 07/15/2017

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554

May 18, 2016

SERVICE: Personal Services Contract for Lakeside Theatre Programming:
Leftfield Productions, Inc.
Re: Live Musical Performance of Neil Berg's 100 Years of Broadway on August 27, 2016
Lakeside Theatre, Eisenhower Park

The above contractor will provide a professional musical performance for the residents of Nassau County for the above mentioned concert. The compensation to this presenter is consistent with fees for unique artistic presentations of this kind. It was engaged directly without the assistance (or fee) of an agent, broker or producer.

This contractor has a significant industry reputation for presenting a Broadway music revue performance of the highest quality. All of the cast members are professionally trained and seasoned veterans of the Broadway stage. Unique to this Broadway revue is Mr. Berg's appearance as master of ceremonies at the piano, interacting with the performers and escorting the audience through the history of each individual performance and the Broadway show from which it was derived. Neil Berg's 100 Years of Broadway has appeared at the Lakeside Theatre for over twenty years and attracts an audience in excess of 6000 every year. This service is specialized and involves skills that cannot be evaluated through a competitive bid process. These services cannot be provided by any staff currently employed by the County.

Performances at Lakeside Theatre in Eisenhower Park have been presented free to the Nassau County public since the Theater's creation in the late 1960's

Brian Nugent
Chief Deputy Commissioner

BN;CAG

LEFTFIELD PRODUCTIONS, INC.
2 CATHERINE STREET
NYACK, NY 10960-1503
PH. (845) 353-2407

LeftField PRODUCTIONS

EXPLANATION	AMOUNT

6344

1-2/210

PAY AMOUNT OF One Hundred + Sixty DOLLARS

CHECK AMOUNT $160.00

DATE	TO THE ORDER OF	GROSS	CHECK NUMBER
5/4/16	Treasurer of Nassau County		6344

DESCRIPTION: Neil Berg Performance

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

⑈006344⑈ ⑆021000021⑆ 680153964 3⑈

CQPK16000071

330799

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/13/2016

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: Jon Perry	
855-491-0974 Wells Fargo Insurance 550 South 4th St Minneapolis, MN 55415	PHONE (A/C, No, Ext): 612-594-5560	FAX (A/C, No): 866-359-4390
	E-MAIL ADDRESS: jon.perry@wellsfargo.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: St. Paul Fire and Marine Insurance Company	24767
INSURED Leftfield Productions Inc. 2 Catherine Street Nyack NY 10960	INSURER B: Travelers Casualty and Surety Company	19038
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 10689591 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		ZPP10N7908215	06/09/2016	06/09/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			ZPP10N7908215	06/09/2016	06/09/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		XOUB4274Y07015	06/09/2016	06/09/2017	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

The Certificate holder, Nassau County, is included as Additional Insured

For a musical performance
Date(s): August 27, 2016
Location: Lakeside Theatre & Eisenhower Park, East Meadow, NY 11554

CERTIFICATE HOLDER

County of Nassau
1550 Franklin Avenue
Minneola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2014 ACORD CORPORATION. All rights reserved.

(This certificate replaces certificate# 10687148 issued on 7/12/2016)

RULES RESOLUTION NO. – 2016

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 PARKS, RECREATION AND LEFTFIELD PRODUCTIONS, INC.

WHEREAS, the County has negotiated a personal services agreement with Leftfield Productions, Inc. to provide a musical performance at Lakeside Theatre, Eisenhower Park, 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 authorize the County Executive to execute the said agreement with Leftfield Productions, Inc.

ADMINISTRATIVE PROCESSING OF LEGISLATION

NAME OF ITEM: Resolution - Leftfield Productions, Inc.

CQPK16000071

ATTORNEY RESPONSIBLE FOR ITEM: Dennis McDermott

***CHECKLIST** (attorney - please write N/A where an action is not necessary; please initial where an action has been completed; first step should generally be completed by attorney):*

ITEM WAS ENTERED IN EXCEL OR PROLAW _____

SIGN OFF BY BUDGET _____

DCE (Rob Walker or Tim Sullivan) SIGNATURE ON RECOMMENDATION _____

SIGN OFF BY GREG MAY _____

CLERK ITEM NUMBER WAS ADDED TO STAFF SUMMARY _____

CLERK ITEM NUMBER WAS ENTERED IN EXCEL/PROLAW _____

ITEM WAS ADDED TO THE LATEST PROPOSED CALENDAR IN WORD (open (G:) drive) _____

FOUR COPIES WERE MADE _____

ONE COPY WAS FILED IN CLERK'S OFFICE _____

THE RESOLUTION WITH ORIGINAL SIGNATURE OF ATTORNEY APPROVING AS TO FORM, PLUS ANY RECOMMENDATION WITH ORIGINAL SIGNATURE OF DCE, WAS FILED ALONG WITH THEONE COPY _____

DATE OF FILING WAS NOTED IN EXCEL OR PROLAW _____

RECEIPT WAS FILED IN BUREAU FILE _____

COPIES WERE FILED IN MAIN BUREAU FILE AND IN EXTRA COPY FILE _____

COPY WAS DELIVERED TO GREG MAY _____

SPECIAL INSTRUCTIONS/COMMENTS:

A-27-16
Additional Back-up

COUNTY OF NASSAU

INTER-DEPARTMENTAL MEMO

DATE: July 26, 2016

TO: Michael R. Schlenoff
Director of Purchasing

FROM: Lieutenant Gregory Stephanoff
Nassau County Police Department

SUBJECT: **JUSTIFICATION FOR SELECTING SAFE BOATS INTERNATIONAL AS THE SOLE SOURCE VENDOR FOR THE PURCHASE OF TWO SAFE BOATS.**

SAFE Boats is the sole source manufacturer of foam-stabilized watercraft in North America. Working under a set of exclusive patents and licenses allows only Safe Boats International to utilize a full-sized foam collar system for flotation, stability and fendering

SAFE's collar system is more durable than an Air Collar System or RIB. Many different manufacturers attempt to use a pneumatic tube system for air collars or RIBs, which are susceptible to deflation and catastrophic failure due to temperature fluctuations, live fire/bullets, or striking docks, buoys, pilings or other obstacles. With SAFE's collar system, there is no deflation of the collar in any circumstance (because it is 100% foam).

Vastly easier maintenance; some of the tubes used by competitors are enclosed within a cloth or nylon sheath and may contain as many as three different components. This elaborate system often requires excessive maintenance and costly repairs in order to maintain its airtight integrity. Conversely, a novice can make a SAFE vessel collar repair within hours, as opposed to days or weeks.

Incredibly tough; the polyethylene foam for the SAFE Boats collar system was designed to insulate the Alaska oil-pipeline. It is inherently UV stable, impervious to petroleum products, harsh solvents and extreme weather conditions.

Helps keep crews safe. The standard SAFE Boats collar system has been shown to stop small-arms fire from penetrating the hull. With the addition of ballistic material placed behind or actually laminated into the collar, it has been shown to withstand ammunition of up to 7.62 mm. A recent test was performed at a 3-meter standoff and with both hardball and JHP-rounds.

Performance and durability:

SAFE's highly reliable vessels stand up to 24/7 rigorous use. Their boats combine speed, handling, safety and stability—they're both fast and maneuverable, a critical combination in most scenarios.

If unforeseen circumstances (enemy fire, weather, etc.) occur, SAFE's design and engineering features ensure the survivability of the crew and enable them to continue to perform their jobs. In the event of a catastrophic hull breach, the foam collar stabilizes the boat.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

SAFE boats have sustained and survived seven years of direct combat exposure and have taken more combat damage while maintaining the mission in support of Operation Iraqi Freedom than any other boat manufacturer in the world.

There have been no hull failures in more than 4 million hours of operation.

Specific boat design features greatly increase performance and durability (such as concave strakes, speed shoe, performance fins and an angled stringer system).

Gregory Stephanoff
Lieutenant
Commanding Officer
Personnel and Accounting Bureau

Nassau County

Office of Purchasing

Staff Summary A-27-2016

Subject: Safe Boat (RQPD16000451)	Date: June 07, 2016
Department: Office of Purchasing	Vendor Name: SAFE Boats International LLC.
Department Head Name: Eric Naughton	Contract Number A-27-2016
Department Head Signature	Contract Manager Name Timothy Funaro

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
7/11/16	Dept. Head	7/21/16	Counsel to C.E.
	Budget	7/20/16	County Atty.
7/11/16	Deputy C.E.		County Exec.

Narrative

Purpose: To authorize and award a Purchase Order for SAFE boats for the Nassau County Police Department Marine Bureau.

Discussion: The Marine Bureau has requested the purchase of two Safe Boats under the 2014 Port Security Grant. This purchase will upgrade the County's homeland security capabilities and will enable officers to respond to homeland security, enforcement missions and waterway emergencies in a safe, reliable rapid response vessel. Pricing is from GSA contract #GS-07F-0038H.

Impact on Funding: The cost of this purchase will be Seven Hundred Sixty Eight Thousand One Hundred Eighty Six Dollars and Forty Eight Cents ($768,186.48); funding will be 75% from the 2014 Port Security Grant and 25% from Capital Project 99206.

Recommendation: Office of Purchasing recommends an award be given to SAFE Boats International LLC as the sole source for this purchase.

APPROVED: 7/8/16
INSURANCE SECTION (DATE)

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JUL 25 P 3:48

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-27-2016**

FROM: ERIC NAUGHTON, DEPUTY COUNTY EXECUTIVE-FINANCE

DATE: JUNE 10, 2016

SUBJECT: RESOLUTION–NASSAU COUNTY POLICE DEPARTMENT MARINE BUREAU

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF SEVEN HUNDRED SIXTY EIGHT THOSAND ONE HUNDRED EIHTY SIX DOLLARS AND FORTY EIGHT CENTS ($768,186.48) ON BEHALF OF NASSAU COUNTY POLICE DEPARTMENT MARINE BUREAU TO SAFE BOATS INTERNATIONAL LLC MEETING SPECIFICATIONS TO PROVIDE (2) TWO SAFE BOATS FOR NASSAU COUNTY POLICE DEPARTMENT MARINE BUREAU..

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

ERIC NAUGHTON
DEPUTY COUNY EXECUTIVE-FINANCE

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

RULES RESOLUTION 2016

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF NASSAU COUNTY POLICE DEPARTMENT MARINE BUREAU AND SAFE BOATS INTERNATIONAL LLC.

WHEREAS, the Director is representing to the Rules Committee that the firm, SAFE BOATS INTERNATIONAL LLC is a sole source provider and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to award and execute the said Purchase Order with SAFE BOATS INTERNATIONAL LLC.

SAFE Boats International
8800 SW Barney White Rd
Bremerton, WA 98312
t: (360) 674-7161 f: (360) 674-7149

GSA Contract GS-07F-0038H

QUOTE

Number AAAQ2290
Date Jun 8, 2016
Expiration Date Jun 30, 2016
Salesperson Matt Gordy

Sold To	Ship To
Nassau County PD James Muhlbauer , NY USA **Phone** (516) 573-4450 **Fax**	**Nassau County PD** James Muhlbauer , NY USA **Phone** (516) 573-4450 **Fax**

Line	GSA	Code	Description	Qty	Price	Ext. Price
1	260-01	429-14	**SAFE 27 FULL CABIN**	2	$187,519.67	$375,039.34

SAFE 27 FULL CABIN SPECIFICATIONS
-LENGTH OVERALL (LOA) (NO ENGINES): 29'-4"
-LENGTH OVERALL (METERS): 8.9M
-BEAM OVERALL (BOA): 10'
-BEAM OVERALL (METERS): 3.1M
-DEADRISE AT TRANSOM: 25 DEG
-DRAFT (ENGINE TRIMMED UP): 21.5"
-MAX HP: 600
-FUEL CAP. (GAL): 200
-MAX NUMBER OF PERSONS: 22
-SEATED POSITIONS: 10
-DRY WEIGHT: VESSEL, NO ENGINES, NO FUEL, NO OPTIONS, NO LIQUIDS, NO PEOPLE, NO CARGO, (APPROXIMATE): 8,052 LBS

HULL & DECK
-5/16" - 5086 BOTTOM PLATE WITH SAFE BOATS EXCLUSIVE STRINGER SYSTEM WITH ANGLED TRANSVERSE FRAMING
-PRESSURE TESTED AIR TIGHT HULL
-REINFORCED KEEL BEACHING PLATE
-STEPPED TRANSOM WITH SPEED SHOE IN BOTTOM PLATE
-PERFORMANCE WINGS BELOW COLLARS FOR INCREASED LIFT AND STABILIZATION WHILE MANEUVERING
-FULLY WELDED PERFORMANCE LIFTING STRAKES
-SELF BAILING DECKS WITH HIGH VOLUME SCUPPER DRAINS
-FORWARD COCKPIT WITH SELF DRAINING DECKS
-BOW STORAGE/ANCHOR LOCKER WITH AFT FACING DOOR
-DUAL AFT RIGGING LOCKER SYSTEM WITH TOPSIDE ACCESS
-TRANSOM INSPECTION HATCH
-SACRIFICIAL HULL ANODE(S)
SUPER STRUCTURE
-CABIN WITH AFT, PORT AND STARBOARD WEATHER TIGHT DOORS
-CUDDY WITH BENCH SEATING
-WEATHER TIGHT CUDDY ACCESS HATCH
-SLIDING SIDE AFT WINDOWS
-OVERHEAD SPOTTER WINDOWS (TINTED)
-SAFETY GLASS USED IN ALL WINDOWS
-OVERHEAD CUDDY CEILING HATCH
-SWING DOWN RADAR POD
-SAFETY HAND/GRAB RAIL SYSTEM WITH BLACK RUBBERIZED RAIL WRAP
CONSOLE & DASH

Line	GSA	Code	Description	Qty	Price	Ext. Price
			-STARBOARD SIDE HELM -OHIP - OVER HEAD INSTRUMENT PANEL SEATING, SEAT STORAGE & UPHOLSTERY -POSITIONS 1 AND 2 - BENTLEY SHOCK MITIGATING SEATS WITH SEAT BELTS, FORE/AFT AND HEIGHT ADJUSTMENTS -PORT AND STARBOARD AFT JUMP SEAT/STORAGE BOXES WITH UPHOLSTERED CUSHIONS -PORT AND STARBOARD CUDDY BENCHES WITH UPHOLSTERED CUSHIONS COLLAR SYSTEM -PATENTED 100% FOAM SAFE XDR-1 EXTREME DUTY REINFORCED COLLAR SYSTEM WITH BLACK RUBSTRAKE -AVAILABLE COLLAR COLORS INCLUDE: BLACK, BLUE, GRAY, ORANGE, GREEN, RED COATINGS, COVERINGS & LETTERING -BLACK NON-SKID DECKS AND GUNNELS -BLACK RUBBERIZED DASH SKID -MARINE GRADE CARPET AND INSULATION -UPHOLSTERED HEADLINER -BLACK MESH SNAP COVERS ON INTERIOR STORAGE BOX OPENINGS -RUBBERIZED DECK MATTING ON INTERIOR WALKING SURFACES TOWING, LIFTING & ATTACHMENT POINTS -SIX (6) 10" CAST ALUMINUM WELD ON CLEATS -CUSTOM FABRICATED WELD ON PICK EYES WITH SS INSERTS -WELD ON BOW EYE WITH TRIPLE SS INSERTS -WELD ON TRANSOM TIE DOWNS -FORE AND AFT TOW POSTS WITH SINGLE SS CROSS PIN -MOTOR GUARD/TOW LINE GUIDE ELECTRICAL SYSTEM & POWER GENERATION -HOUSE BATTERY SYSTEM 12VDC - ONE (1) MARINE GRADE BATTERY WITH SWITCH -BLUE SEA 360 MARINE GRADE BREAKER SYSTEM -BACKLIT SWITCH PANEL WITH MARINE GRADE SWITCHES -FIVE (5) 12VDC POWER RECEPTACLES - ONE (1) ON GAUGE POD, TWO (2) ON DASH AND TWO (2) ON ARCH -SELF-PARKING INTERMITTENT WINDSHIELD WIPER SYSTEM WITH WASHER LIGHTING -LED NAVIGATION LIGHTS (RUNNING AND ANCHOR) -INDEPENDENTLY CONTROLLED INTERIOR/EXTERIOR DIMMABLE LED WALKWAY LIGHTS -THREE (3) RED/WHITE DOME LIGHTS - TWO (2) IN CABIN, ONE (1) IN CUDDY -FOUR (4) FLOOD LIGHTS - ONE (1) PORT, ONE (1) STARBOARD AND TWO (2) AFT DECK -ONE (1) 12VDC RECHARGEABLE FLASHLIGHT ELECTRONICS, NAVIGATION & COMMUNICATION -MAGNETIC COMPASS W/ DIMMABLE BACK-LIGHTING -NAVIGATION HORN CREW COMFORT -TWO (2) VENTILATION FANS SAFETY, RESCUE & DIVING EQUIPMENT -THREE (3) FIRE EXTINGUISHERS -LIFE RING MOUNT -CABIN DEWATERING PUMP, 1100GPH -CO DETECTOR(S) MOUNTED IN CABIN -TELESCOPING SWIM LADDER MOUNTED ON OUTBOARD BRACKET FUEL SYSTEM -200 - GALLON FUEL TANK WITH A FORMED BOTTOM (1/4" - 5086)			
2	OPEN MARKET	BP2710	**ANTI-FOULING BOTTOM PAINT (2710 HULL)** ANTI-FOULING BOTTOM PAINT ON ALL WETTED SURFACES BELOW COLLAR. (27' 10' HULL)	2	$11,340.00	$22,680.00

Line	GSA	Code	Description	Qty	Price	Ext. Price
3	OPEN MARKET	NOFC	**REPLACE FORWARD COCKPIT W/ SHEER DECK.** REPLACE FORWARD COCKPIT WITH SHEER DECK. CHANGES ANCHOR LOCKER OPENING TO TOP SIDE OF ANCHOR LOCKER AND ADDS TALLER FORWARD HANDRAILS.	2	$0.00	$0.00
4	260-01	BC2	**BOW COVER 1 PIECE, 10 WIDE.** SEVERE DUTY PADDED BOW COVER FOR 10' WIDE HULLS, 27' THROUGH 38'. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	2	$1,442.90	$2,885.80
5	OPEN MARKET	RWBK	**BLACK RUBBERIZED RAIL WRAP.** BLACK RUBBERIZED RAIL WRAP.	2	$0.00	$0.00
6	OPEN MARKET	DSBK	**BLACK RUBBERIZED DASH SKID** BLACK RUBBERIZED DASH SKID	2	$0.00	$0.00
7	OPEN MARKET	NSBK	**BLACK NON-SKID** BLACK NON-SKID	2	$0.00	$0.00
8	OPEN MARKET	RSBK	**BLACK RUB-STRAKE** BLACK RUB-STRAKE	2	$0.00	$0.00
9	OPEN MARKET	CCGY	**COLLAR COLOR GRAY** COLLAR COLOR GRAY	2	$0.00	$0.00
10	OPEN MARKET	SMSU-M	**UPGRADE TO EXTREME DUTY SHOCK MITIGATING SEATS POS 3 & 4.** UPGRADE TO EXTREME DUTY SHOCK MITIGATING SEATS MOUNTED ON STORAGE BOXES AT MID TWO POSITIONS. SEATS INCLUDES SEAT BELTS, CHART POCKETS, FORE/AFT HEIGHT ADJUSTMENT, PISTOL GRIPS , AND TOE GUARDS. NECESSARY HARDWARE AND INSTALLATION INCLUDED.	2	$11,246.07	$22,492.14
11	260-01	SMSU-F	**UPGRADE TO EXTREME DUTY SHOCK MITIGATING SEATS POS 1 & 2.** UPGRADE TO EXTREME DUTY SHOCK MITIGATING SEATS MOUNTED ON STORAGE BOXES AT HELM AND NAVIGATOR POSITIONS. SEATS INCLUDES SEAT BELTS, CHART POCKETS, FORE/AFT HEIGHT ADJUSTMENT, AND TOE GUARDS. PISTOL GRIPS INCLUDED ON NAVIGATOR SEAT ONLY. NECESSARY HARDWARE AND INSTALLATION INCLUDED.	2	$11,531.92	$23,063.84
12	260-01	PRC-10	**SAFE 10FT BEAM BOATS PERSONNEL RECOVERY CUTOUT** PERSONNEL RECOVERY SIDE PLATE AND COLLAR CUTOUTS. FACILITATES PIW RECOVERY. INCLUDES REMOVABLE PORT AND STARBOARD INSERTS FOR USE UNDERWAY.	2	$3,340.89	$6,681.78
13	260-01	DLG4	**DIVE LADDER SS GARELICK 4-RUNG W/ STORAGE MOUNT.** DIVE LADDER SS GARELICK 4-RUNG WITH MOUNT ON PORT SIDE OF OUTBOARD BRACKET. INCLUDES STORAGE MOUNT WHILE NOT IN USE, NECESSARY HARDWARE AND INSTALLATION.	2	$473.96	$947.92
14	260-01	DLPRCP	**DIVE LADDER PRC PLATFORM** DIVE LADDER PRC PLATFORM WITH LOCKING PINS AND LANYARDS.	2	$918.70	$1,837.40
15	OPEN MARKET	BATT	**ADDITIONAL HOUSE BATTERY** ADDITIONAL HOUSE BATTERY WIRED IN PARALLEL WITH EXISTING 12VDC HOUSE BATTERY CREATING A DUAL BANK, 12VDC, SINGLE	2	$445.39	$890.78

Line	GSA	Code	Description	Qty	Price	Ext. Price
			HOUSE BATTERY BANK. INCLUDES NECESSARY HARDWARE AND INSTALLATION.			
16	260-01	PASU	**POWER ASSIST STEERING HELM AND PUMP.** POWER ASSIST STEERING UPGRADE. UPGRADE MANUAL HYDRAULIC STEERING WITH POWER ASSIST STEERING HELM AND PUMP. INCLUDES NECESSARY HOSES, HARDWARE AND INSTALLATION.	2	$2,739.15	$5,478.30
17	260-01	ERH2	**HONDA TWIN ENGINE RIGGING-DIGITAL GAUGES** HONDA TWIN ENGINE RIGGING-DIGITAL. RIGGING INCLUDES: HYDRAULIC STEERING, TIE-BAR, SS PROPS, DUAL BINNACLE, STEERING WHEEL, SAFETY LANYARD, AND DIGITAL GAUGE PACKAGE (1 SPEED/FUEL 2 TACH/TRIM). INCLUDES NECESSARY HARDWARE AND INSTALLATION.	2	$10,318.76	$20,637.52
18	OPEN MARKET	MH250-30D	**DUAL HONDA 250HP - 30IN SHAFT OUTBOARDS** HONDA OUTBOARDS - TWO (2) (1-R, 1-L) BF250A1XX & BF250A1XXC 4 STROKE EFI MOTORS (30" SHAFT).	2	$36,857.50	$73,715.00
19	OPEN MARKET	SPK-G4-P	**110VAC SHORE POWER KIT W/ GENERATOR - 4 BATTERY SYSTEM W/ PRONAUTICP** 110VAC SHORE POWER KIT W/ GENERATOR (FOR DUAL ENGINES W/ SINGLE HOUSE BATTERY). KIT INCLUDES: 120VAC 30AMP SHORE INLET, DUAL SOURCE BLUE SEAS 360 A/C PANEL W/ ANALOG VOLT METER, GFCI OUTLET W/ COVER, ISOLATION TRANSFORMER, 25' SHORE POWER CORD AND TWO (2) THREE BANK PRONAUTIC SMART CHARGERS WHICH CHARGES, CONDITIONS, MAINTAINS AND RE-CONDITIONS. AUTOMATIC DOCKSIDE POWER SUPPLY MODE FOR 12 VOLT DC LIGHTING AND APPLIANCES. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	2	$3,529.21	$7,058.42
20	OPEN MARKET	GGW5.0MCG-AL	**GENERATOR GAS WESTERBEKE 5.0MCG IN THE AFT LOCKER** WESTERBEKE 5.0MCG LOW-CO 60HZ GAS GENERATOR IN AFT LOCKER. PLUMBED TO INTERNAL GAS TANK. INCLUDES: MODIFICATION TO AFT LOCKER SYSTEM TO ACCEPT GENERATOR, DEDICATED STARTING BATTERY, MUFFLER, AC DISTRIBUTION PANEL, NECESSARY HARDWARE AND INSTALLATION.	2	$15,735.15	$31,470.30
21	OPEN MARKET	GCWK-AL	**GENERATOR COLD WEATHER UPGRADE KIT IN THE AFT LOCKER.** GENERATOR COLD WEATHER UPGRADE KIT. KIT INCLUDES: (1) 450WATT XTREME HEATER XXL LOCATED IN STARBOARD AFT GENERATOR LOCKER, (1) HEATED HOSE ON RAW WATER PICK-UP LOCATED IN OUTBOARD BRACKET, NECESSARY HARDWARE AND INSTALLATION.	2	$1,390.95	$2,781.90
22	260-01	ACDRT-15000BTU	**DOMETIC 15,000 BTU ROOF TOP AIR CONDITIONER W/ HEAT STRIP AND SMART START** DOMETIC 15,000 BTU ROOF TOP AIR CONDITIONER. 115 VAC, 60 HZ, SINGLE PHASE. INCLUDES HEAT STRIP, DOMETIC SMARTSTART SINGLE PHASE SOFT STARTER, NECESSARY HARDWARE AND INSTALLATION.	2	$3,887.62	$7,775.24
23	260-01	DH2.5	**WEBASTO DIESEL HEATER W/ 2.5 GAL TANK.** WEBASTO 3900 DIESEL HEATER AND DEFROSTER WITH 2.5 GALLON FUEL TANK FOR 8'6" WIDE HULLS. MOUNTS IN PORT AFT LOCKER. INCLUDES: SS TUBING, DELVAN FILTER. NECESSARY HARDWARE AND INSTALLATION INCLUDED.	2	$4,754.02	$9,508.04
24	260-01	TZT14	**FURUNO NAVNET TZTOUCH 14.1IN MULTI TOUCH, MULTI FUNCTION DISPLAY** SUNLIGHT VIEWABLE 14.1 INCH WXGA (1280X800 PIXELS) MULTI TOUCH LCD DISPLAY TOUCH SCREEN WITH MULTI TOUCH EASY TO USE ROTOKEY MARINE WEATHER FORECASTER DELIVERS UNLIMITED ACCESS TO	4	$5,137.18	$20,548.72

Line	GSA	Code	Description	Qty	Price	Ext. Price
			COMPLETELY FREE WEATHER FORECASTS, WORLDWIDE, 24/7 TABLET & SMARTPHONE APPS: CUSTOM APPS ALLOW YOU TO WIRELESSLY VIEW AND CONTROL TZTOUCH FROM ANY IPHONE, IPAD, OR IPOD TOUCH (OTHER MOBILE PLATFORMS TO BE SUPPORTED IN THE FUTURE.) WIFI HOTSPOT CONNECTIVITY ANTI-REFLECTIVE GLASS COATING IS VISIBLE UNDER ANY LIGHTING CONDITION. OPTIONAL C-MAP BY JEPPESEN AND DATACORE BY NAVIONIC VECTOR CARTOGRAPHY AVAILABLE FOR PURCHASE DUAL SD CARD SLOTS FREE HIGH RESOLUTION SATELLITE PHOTOS OF US AVAILABLE FOR DOWNLOAD INCLUDES ALL NECESSARY HARDWARE, CABLES, AND INSTALLATION			
25	260-01	GP330B	**FURUNO GP330B GPS ANTENNA** FURUNO GP330B GPS/WAAS SENSOR - NMEA 2000 COMPATIBLE ANTENNA FOR STAND ALONE GPS ON NAVNET 3D. THIS WILL MOUNT ON THE DOUBLER AND BE RUN USING NMEA 2000.	2	$464.64	$929.28
26	260-01	520-PLD	**FURUNO 520-PLD PLASTIC THRU-HULL TRANSDUCER** FURUNO 520-PLD PLASTIC THRU-HULL, LOW PROFILE, TRANSDUCER, 600W (10-PIN). INCLUDES NECESSARY HARDWARE AND INSTALLATION.	2	$167.56	$335.12
27	260-01	DFF1	**FURUNO DFF1 DIGITAL NETWORK SOUNDER.** FURUNO DFF1 DIGITAL NETWORK BLACK BOX SOUNDER 600/1000WATT OUTPUT 50/200 KHZ. INCLUDES NECESSARY HARDWARE AND INSTALLATION. TRANSDUCER NOT INCLUDED.	2	$875.99	$1,751.98
28	260-01	DRS4D	**FURUNO DRS4D 24IN UHD RADOME, 4KW, 36NM.** FURUNO DRS4D 24" UHD DIGITAL RADOME FOR NAVNET 3D, 4KW, 36NM. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	2	$2,513.51	$5,027.02
29	260-01	PSU012	**FURUNO PSU12 POWER SUPPLY FOR DRS RADARS, NAVNET 3D AND TZTOUCH** FURUNO PSU012 POWER SUPPLY FOR DRS RADARS, NAVNET 3D AND TZTOUCH. INCLUDES NECESSARY HARDWARE AND INSTALLATION. THE PSU012 POWER SUPPLY IS REQUIRED FOR DRS4A/DRS6A WITH MFD8, DRS12A WITH MFD8 OR MFD12 THE PSU012 POWER SUPPLY IS REQUIRED FOR DRS2D/DRS4D/DRS4A/DRS6A/DRS12A WITH TZT9 OR TZT14.	2	$883.12	$1,766.24
30	OPEN MARKET	PG700	**FURUNO PG700 NMEA2000 RATE COMPENSATED HEADING SENSOR.** FURUNO PG700 NMEA2000 RATE COMPENSATED HEADING SENSOR WITH 6M NMEA2000 CABLE. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	2	$1,064.53	$2,129.06
31	260-01	IF-NMEA2k2	**FURUNO INTERFACE CONVERTER NMEA2000-NMEA0183.** FURUNO INTERFACE CONVERTER NMEA2000-NMEA0183. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	2	$235.12	$470.24
32	260-01	HUB101	**FURUNO HUB101 DEDICATED INTERSWITCH HUB** FURUNO HUB101 DEDICATED INTERSWITCH HUB FOR NAVNET 3D. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	2	$756.85	$1,513.70
33	OPEN MARKET	VS-FLIRM-NN3D	**VIDEO SPLITTER, FLIR M-SERIES TO DUAL FURUNO NAVNET 3D DISPLAYS.** VIDEO SPLITTER, FLIR M-SERIES CAMERA TO DUAL FURUNO NAVNET 3D DISPLAYS. INCLUDES NECESSARY HARDWARE, CABLES AND LABOR TO SPLIT FLIR M-SERIES CAMERA VIDEO AND DISPLAY ON DUAL FURUNO NAVNET 3D DISPLAYS.	2	$299.67	$599.34

Line	GSA	Code	Description	Qty	Price	Ext. Price
34	OPEN MARKET	AISL3-AISA 300090	**L3 PROTEC-M AIS, STEDS_EAIS AISL3-000-90.** L3 PROTEC-M AIS, STEDS_EAIS SYSTEM AISA3-000-90. INCLUDES: POWER/DATA CABLES, TRUNION BRACKET, MANUAL, MORAD 159HD AIS ANTENNA, L3 GPS NARROW BAND ANTENNA, INSTALLATION AND NECESSARY HARDWARE.	2	$9,279.25	$18,558.50
35	OPEN MARKET	FLIRM625XP	**FLIR M-625 XP, INSTALLED, DISPLAY NOT INCLUDED.** FLIR M-SERIES M-625XP - VOX MICROBOLOMETER SENSOR, 640 X 480 THERMAL IMAGING W/ 25 X 20 DEGREE FIELD OF VIEW, 2X & 4X E-ZOOM, 360 CONTINUOUS PAN, +/- 90 DEGREE TILT AND ERGONOMIC JOYSTICK CONTROL UNIT. SYSTEM REQUIRES 12-24VDC. INCLUDES INSTALLATION AND ASSOCIATED CABLES. DISPLAY WITH VIDEO INPUT REQUIRED FOR VIEWING. DISPLAY IS NOT INCLUDED.	2	$14,826.36	$29,652.72
36	OPEN MARKET	F4MBBBBP	**WHELEN F4MBBBBP MINI EDGE FREEDOM IV SUPER-LED 22" LIGHTBAR, BLUE.** WHELEN F4MBBBBP MINI EDGE FREEDOM IV SUPER-LED 22" LIGHTBAR, BLUE, MOUNTED ON RADAR ARCH POD FACE FOR MAXIMUM 360 DEGREE VISIBILITY. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	2	$1,882.06	$3,764.12
37	260-01	HPW112/SA315	**WHELEN LOUDHAILER SYSTEM. WPA112, WPA2, SA315.** WHELEN 100WATT LOUDHAILER SYSTEM. INCLUDES WPA112 AMPLIFIER, WPA2 CONTROL HEAD W/ FLUSH MOUNT KIT AND SA315 SPEAKER. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	2	$1,148.76	$2,297.52
38	260-01	SLRCL-100D	**ACR RCL-100D SEARCH LIGHT W/ REMOTE POINT PAD.** ACR RCL-100D REMOTE CONTROL SEARCHLIGHT WITH SINGLE REMOTE POINT PAD. 12VDC, 200,000 CANDELA. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	2	$1,508.33	$3,016.66
39	260-01	FLDRLED	**UPGRADE TO DR LED 600+ LUMENS LED FLOOD LIGHTS.** UPGRADE FROM STANDARD SBI 55WATT HALOGEN FLOOD LIGHTS TO DR LED "KEVIN" 8001344 600+ LUMENS LED FLOOD LIGHTS. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	2	$567.92	$1,135.84
40	OPEN MARKET	CPI506/S	**ICOM IC-M506 (FRONT MIC) VHF RADIO W/ SHAKESPEARE 5 VHF ANTENNA.** ICOM IC-M506 SUBMERSIBLE PLUS MARINE (FRONT MIC) VHF WITH CLASS D DSC, AND NMEA 0183/2000. INCLUDES: SHAKESPEARE 5' VHF ANTENNA WITH S/S RATCHET MOUNT, FLUSH MOUNT KIT, EXTERNAL VHF SPEAKER, NECESSARY HARDWARE AND INSTALLATION.	2	$1,096.32	$2,192.64
41	260-01	GLAC	**TWIN SBI UNIVERSAL GUN LOCKS AFT CABIN** TWO (2) SBI UNIVERSAL GUN LOCKS MOUNTED IN AFT CABIN.	2	$414.81	$829.62
42	260-01	TOW300	**TOW SPOOL W/ 300 LINE, HAND BREAK & COVER.** TOW LINE STORAGE SPOOL W/ HAND BRAKE MOUNTED ON AFT SIDE OF RADAR POD. TOW SPOOL WILL STORE 300' OF 3/4 DBN TOW LINE. INCLUDES TOW SPOOL COVER, 300' OF LINE, NECESSARY HARDWARE AND INSTALLATION.	2	$1,215.56	$2,431.12
43	260-01	SFTYKT	**OFFSHORE SAFETY KIT** SAFETY KIT. KIT INCLUDES: 24" LIFE RING BUOY WITH DISTRESS MARKER LIGHT, PORTABLE BILGE PUMP, 10-PERSON FIRST AID KIT, OFFSHORE MARINE FLARE SIGNAL KIT AND HAND HELD COMPRESSED AIR HORN.	2	$834.12	$1,668.24
44	260-01	DK17-38	**DOCKING KIT FOR 17-38 HULLS.** DOCKING KIT FOR 17'-38' HULLS. KIT INCLUDES: FOUR(4) 30' X 5/8" DBN DOCK LINES W/ EYE SPLICE AT ONE END (BLACK), FOUR(4) 5.5" X 20" 2-EYED RIBBED BLACK FENDERS, AND FOUR(4) 3/8" X 9' FENDER WHIPS (BLACK).	2	$301.90	$603.80

Line	GSA	Code	Description	Qty	Price	Ext. Price
45	260-01	AK27-31	**ANCHOR KIT 27-31** ANCHOR KIT FOR 27'-31' HULLS. KIT INCLUDES: (1) FORTRESS FX11 7LB ANCHOR, (1) 3/8" S/S SHACKLE, (9 FT) S/S ANCHOR CHAIN, (1) 3/8" S/S JAW-TO-JAW SWIVEL, AND (150') 5/8" 3 STRAND W/ S/S THIMBLE.	2	$627.68	$1,255.36
46	OPEN MARKET	TRL14A	**EZ LOADER ALUMINUM TRAILER, 14000 CAPACITY - 29 HULLS.** EZ LOADER 14,000# CAPACITY ALUMINUM BUNK TRAILER FOR 29FT HULLS. INCLUDES DISC BRAKES, BOW LADDER, V-STOP AND LED LIGHTING.	2	$14,060.00	$28,120.00
47	OPEN MARKET	2DFT-SBI	**2-DAY FAMILIARIZATION TRAINING, AT SBI.** 2-DAY FAMILIARIZATION TRAINING: THIS INTRODUCTORY BOAT OPERATIONS COURSE WILL PROVIDE THE CUSTOMER WITH A BASIC UNDERSTANDING OF THEIR NEW SAFE BOAT, ITS SYSTEMS, AND THE RELEVANT OPERATIONAL CHARACTERISTICS; 1 INSTRUCTOR FOR UP TO 10 STUDENTS. INCLUDES: -INSTRUCTOR(S) -CLASSROOM/FACILITY -BOAT OPERATIONAL COSTS (LAUNCHING, MOORING, FUEL, ETC.) -8.7% WA STATE TAX FOR TRAINING TO BE COMPLETED IN WA STATE NOT INCLUDED: -STUDENT TRAVEL EXPENSES (AIRFARE, HOTEL, MEALS, ETC.). -OEM INSTRUCTORS(CAN BE ADDED FOR AN ADDITIONAL FEE)	1	$3,804.50	$3,804.50
48	260-01	Prep3	**SHIPPING PREP/FULL TRANSHIELD COVER OR SHRINK WRAP** PREPARATION FOR SHIPPING INCLUDES: 1 DISCONNECT BATTERIES FROM ELECTRICAL SYSTEM. 2 SECURE LOOSE GEAR TO PREVENT SHIFTING DURING SHIPMENT. 3 SECURE BOAT TO TRAILERS. (IF APPLICABLE) 4 SECURE EQUIPMENT (E.G., MOTORS, SPOTLIGHT, ETC.) AS NECESSARY TO PREVENT MOVEMENT DURING SHIPMENT. 5 REMOVE FLAMMABLE LIQUIDS IF REQUIRED TO COMPLY WITH OCEAN TRANSPORTATION REQUIREMENTS. 6 PLACE RADOME AND ANTENNAS IN LOWERED POSITION. 7 ENSURE NO MORE THAN 10 GALLONS FUEL REMAINS IN THE FUEL TANKS. 8 PLACE BOAT CABIN KEY IN A SECURE "HIDE" 9 PROTECTIVE TRANSHIELD APPLICATION OR SHRINK WRAP DEPENDING ON VESSEL TYPE. (COVERS BOAT DOWN TO COLLAR AND OUTBOARD ENGINES IF APPLICABLE) DOES NOT INCLUDE ACTUAL TRANSPORTATION CHARGES	2	$1,522.71	$3,045.42

Shipping to NY

SubTotal	$752,390.48
Tax	$0.00
Shipping	$15,796.00
Total	**$768,186.48**

SAFE Boats International, LLC.
8800 Barney White Rd.
Bremerton, WA 98312
360-674-7161
360-674-7149 fax
www.safeboats.com

June 8, 2016

RE: JUSTIFICATION LETTER

SAFE Boats International is the exclusive patent holder of U.S. Patents 5,282,436, 5,647,297, 5,870,965, 6,810,827, 5,870,965, 5,647,297, 5,282,436, 7,070,730 and 7,201,865 all of which pertain to foam stabilized watercraft. No other manufacturer can legally produce a foam stabilized watercraft with the same properties as a SAFE Boat. Those properties include:

- Mechanical and chemical attachment systems;
- Full buoyancy flotation collars which enable the boat to remain afloat with no additional flotation in the event of a catastrophic hull breach;
- Collar size and dimensions provide the ultimate in stabilization and displacement when the watercraft executes a tight turn or when it is loaded heavy.
- SAFE Boats also provides a full sided hull, unlike many other manufacturers.

SAFE Boats are not available for purchase through any dealer network and/or distributor, thus there is no other manufacturer producing any like vessel on any current contract vehicle in the U.S. The boats can only be purchased factory direct through our facility at:

- SAFE Boats International
  8800 Barney White Road
  Bremerton, WA. 98312

There are many factors that make up a SAFE Boat that other builders just don't add in to their boats. These other builders just don't have the resources or experience to build boats like SAFE does. This is also the reason why you may see other builders pricing at lower levels than a SAFE Boat. Our boats tend to be a bit more expensive, but when looking at this long term important purchase, the value is gained back two fold with use and longevity. Be advised, comparing a SAFE to another builder is just not apples to apples. The purchase of a SAFE guarantees the buyer of a durable long standing work boat with an incredibly long life, unlike other boats. While other agencies will be replacing their non-SAFE boats, those that purchase SAFE's have their boats for years and years (if not decades) afterwards, and end up looking back smiling at their decision.

1) Speed Shoe -- this is the portion of the bottom of the hull that flattens out towards the engines. It allows a SAFE to reach plane faster and perform at higher speeds than other boats of the same length, allowing for quicker response time.

2) Foam Collars: Our foam collars are patented and no other builder can build a boat with collars specific to "foam stabilized water craft". Basically, the interaction with the water is what this patent covers. This gives you floatation and stabilization. Again, no other builder can do this

due to our patents. They are foam so there is no air to deflate and they are an important part of the performance of the boat in general. They are not just "fenders".

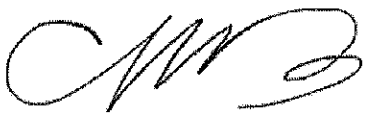
3) Performance Strakes: A run of the mill boat builder doesn't have the time or resources to put strakes on the bottom of the boat like a SAFE. Our strakes are concave and promote lift. It is a time consuming expensive task to make these concave strakes. This added lift reduces drag, allowing for better performance, and again allows for a quicker response time.

4) Air Tested Hulls and Gas Tanks: SBI air tests every one of our hulls and gas tanks in entirety. There are no other builders that can claim this. 3,500,000 hull hours in the field to date and not ONE hull failure. NOT ONE! It is the time and cost put into this proven hull design that achieves this feat. The hull and deck of the SAFE Boat is a watertight structure. Deck hatches and inspection ports are bolted or welded in and sealed. The entire hull volume below decks and fuel tank are pressure tested to 33 CFR 183.510, in excess of those required by the enhanced pressure test.

5) Performance Wings: this is the aluminum wing structure fabricated underneath the collars of a SAFE. Again, allowing for better performance and faster response time and added ability/maneuverability in an intercept. The wing/fin acts on fluid dynamics and a principle in physic's known as Bernoulli's Principle that explains the relationship between velocity and the pressure of moving water. As the velocity of a fluid increases, the pressure exerted by that fluid decreases. This results in a vacuum being created under the fin. When the boat enters into a corner, the inside fin dips into the water. Since there is now a vacuum under the fin the boat remains stable through the turn and will not "trip" to the outboard side of the turn creating a situation known as "catching a chine".

Please don't hesitate to contact SBI directly if you have any questions regarding SAFE and why SBI really does build the only boat of its kind on the market.

Thank you,



Matt Gordy

Director of Sales – US West

1-360-271-2942 Cell

mattg@safeboats.com

DISCLOSURE STATEMENT

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

Bidders Name: SAFE Boats International LLC

Address: 8800 SW Barney White Road, Bremerton, WA 98312

Telephone No: (360) 674-7161 Fax No: (360) 674-7149

1. State Whether: A Corporation _____

Individual _____

Partnership _____

Other Limited Liability Company

GUIDELINES FOR DISCLOSURE

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

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

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

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

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

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

6) Limited Liability Company. The Names and Home Addresses of all Members. Please see previously provided information attached.

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

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

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

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

BIDDER SIGN HERE _____ BIDDER

CFO
TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME: SAFE Boats International LLC

ADDRESS: 8800 SW Barney White Road, Bremerton, WA 98312

1. STATE WHETHER: CORPORATION _____ INDIVIDUAL _____ PARTNERSHIP _____
   OTHER LLC
2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
   PRESIDENT Dennis Morris, President & CEO
   VICE PRESIDENT
   SECRETARY
   TREASURER Richard Schwarz, CFO
3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? No
   IF SO WHEN?
4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 19
5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? None
   IF SO, WHERE AND WHY?
6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? None
7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Dennis Morris	President & CEO	25+	Oversee company operations	Management
Christer Bradley	VP Operations	25+	Oversee production operations	Management
Jenson Charnell	Engineering Manager	20+	Engineering/Design of Boats	Management

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL.
   SAFE Boats has completed a review of the specifications and prepared a compliance matrix to verify.

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

BIDDER SIGN HERE _____ BIDDER

CFO TITLE

COUNTY OF NASSAU

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

1. Name of the Entity: SAFE Boats International LLC

   Address: 8800 SW Barney White Road

   City, State and Zip Code: Bremerton, WA 98312

2. Entity's Vendor Identification Number: 91-1737896

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

   X Ltd. Liability Co ____Closely Held Corp _____Other (specify)

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

Please see attached.

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

Please see attached.

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.). 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, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None.

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

N/A

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

N/A

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

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

Dated: June 9, 2016

Signed: [signature]
Print Name: Richard Schaffer

Title: CFO

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.

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

BIDDER SIGN HERE _____ BIDDER

CFO
TITLE

SAFE Boats International LLC
Ownership Summary

Name	Position	%
Fulcrum Boats LLC c/o McCarthy Capital Corp (Board Member) First National Tower, Ste 3800 1601 Dodge Street Omaha NE 68102	Non-Managing Member	7.3130%
William M. Hansen 8201 Orchard Ave SE Port Orchard WA 98367	Non-Managing Member	20.8940%
Scott B. Peterson 19462 Normandy Park Dr. SW Normandy Park WA 98166-4132	Non-Managing Member, Chairman of the Board	10.7440%
William A. Hoglund dba West Sound Priorities LLC PO Box 1914 3470 Tucker Ranch Rd Wilson WY 83014	Non-Managing Member	14.9820%
T. Douglas Clement 4308 Kitsap Way, Bremerton, WA 98312 *Mail to* 3261 Mapu Place Kihei, HI 96753	Non-Managing Member	1.9630%
Asymmetry LLC Alexander S. Friedman c/o Inveris Parners LLC 1301 Second Ave, Ste 2850 Seattle, WA 98101	Non-Managing Member	0.3710%
Waitt SAFE Boats, LLC c/o Dana Bradford 1125 S. 103rd St., Ste 425 Omaha NE 68124	Non-Managing Member	10.9700%
Fulcrum SAFE Boats LLC c/o McCarthy Capital Corp First National Tower, Ste 3800 1601 Dodge Street Omaha NE 68102	Non-Managing Member	22.4440%
Alexander S. Friedman c/o Inveris Parners LLC 1301 Second Ave, Ste 2850 Seattle, WA 98101	Non-Managing Member	0.0710%
Gerald Grinstein 999 Third Ave., Ste 3400 Seattle, WA 98104	Non-Managing Member	0.0710%
Timothy Pierce Dana 275 West 12th St New York NY 10014	Non-Managing Member	0.1060%
Ezra Samuel Field 1180 Peach Tree St NE, Ste 2500 Atlanta GA 30309	Non-Managing Member	0.0710%
Long Term Incentive		10.0000%

CONFIDENTIAL

Name	Position	%
Dennis P Morris 74 Island Blvd Fox Island, WA 98333	Chiel Executive Officer	
Richard W. Schwarz, CFO 70 Laurel Street Port Hadlock, WA 98339	Chiel Financial Officer	
Christer A. Bradley 6563 McDonald Ave, Unit #305 Gig Harbor, WA 98335	VP of Operations	
Hartwell J. Champagne Jr., VP of Program Management 2815 108th St NW Gig Harbor, WA 98332	VP of Program Management	

CONFIDENTIAL

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: 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; or to otherwise engage in lobbying activities as the term is defined herein. 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.

None.

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

N/A

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

N/A

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

N/A

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

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

BIDDER SIGN HERE _____ BIDDER

CFO
TITLE

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

Dated: June 9, 2016

Signed: [signature]
Print Name: Richard Schwarz

Title: CFO

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

BIDDER SIGN HERE [signature] BIDDER

CFO TITLE

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.

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

BIDDER SIGN HERE _____ BIDDER

CFO
TITLE

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: June 9, 2016

1) Proposer's Legal Name: SAFE Boats International LLC

2) Address of Place of Business: 8800 SW Barney White Road, Bremerton, WA 98312

List all other business addresses used within last five years:
N/A

3) Mailing Address (if different): same

Phone : (360) 674-7161

Does the business own or rent its facilities? Lease

4) Dun and Bradstreet number: 01-991-5511

5) Federal I.D. Number: 91-1737896

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

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ___ No X If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details: _____

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

BIDDER SIGN HERE _____ BIDDER

GFO TITLE

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

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

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

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

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No X If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No X If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No X If Yes, provide details for each such conviction _____

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

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

BIDDER SIGN HERE _____ BIDDER

CFO TITLE

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

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

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

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

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
Upon being hired, employees must sign and disclose any potential conflicts of interest that they may have. If a conflict of interest should arise guidance should be sought from the County.

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; 12/23/1996

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Please see attached Ownership Summary

iii) Name, address and position of all officers and directors of the company; Please see attached Ownership Summary

iv) State of incorporation (if applicable); N/A, SAFE is not incorporated but an LLC in the state of Washington

v) The number of employees in the firm; 350

vi) Annual revenue of firm; $75M

vii) Summary of relevant accomplishments Please see attached

viii) Copies of all state and local licenses and permits. Please see attached

B. Indicate number of years in business. 19 years

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

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

Company USAF / USN Combat Dive School

Contact Person Mark Graff

Address 350 Craig Rd

City/State Panama City, FL 32407

Telephone (850) 234-4184

Fax #

E-Mail Address mark.j.graff@navy.mil

Company Oceanside Police Department

Contact Person Jon Hoover

Address 3855 Mission Ave

City/State Oceanside, CA 9254

Telephone (760) 435-4060

Fax # _____

E-Mail Address jhoover@ci.oceanside.ca.us

Company Palm Beach County Sheriff

Contact Person Glen Maxwell

Address 3228 Gun Club Road

City/State West Palm Beach, FL 33406

Telephone (561) 640-4054

Fax # _____

E-Mail Address maxwellg@pbso.org

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

BIDDER SIGN HERE _____ BIDDER

CFO
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

CERTIFICATION

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

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

Sworn to before me this 9th day of June 2016.

Connie J Lape
Notary Public

CONNIE J. LAPE
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
SEPTEMBER 1, 2018

Name of submitting business: SAFE Boats International LLC

By: Richard Schwartz
Print name

Signature

CFO
Title

6 / 9 / 16
Date

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

BIDDER SIGN HERE _____ CFO
BIDDER TITLE

26

Delle, Jaclyn

From: Meagher, Tom
Sent: Wednesday, July 20, 2016 3:04 PM
To: Delle, Jaclyn
Cc: g stephanoff
Subject: FW: SAFE Boats - Principle Questionnaire
Attachments: SAFE Boats Principle Q Completed.pdf

Lt. Stephanoff is on vacation this week and wanted me to forward this correspondence (see above attachment) to you with regard to the pending Safe Boats Grant.....fyi, Lt. Meagher

Lieutenant Thomas F. Meagher
Deputy Commanding Officer
Personnel And Accounting Bureau
PH (516) 573-7150
Fax (516) 573-7409
tmeagher@pdcn.org

From: Matt Gordy [mailto:mattg@safeboats.com]
Sent: Wednesday, July 20, 2016 2:59 PM
To: Meagher, Thomas
Subject: FW: SAFE Boats - Principle Questionnaire

FYSA

From: Matt Gordy
Sent: Wednesday, July 20, 2016 10:15 AM
To: tfunaro@nassaucountyny.gov; gstephanoff@pdcn.org
Subject: SAFE Boats - Principle Questionnaire

Hi Tim / Greg,

Please see the attached completed forms, would you like me to send the original copies by Fed Ex? If so can you please provide an address and I will have them sent out priority today.

Note that our CFO Richard Schwarz has signed in lieu of our CEO Dennis Morris, as he is out on Emergency Leave and unable to sign.... Richard is acting CEO and has full signature authority for the company while Dennis is away.

Let me know if you have any questions.

Thank you,

SAFE BOATS INTERNATIONAL
Matt Gordy | Director of Sales – US West
SAFE Boats International | office 360.674.7161| mobile 360.271.2942 | www.safeboats.com
Proven Performance in the Toughest Conditions

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 Scott Peterson
   Date of birth 05 / 19 /1962
   Home address 19462 Normandy Park Drive SW
   City/state/zip Normandy Park, WA 98166
   Business address 8800 SW Barney White Road
   City/state/zip Bremerton WA 98312
   Telephone 360-340-0250
   Other present address(es) _____
   City/state/zip _____
   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 08/01 2013 Shareholder 09/01 /1996
   Chief Exec. Officer 09 / 01 / 2011 Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

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

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

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X ; If Yes, provide details.

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

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

BIDDER SIGN HERE _____ _____
BIDDER TITLE

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

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

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ___ NO X If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

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BIDDER SIGN HERE _____ _____
BIDDER TITLE

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

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

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

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

Sworn to before me this 20 day of July 20 16

Barbara L Mellegard
Notary Public

BARBARA L. MELLEGARD
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
SEPTEMBER 1, 2018

SAFE Boats International
Name of submitting business

Scott Peterson
Print name

Signature

Chairman of the Board of Directors
Title

7, 20, 16
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Richard Schwarz
   Date of birth 05 / 10 / 1964
   Home address 70 Laurel Street
   City/state/zip Port Hadlock, WA
   Business address 8800 SW Barney White Road
   City/state/zip Bremerton, WA 98312
   Telephone 360-674-7161
   Other present address(es) _____
   City/state/zip _____
   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 08 / 03 / 2015 Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

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

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

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X ; If Yes, provide details.

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

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BIDDER SIGN HERE _____ _____
BIDDER TITLE

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

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

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO _X_ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO _X_ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO _X_ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO _X_ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO _X_ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO _X_ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO _X_ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO _X_ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ___ NO _X_ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO _X_ If Yes, provide details for each such occurrence.

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

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NOX If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

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

Sworn to before me this 19 day of July 2016

Barbara L Mellegard
Notary Public

BARBARA L. MELLEGARD
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
SEPTEMBER 1, 2018

SAFE BOATS INTERNATIONAL, LLC
Name of submitting business

RICHARD SCHWARZ
Print name

Signature

CFO
Title

7 / 19 / 16
Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name William Hansen
   Date of birth 06 / 19 / 1953
   Home address 8201 Orchard Ave SE
   City/state/zip Port Orchard, WA 98367
   Business address 8800 SW Barney White
   City/state/zip Bremerton, WA 98312
   Telephone 360-674-7161
   Other present address(es) _____
   City/state/zip _____
   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 12 / 23 / 1996
   Chief Exec. Officer 12 / 23 / 1996 Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner 12 / 23 / 1996
   Vice President ___/___/___ _____ ___/___/___
   (Other)

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 X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ___; If Yes, provide details.

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

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BIDDER SIGN HERE _____ _____
BIDDER TITLE

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

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

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

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   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ___ NO X If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

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BIDDER SIGN HERE _____ _____
BIDDER TITLE

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

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

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

Sworn to before me this 14 day of July 20 16

Barbara L Mellegard
Notary Public

BARBARA L. MELLEGARD
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
SEPTEMBER 1, 2018

SAFE Boats International
Name of submitting business

William M. HANSEN
Print name

Signature

Board of Directors Member
Title

7, 14, 16
Date

SAFE Boats International LLC
Ownership Summary

Name	Position	%
Fulcrum Boats LLC c/o McCarthy Capital Corp (Board Member) First National Tower, Ste 3800 1601 Dodge Street Omaha NE 68102	Non-Managing Member	7.3130%
William M. Hansen 8201 Orchard Ave SE Port Orchard WA 98367	Non-Managing Member	20.8940%
Scott B. Peterson 19462 Normandy Park Dr. SW Normandy Park WA 98166-4132	Non-Managing Member, Chairman of the Board	10.7440%
William A. Hoglund dba West Sound Priorities LLC PO Box 1914 3470 Tucker Ranch Rd Wilson WY 83014	Non-Managing Member	14.9826%
T. Douglas Clement 4308 Kitsap Way, Bremerton, WA 98312 *Mail to* 3261 Mapu Place Kihei, HI 96753	Non-Managing Member	1.9630%
Asymmetry LLC Alexander S. Friedman c/o Inveris Parners LLC 1301 Second Ave, Ste 2850 Seattle, WA 98101	Non-Managing Member	0.3710%
Waitt SAFE Boats, LLC c/o Dana Bradford 1125 S. 103rd St., Ste 425 Omaha NE 68124	Non-Managing Member	10.9700%
Fulcrum SAFE Boats LLC c/o McCarthy Capital Corp First National Tower, Ste 3800 1601 Dodge Street Omaha NE 68102	Non-Managing Member	22.4440%
Alexander S. Friedman c/o Inveris Parners LLC 1301 Second Ave, Ste 2850 Seattle, WA 98101	Non-Managing Member	0.0710%
Gerald Grinstein 999 Third Ave., Ste 3400 Seattle, WA 98104	Non-Managing Member	0.0710%
Timothy Pierce Dana 275 West 12th St New York NY 10014	Non-Managing Member	0.1060%
Ezra Samuel Field 1180 Peach Tree St NE, Ste 2500 Atlanta GA 30309	Non-Managing Member	0.0710%
Long Term Incentive		10.0000%

CONFIDENTIAL

Name	Position	%
Dennis P Morris 74 Island Blvd Fox Island, WA 98333	Chiel Executive Officer	
Richard W. Schwarz, CFO 70 Laurel Street Port Hadlock, WA 98339	Chiel Financial Officer	
Christer A. Bradley 6563 McDonald Ave, Unit #305 Gig Harbor, WA 98335	VP of Operations	
Hartwell J. Champagne Jr., VP of Program Management 2815 108th St NW Gig Harbor, WA 98332	VP of Program Management	

CONFIDENTIAL

STATE OF WASHINGTON

BUSINESS LICENSE

Unified Business ID #: 601 758 087
Business ID #: 1
Location: 1
Expires: 12-31-2016

Domestic Limited Liability Company

SAFE BOATS INTERNATIONAL L.L.C.
8800 SW BARNEY WHITE RD
BREMERTON WA 98312 4921

TAX REGISTRATION
INDUSTRIAL INSURANCE
MOTOR VEHICLE WHOLESALER #7556
VESSEL DEALER #7006

MISCELLANEOUS VEHICLE DEALER #6268
UNEMPLOYMENT INSURANCE

LICENSING RESTRICTIONS:
Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:
SAFE BOATS INTERNATIONAL L.L.C.

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Vicki Smith
Director, Department of Revenue

State of Washington
Business Licensing Service

Office of the Secretary of State
Corporations Division

LEGAL ENTITY REGISTRATION

Unified Business ID #: 601 758 087
Business ID #: 1

Expires: 12-31-2016

SAFE BOATS INTERNATIONAL L.L.C.
8800 SW BARNEY WHITE RD
BREMERTON WA 98312

Domestic Limited Liability Company
Renewed by Authority of Secretary of State

REGISTERED TRADE NAMES:
SAFE BOATS INTERNATIONAL L.L.C.

By accepting this document the licensee certifies that information provided on the renewal was complete, true, and accurate to the best of his or her knowledge, and that the company will stay in compliance with all applicable Washington State regulations.

Secretary of State

CERTIFICATE OF COVERAGE

EMPLOYER: This is your official certificate of industrial insurance coverage. It remains active until your account is closed. You are required by law to post both this certificate and copies of the posters listed below. You will soon be receiving 1 copy of each. If you require additional copies, call Labor and Industries at 360-902-4824.

- Job Safety and Health Protection (available in Spanish)
- Your Rights as a Worker/Family Care
- Notice to Employees

WORKER: The employer named below is an insured policyholder with the Washington State Industrial Insurance Trust Fund.

Insurance Services Division
Employer Services

Department of Labor & Industries
PO Box 44144
Olympia WA 98504-4144

UBI*: 601 758 087 Policy Effective Date 07/29/99

Location
SAFE BOATS INTERNATIONAL LLC
1595 SW BAY ST
PORT ORCHARD WA 98366

Employer
SAFE BOATS INTERNATIONAL LLC
8201 ORCHARD AVE SE
PORT ORCHARD WA 98366

*Your Unified Business Identifier is the only number you need when conducting business with the Washington state departments of Revenue, Licensing, Employment Security, Labor and Industries and the Office of the Secretary of State.

F211-141-000 (7/99)

CITY OF BREMERTON TAX & LICENSE DIVISION

345 6th Street, Suite 600 • Bremerton WA 98337-1873 • PHONE (360) 473-5311 FAX (360) 473-5200

BUSINESS LICENSE

SAFE BOATS INTERNATIONAL LLC
8800 SW BARNEY WHITE RD
BREMERTON, WA 98312-4921

License Number: 27257

Expires: 12/31/2016

Location: 8800 SW BARNEY WHITE RD
BREMERTON, WA 98312-4921

License Type: Business License

This License must be posted in a conspicuous place at the business location. This business license is not transferable or assignable

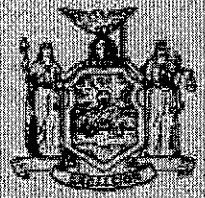
New York State Department of Taxation and Finance

Certificate of Authority

Identification number

91-1737896

(Use this number on all returns and correspondence)



VALIDATED

7/16/2012

Dept of Tax and Finance

SAFE BOATS INTERNATIONAL L.L.C.
8800 SW BARNEY WHITE RD
BREMERTON WA 98312-4921

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

Nontransferable

This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.
The certificate may not be photocopied or reproduced.

Photographs - copyright of NYS Empire State Development

4020109100098 1DB5 - 1990635 P0000302-01 DTF-17-A (9/10)

SAFE BOATS
INTERNATIONAL, LLC
8800 SW Barney White Rd
Bremerton, WA 98312
360.674.7161 – 360.674.7149 fax
www.safeboats.com

2 x 27FC Nassau County PD

SAFE Boats International LLC, (4) References for Past Performance

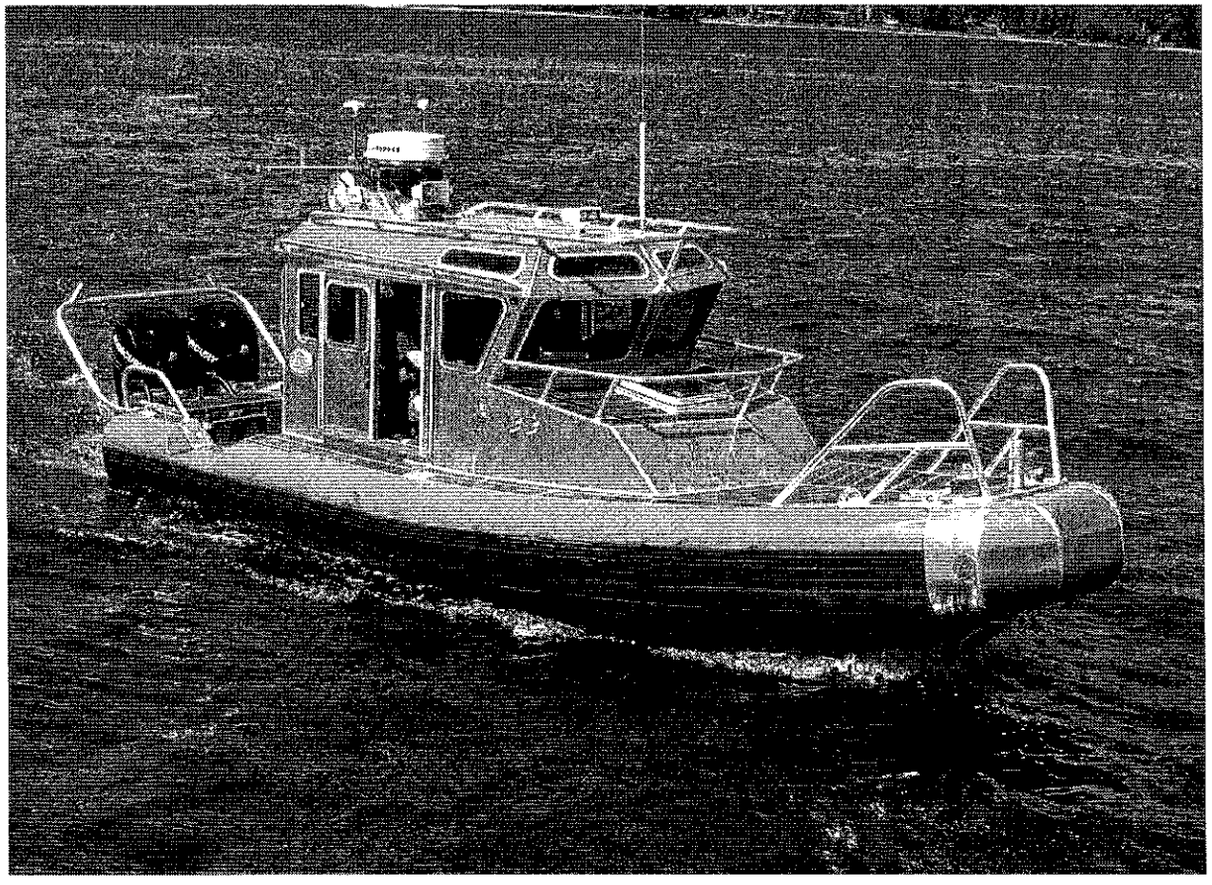
1. Mark Graff – USAF / USN Combat Dive School, Panama City, Florida
    - (2) 35 Center Console Training Boats
    - (1) 35 Walk Around Cabin Command Boat
    - Phone: 1-850-234-4184
    - Contact Info: mark.j.graff@navy.mil

2. Jon Hoover – Oceanside Police Department, Oceanside, California
    - (1) 35 Full Cabin Patrol Boat
    - Phone: 1-760-435-4060
    - Contact Info: jhoover@ci.oceanside.ca.us

3. Glen Maxwell – Palm Beach County Sheriff, Palm Beach, Florida
    - (1) 38 Full Cabin Patrol Boat
    - (1) 31 Full Cabin Patrol Boat
    - Phone: 1-561-640-4054
    - Contact Info: maxwellg@pbso.org

4. Chris Bedker – King County Sheriff, Seattle, Washington
    - (1) 41 Walk Around Cabin Patrol Boat
    - Phone: 1-206-477-3790
    - Contact Info: christopher.bedker@kingcounty.gov

SAFE Boats International LLC
Nassau County Police 2 x 27FC Defenders
Proposer's Capacity and Liability to Perform Services



Picture 1 - Example of 27FC built by SAFE Boats for the Nassau County PD

Submitted by:

SAFE Boats International, LLC

8800 SW Barney White Road
Bremerton, WA 98312
(360) 674-7161 / FAX (360) 674-7149
www.safeboats.com

God, Country & Fast Boats!

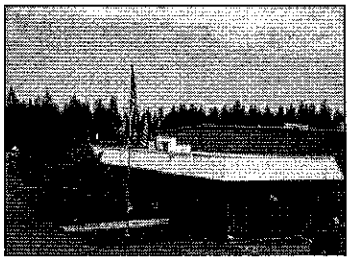
"Business Confidential"

This proposal includes data that shall not be disclosed to outside sources and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the buyer shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the buyer right to use information contained in this data

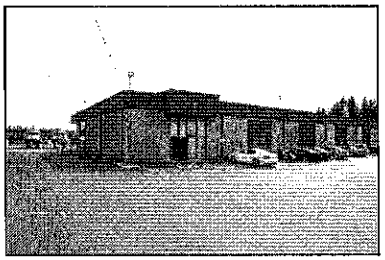
Table 1 - Select Sample of Current Production Equipment. SBI has the equipment and tooling required for the production of the Nassau County PD 27' Defenders.

Equipment Description	Quantity	Utilization
40' Computer Numeric Controlled (CNC) Router Table	2	Used for precision cutting all hull and cabin parts
100 ton CNC press brake	1	Bending aluminum pieces
CNC Router Mill	1	For precision cutting of aluminum components
Lathe	1	
Pipe bending machinery	Various	
CNC Plate Engraver	2	Placards, Labels
Vac-Lift	1	Vacuum lifting device for aluminum sheet
Hull Manufacturing Jigs	20	Hull construction
Production Jigs and Fixtures	100	Cabins, consoles, fuel tanks, other small parts
Wire-feed Metal Inert Gas (MIG) welders	60	Aluminum welding
Water-cooled Tungsten Inert Gas (TIG) welder	4	Aluminum welding
Upholstery manufacturing equipment	Various	
Foam sponson manufacturing machinery	Various	
Miller Weldmaster T-500	2	Hot air welder
Eastman M9000 60' (CNC) cutting tables	2	Fabric and non-skid cutting table
Consew #206 sewing machine	2	Collar Sewing machine
Consew #756 Sewing machine	1	Collar Sewing machine
Cosmos / Kabar 15Kw radio frequency welder	1	Collar Bar welder
Munro fully automatic grommet machine 16 FEI	1	Grommet machine
VE Enduracut 24 (CNC) cutting plotter	1	Boat Identification markings
Gantry cranes	4	Lifting of boats and materials
Air compressors	5	Air operated tools/machinery
Flat Deck Grove Crane	1	Lifting and testing
1 Ton Tow Vehicles	2	Used for moving and transporting
5 Ton Tow Vehicle	1	Used for moving and transporting

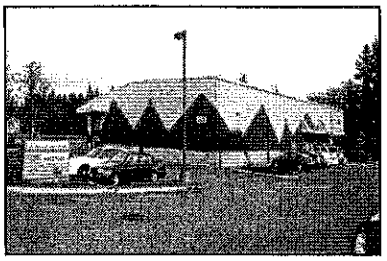
Table 2 - Facility and Equipment Pictures. *SBI has the facilities, equipment and tooling required for the production of the Nassau County PD 27' Defenders.*



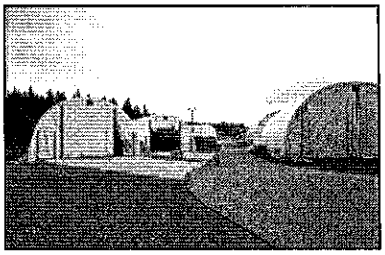
Main Production Facility



Service & Training Facility

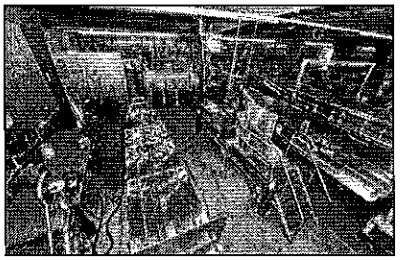


Collar Facility

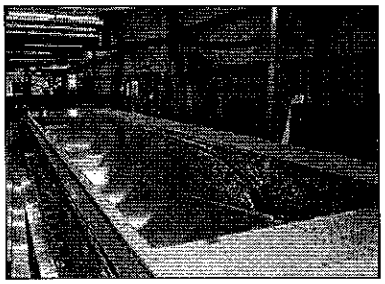


External Production Bays

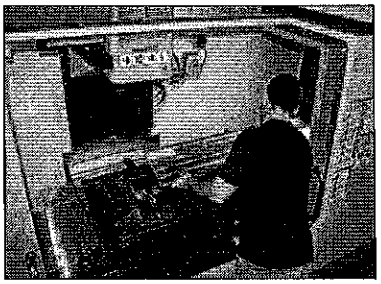
Rigging Bays in Main Rigging Area



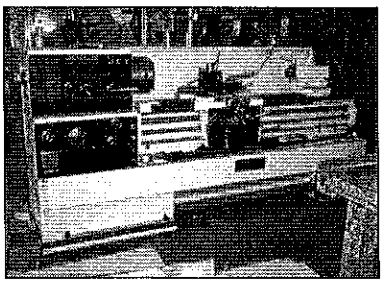
Welding Bay # 4 in Main Welding Area



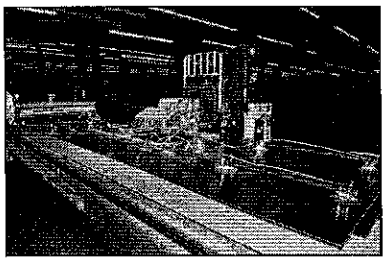
40' Router Table #1



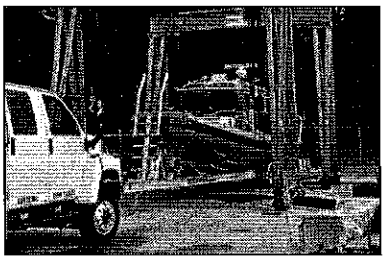
CNC Router Mill



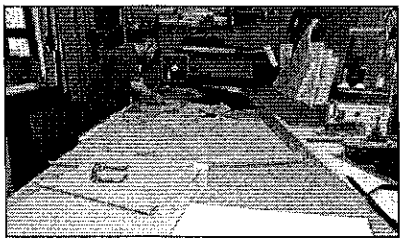
Lathe



Vacu-Lift

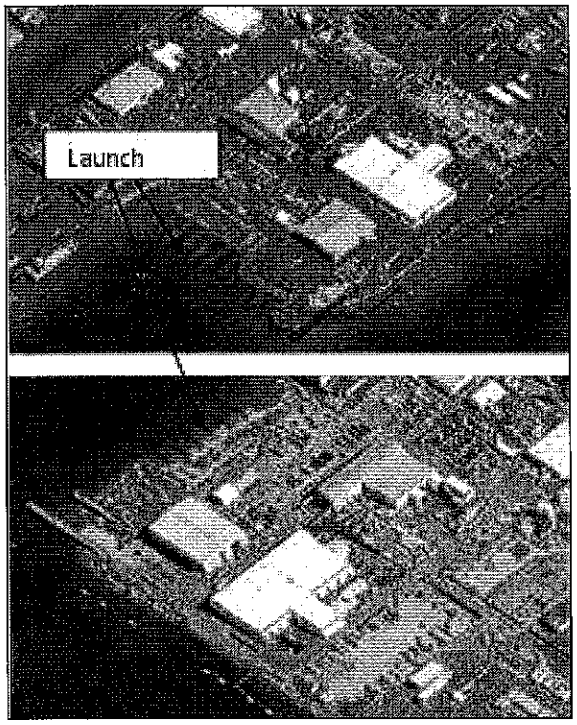


Gantry Cranes/Pull Test Pad

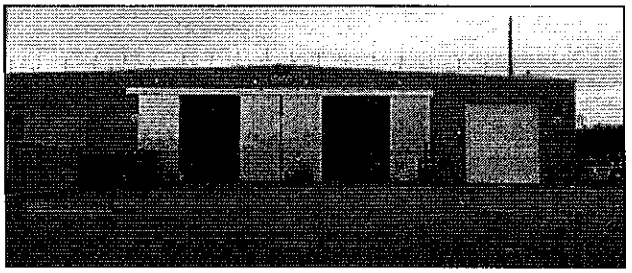


Upholstery Shop

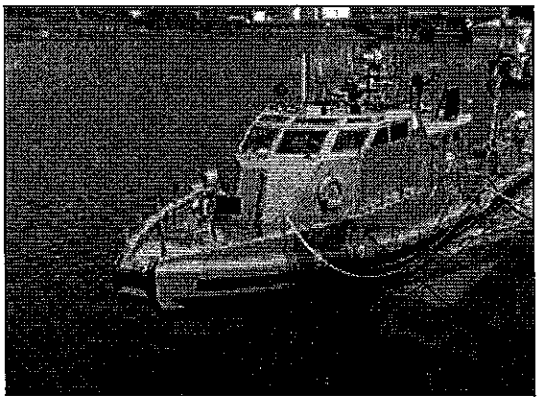
Table 2.5 - Large Craft Production Facility (LCPF) In 2012 SAFE Boats International expanded and opened a Large Craft Production Facility (LCPF) at the Port of Tacoma in Tacoma, WA. The LCPF houses production, engineering and administration for all projects larger than 44-feet with capabilities of building vessels up to 85-feet. In addition, the LCPF has a secured on-site boat ramp for immediate water access as well as a large craft maintenance facility.



LCPF – Port of Tacoma (Aerial View)



LCPF Fabrication Building



On-site Docking

DESIGN MATURITY

The 27' Defender are based on SBI's family of proven 25'-38' Cabin vessels. The hull form and structure is directly traceable to several hundred boats of the same design family with over a decade and a half of commercial or government service.

SAFE's Defender model has been designed with the end user in mind. The vessel provides excellent ergonomic movement in all areas around the deck, unobstructed visibility for operators and crew, ease of communication and safety handrails. The model's versatile design provides unsurpassed functionality and is easily adaptable for multi-mission capabilities.

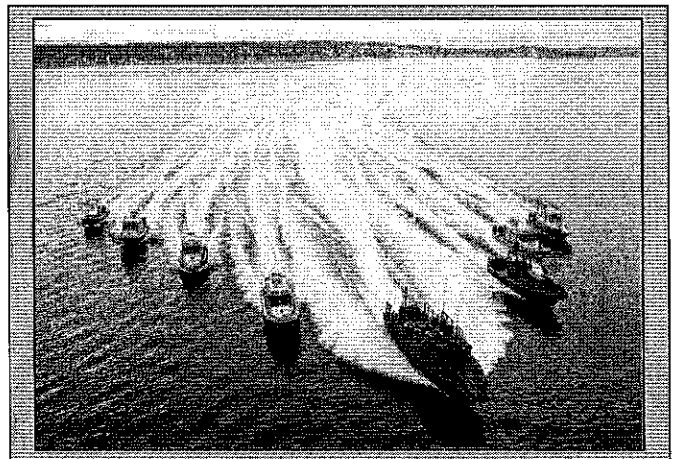
Information from the US Coast Guard and US Customs and Border Protection indicate that SBI's vessels have traditionally offered the most cost effective life cycle cost and highest operational availability in their fleets.

The 27' Defender proposed for Nassau County PD is based on the current production boats in our Defender family of designs with modifications in arrangements, and dimensions to satisfy your requirements.

EXPERIENCE / PAST PERFORMANCE

SAFE Boats International's past performance includes large multi-year contracts and clearly demonstrates the consistent ability to successfully deliver a high quality contract compliant product, on time and on budget while maintaining an open but professional business relationship resulting in high customer satisfaction.

SBI has a significant presence with local/state law enforcement agencies in the northeast United States in close proximity to the Nassau County Police. Examples of these agencies include (but are not limited to) New York Police Department, New York Dept. of Conservation, Jersey City Police Department, Delaware River Port Authority and Fairfield Police Department.



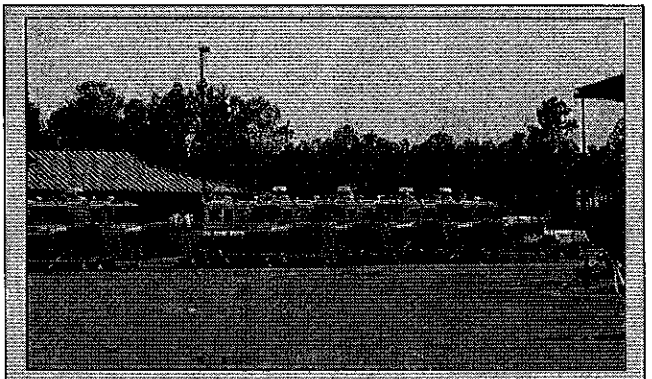
Picture 1 - SBI has experience building a wide range of craft. SBI has been awarded over 682 Contracts and successfully delivered or is preparing to deliver over 2,000 mission specific craft.

The SBI brand is recognized as the premier training platform among US training centers. SBI's various platforms set the standard and define the leading edge of safe and purpose driven maritime vessels for both utility and mission specific execution. Premier, world-class training begins with SBI vessels at prestigious learning sites such as the Joint Maritime Training Center (JMTC), Camp Lejeune, NC; USCG Tracen Yorktown, VA; Naval Station Little Creek, VA; Naval Weapons Station Yorktown, VA; Federal Law Enforcement Training Center (FLETC) Glynco, GA; and the US Customs and Border Protection's National Marine Center (NMC), St. Augustine, FL, among others. These training centers set the benchmark for maritime operations and they use SAFE boats to do it.

TRAINING AND SUPPORT

SAFE Boats International understands the importance of new platform training for both operators and maintenance personnel.

SBI has a long history of providing new equipment training to the US Government and international customers (see Picture 3). SBI's stringent instructor certification program is compliant with all Department of Defense and Department of Homeland Security formal school instructor requirements and is endorsed through Nationally Accredited Instructor Programs such as the American Council on Education.



Picture 2 – SAFE Boats at Joint Maritime Training Center (JMTC)

Our world class training division can provide new equipment training for Nassau County PD's new vessel. The importance of end user sustainment in an operational environment is clearly understood for the life cycle of the product and completion of the mission. The quoted training sessions would provide both operators and maintainers with basic familiarization (FAM) of the new boat and would concentrate on the safe use of the boat and basic operation of all boat controls and equipment.

QUALITY CONTROL

SAFE Boats International uses an ISO 9001:2008 compliant quality process to maintain product quality and consistency and verify compliance to ensure the delivery of a high quality contract compliant product.

SBI's quality philosophy rests on three pillars: 1) Compliance with contract requirements, industry best practices, regulatory requirements and SBI internal requirements; 2) the use of requirements-based process controls to measure product conformity and performance; and 3) an analysis-driven culture of continuous improvement that includes the commitment to apply lessons learned to all our processes. We believe that "good enough" is not good enough. The results are the world's best, toughest, most reliable boats.

SBI uses an ISO 9001:2008 compliant quality process (**Figure 1**) to maintain and verify product quality and conformity. Processes and procedures that impact product quality are documented and periodically audited. Incoming material is tracked to ensure traceability, non-conforming material is identified and controlled via a Non-Conforming Material (NCM) process until repaired or dispositioned, and engineering change requests are controlled via an Engineering Change Order (ECO) process. The QA staff maintains revision control of test, inspection, and sea trial documents and our Engineering Department controls engineering drawings and provides technical instructions to the production team for product assembly and testing. QA tracks and analyzes non-conformity data and warranty reports for trends, and reports trend data to Design, Engineering, Purchasing, and Production teams in order to correct problems and apply "lessons learned" information to future products.

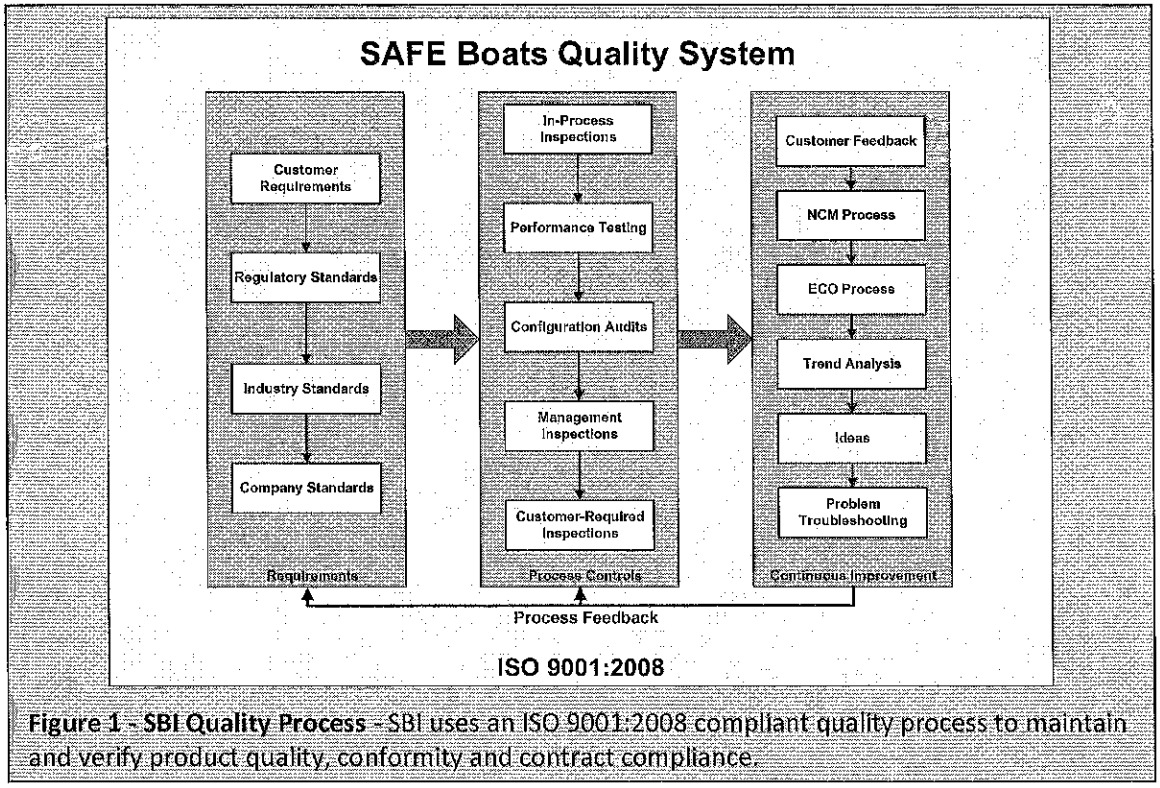


Figure 1 - SBI Quality Process - SBI uses an ISO 9001:2008 compliant quality process to maintain and verify product quality, conformity and contract compliance.

SAFEBOA-01 ALISSAC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/30/2015

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 Durham and Bates Agencies, Inc. 720 SW Washington St. Ste250 Portland, OR 97205	CONTACT NAME: PHONE (A/C, No, Ext): (503) 224-5170 FAX (A/C, No): (503) 221-0540 E-MAIL ADDRESS: info@dbates.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Starr Indemnity & Liability Co. — 38318
INSURED SAFE Boats International LLC 8800 SW Barney White Rd. Bremerton, WA 98312-4921	INSURER B : West American Insurance Company — 44393
	INSURER C : PMA Insurance Group
	INSURER D : Am Longshore Mutual Assn
	INSURER E : Underwriters at Lloyd's London — 15792
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			MASILSE00003015	12/01/2015	12/01/2016	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
	X MGL & P&I						MED EXP (Any one person)	$	10,000
	X 72 HR S&A POLL						PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:						Ship Repair LL	$	Included
B	AUTOMOBILE LIABILITY			BAW(16)55824751	12/01/2015	12/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB X OCCUR			MASILSE00003215	12/01/2015	12/01/2016	EACH OCCURRENCE	$	10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	10,000,000
	DED X RETENTION $ 25,000							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			201501-0421818Y	08/01/2015	08/01/2016	X PER STATUTE OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
D	USL&H			ALMA0086802	08/01/2015	08/01/2016	Statutory Limits		
E	Maritime Empl Liab			N08MM-22-1073-04	08/01/2015	08/01/2016	Acc/Illness Limit		1,000,000

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

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

SAFEBOA-01 ALISSAC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/1/2015

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

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PRODUCER	CONTACT NAME:	
Durham and Bates Agencies, Inc. 720 SW Washington St. Ste250 Portland, OR 97205	PHONE (A/C, No, Ext): (503) 224-5170	FAX (A/C, No): (503) 221-0540
	E-MAIL ADDRESS: info@dbates.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Co.	38318
INSURER B : West American Insurance Company	44393
INSURER C : Affiliated FM Ins Company	10014
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

SAFE Boats International LLC
8800 SW Barney White Rd.
Bremerton, WA 98312-4921

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR			MASILSE00003015	12/01/2015	12/01/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
	X MGL & P&I						MED EXP (Any one person)	$	10,000
	X 72 HR S&A POLL						PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:						Ship Repair LL	$	Included
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO			BAW(16)55824751	12/01/2015	12/01/2016	BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB X OCCUR			MASILSE00003215	12/01/2015	12/01/2016	EACH OCCURRENCE	$	10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	10,000,000
	DED X RETENTION $ 25,000							$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	
							E.L. DISEASE - POLICY LIMIT	$	
C	Property Unnamed Loc			PC182	12/01/2015	12/01/2016	Limit		1,000,000
A	Boat Dealer Marine			MASIHSE00004115	12/01/2015	12/01/2016	Property Limit		7,500,000

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

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

No.

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

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

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

Vendor: SAFE BOATS INTERNATIONAL, LLC

Dated: JUNE 9, 2016

Signed:

Print Name: RICHARD SCHWARZ

Title: CFO

Rev. 3-2016

Nassau County, New York Department of Public Works

B-30-16

B30-16

Staff Summary

Subject **Construction Services H62162**
Department **Public Works**
Department Head Name **Shila Shah-Gavnoudias**
Department Head Signature
Project Manager Name: **Jeff P. Lindgren** Phone Number: **(516) 571-6998**

Date: **April 12, 2016**
Vendor Name: **Welsbach Electric Corp of L.I.** Address: **300 Newtown Road, Plainview NY 11803**
Contract Number **H62162**
Personal Services ___ Blanket Res ____ Calendar ____ Bid __X__ Rules Comm. ____
Contract Manager Name: **Joseph Florio** Phone Number: **(516) 454-0023**

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
7/18/16 SS	Dept. Head		Counsel to C.E.
7/19/16 MM	Budget	7/20/16 MPS	County Atty.
7/21/16	Deputy C.E.		County Exec.

Narrative

Purpose:
The purpose of this contract will upgrade and maximize the efficiency of the traffic signals along Old Country Road by replacing older, outdated equipment with new technology thus improving driver visibility as well as driver and pedestrian safety.

Discussion:
By rebuilding the signals along this road, it allows us to replace smaller 8 inch signal head indicators with new 12 inch signal head indicators. This improves driver visibility of the traffic signal which will reduce intersection accidents. Also as part of this project, we are improving pedestrian crossing equipment including signals and curb ramps as well as installing fiber optic communications to the traffic signals which allows the County to modify traffic signal timings from the Traffic Management Center when delays occur.

Impact on Funding:
80% funding for the construction portion of this project will be reimbursed by the Federal Government resulting in 20% funding that will come from the County's capital budget (Capital Project 62162). The cost associated with this project is included in the County's capital plan. The total proposed price for construction services is $4,992,122. This equates to a County cost of $998,424 for the construction services portion of the project.

Recommendation:
Given the overall benefit of this project and the impact on public safety, it is recommended that this contract be approved.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JUL 25 P 12:47

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Welsbach Electric Corp, of L.I.

2. Dollar amount requiring NIFA approval: $ 4,992,122

Amount to be encumbered: $ 4,992,122 1R 7/K

This is a ✓ New Contract ___ Advisement ___ Amendment

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

3. Contract Term: 18 Months

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: _____

4. Funding Source:

___ General Fund (GEN)
✓ Capital Improvement Fund (CAP)
___ Other

✓ Grant Fund (GRT)
Federal % 80
State % ___
County % 20

Is the cash available for the full amount of the contract? ___ Yes ✓ No
If not, will it require a future borrowing? ✓ Yes ___ No

Has the County Legislature approved the borrowing? ✓ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ✓ No ___ N/A

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

This project will rebuild traffic signals along Old Country Road. The project will upgrade signal indicators from 8" to 12", update pedestrian facilities, and install fiber optic traffic signal communications cable.

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

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

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:

Exceeds $50K

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.

Roseann DKlla 7/20/16

Signature Title Date

Print Name

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Welsbach Electric Corp, of L.I.

CONTRACTOR ADDRESS: 300 Newtown Road, Plainview, NY 11803

FEDERAL TAX ID #: 11-2354251

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 New York Newsday and the Contract Reporter on July 15, 2015. The sealed bids were publicly opened on August 25, 2015. Three (3) sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____

_____ (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.

Sheila Sl

Department Head Signature

7/18/16

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.

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NONE

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

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

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

Vendor: Welsbach Electric Corp. of L.I.

Dated: July 12, 2016

Signed:

Print Name: Joseph P. Florio

Title: President / C.E.O.

Exhibit B

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. 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.

NONE

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

NONE

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

NONE

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

NONE

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

NONE

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client. NONE

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

NONE

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

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

Dated: July 14, 2016

Signed:

Print Name: Joseph P. Florio

Title: President / C.E.O.

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

The term "lobbying" or "lobbying activities" <u>does not include</u>: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Joseph P. Florio
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 300 Newtown Road
   City/state/zip Plainview, New York 11803
   Telephone (516) 454-0023
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 02 / 15 /2002 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer 02 / 15 /2002 Secretary ___/___/___
   Chief Financial Officer 11 / 05 /1989 Partner ___/___/___
   Vice President 05 / 01 /1992 _____/___/___
   (Other)

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

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

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X; If Yes, provide details.

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

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

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES _____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES _____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES _____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ___ NO X If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to adivities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ___ NO X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ___ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ___ NO X If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ___ NO X If Yes, provide details for each such year.

CERTIFICATION

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

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

Sworn to before me this 12 day of July 2016

Notary Public

DARLENE KUMMER
Notary Public, State of New York
No. 01KU6096716
Qualified in Suffolk County
Commission Expires August 4, 2019

Welsbach Electric Corp. of L.I.
Name of submitting business

Joseph P. Florio
Print name

Signature

President / C.E.O.
Title

07 / 12 / 2016
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: July 12, 2016

1) Proposer's Legal Name: Welsbach Electric Corp. of L.I.

2) Address of Place of Business: 300 Newtown Road, Plainview, NY 11803

List all other business addresses used within last five years:
N/A

3) Mailing Address (if different): N/A

Phone : (516) 454-0023

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 01.272.8168

5) Federal I.D. Number: 11-2354251

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation X Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No X If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No ___ If Yes, provide details.
Welsbach Electric Corp. of L.I. is a wholly owned subsidiary of Emcor Group, Inc.

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

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets ___

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

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

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No X If Yes, provide details for each such charge. ___

b) Any misdemeanor charge pending? Yes ___ No X If Yes, provide details for each such charge. ___

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No X

If Yes, provide details for each such conviction _____

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

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

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

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

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

17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
It is Welsbach Electric Corp.'s policy that should any actual or potential conflict of interest be suspected, management is to be notified immediately. At such time, all parties would be notified and actions pursued to resolve said conflict.

Company Nassau County DPW

Contact Person Sheila Dukacz

Address 1194 Prospect Ave, Suite 183

City/State Westbury, New York 11590

Telephone (516) 572-0465

Fax # (516) 571-9363

E-Mail Address SDukacz@NassauCountyNY.gov

Company Town of Huntington

Contact Person Brad Kusko

Address 100 Main Street

City/State Huntington, New York 11743

Telephone (631) 351-3057

Fax # (631) 351-3066

E-Mail Address BKusko@Town.Huntington.NY.US

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

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

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

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

iv) State of incorporation (if applicable);

v) The number of employees in the firm; See attached EMCOR Group Annual Report 2015

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business. 60 Years

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

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 New York State D.O.T.

Contact Person Christine Caputo

Address 221 Broadway, Suite 201

City/State Amityville, New York 11701

Telephone (631) 598-7805

Fax # (631) 598-7807

E-Mail Address CCaputo@Dot.State.NY.US

CERTIFICATION

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

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

Sworn to before me this 12 day of July 2016

Notary Public

DARLENE KUMMER
Notary Public, State of New York
No. 01KU6096716
Qualified in Suffolk County
Commission Expires August 4, 2019

Name of submitting business: Welsbach Electric Corp. of L.I.

By: Joseph P. Florio
Print name

Signature

President / C.E.O.
Title

07 / 12 / 2016
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Welsbach Electric Corp. of L.I.

Address: 300 Newtown Road

City, State and Zip Code: Plainview, New York 11803

2. Entity's Vendor Identification Number: 11-2354251

3. Type of Business: X Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp ____Other (specify)

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

See EMCOR Group, Inc. 2015 Annual Report.

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.

See EMCOR Group, Inc. 2015 Annual Report.

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

See EMCOR Group, Inc. 2015 Annual Report. No other subsidiary other than firm entered on Line 1 will be taking part in the performance of this contract.

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

(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.

Dated: July 12, 2016 Signed: [signature]

Print Name: Joseph P. Florio

Title: President / C.E.O.

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.

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2015

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from to
Commission file number 1-8267

EMCOR Group, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**11-2125338**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)
301 Merritt Seven Norwalk, Connecticut	**06851-1092**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (203) 849-7800
Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Name of each exchange on which registered**
Common Stock	**New York Stock Exchange**

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (Section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (Section 229.405) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒	Accelerated filer ☐	Non-accelerated filer ☐ (Do not check if a smaller reporting company)	Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined by Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of the common stock held by non-affiliates of the registrant was approximately $2,245,000,000 as of the last business day of the registrant's most recently completed second fiscal quarter, based upon the closing sale price on the New York Stock Exchange reported for such date. Shares of common stock held by each executive officer and director and by each person who owns 5% or more of the outstanding common stock (based solely on filings of such 5% holders) have been excluded from such calculation as such persons may be deemed to be affiliates. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

Number of shares of the registrant's common stock outstanding as of the close of business on February 22, 2016: 60,659,492 shares.

DOCUMENTS INCORPORATED BY REFERENCE

Part III. Portions of the definitive proxy statement for the 2016 Annual Meeting of Stockholders, which document will be filed with the Securities and Exchange Commission pursuant to Regulation 14A not later than 120 days after the end of the fiscal year to which this Form 10-K relates, are incorporated by reference into Items 10 through 14 of Part III of this Form 10-K.

TABLE OF CONTENTS

		PAGE
	PART I	
Item 1.	Business	1
	General	1
	Operations	2
	Competition	5
	Employees	5
	Backlog	5
	Available Information	6
Item 1A.	Risk Factors	6
Item 1B.	Unresolved Staff Comments	12
Item 2.	Properties	13
Item 3.	Legal Proceedings	15
Item 4.	Mine Safety Disclosures	15
	Executive Officers of the Registrant	16
	PART II	
Item 5.	Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities	17
Item 6.	Selected Financial Data	19
Item 7.	Management's Discussion and Analysis of Financial Condition and Results of Operations	20
Item 7A.	Quantitative and Qualitative Disclosures about Market Risk	38
Item 8.	Financial Statements and Supplementary Data	40
Item 9.	Changes in and Disagreements with Accountants on Accounting and Financial Disclosure	78
Item 9A.	Controls and Procedures	78
Item 9B.	Other Information	78
	PART III	
Item 10.	Directors, Executive Officers and Corporate Governance	79
Item 11.	Executive Compensation	79
Item 12.	Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters	79
Item 13.	Certain Relationships and Related Transactions, and Director Independence	79
Item 14.	Principal Accounting Fees and Services	79
	PART IV	
Item 15.	Exhibits and Financial Statement Schedules	80

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FORWARD-LOOKING STATEMENTS

Certain information included in this report, or in other materials we have filed or will file with the Securities and Exchange Commission (the "SEC") (as well as information included in oral statements or other written statements made or to be made by us) contains or may contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 (the "1995 Act"). Such statements are being made pursuant to the 1995 Act and with the intention of obtaining the benefit of the "Safe Harbor" provisions of the 1995 Act. Forward-looking statements are based on information available to us and our perception of such information as of the date of this report and our current expectations, estimates, forecasts and projections about the industries in which we operate and the beliefs and assumptions of our management. You can identify these statements by the fact that they do not relate strictly to historical or current facts. They contain words such as "anticipate," "estimate," "expect," "project," "intend," "plan," "believe," "may," "can," "could," "might," variations of such wording and other words or phrases of similar meaning in connection with a discussion of our future operating or financial performance, and other aspects of our business, including market share growth, gross profit, project mix, projects with varying profit margins, selling, general and administrative expenses, and trends in our business and other characterizations of future events or circumstances. From time to time, forward-looking statements also are included in our other periodic reports on Forms 10-Q and 8-K, in press releases, in our presentations, on our website and in other material released to the public. Any or all of the forward-looking statements included in this report and in any other reports or public statements made by us are only predictions and are subject to risks, uncertainties and assumptions, including those identified below in the "Risk Factors" section, the "Management's Discussion and Analysis of Financial Condition and Results of Operations" section, and other sections of this report, and in our Forms 10-Q for the three months ended March 31, 2015, June 30, 2015 and September 30, 2015 and in other reports filed by us from time to time with the SEC as well as in press releases, in our presentations, on our website and in other material released to the public. Such risks, uncertainties and assumptions are difficult to predict, beyond our control and may turn out to be inaccurate causing actual results to differ materially from those that might be anticipated from our forward-looking statements. We undertake no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise. However, any further disclosures made on related subjects in our subsequent reports on Forms 10-K, 10-Q and 8-K should be consulted.

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PART I

ITEM 1. BUSINESS

References to the "Company," "EMCOR," "we," "us," "our" and similar words refer to EMCOR Group, Inc. and its consolidated subsidiaries unless the context indicates otherwise.

General

We are one of the largest electrical and mechanical construction and facilities services firms in the United States. In addition, we provide a number of building services and industrial services. In 2015, we had revenues of approximately $6.7 billion. Our services are provided to a broad range of commercial, industrial, utility and institutional customers through approximately 70 operating subsidiaries and joint venture entities. Our executive offices are located at 301 Merritt Seven, Norwalk, Connecticut 06851-1092, and our telephone number at those offices is (203) 849-7800.

We specialize principally in providing construction services relating to electrical and mechanical systems in all types of non-residential and certain residential facilities and in providing various services relating to the operation, maintenance and management of facilities, including refineries and petrochemical plants.

Due to a historical pattern of losses in the construction operations of our United Kingdom segment and our negative assessment of construction market conditions in the United Kingdom for the foreseeable future, we announced during the quarter ended June 30, 2013 our decision to withdraw from the construction market in the United Kingdom. During the third quarter of 2014, we ceased construction operations in the United Kingdom. The results of the construction operations of our United Kingdom segment for all periods are presented as discontinued operations.

We design, integrate, install, start-up, operate and maintain various electrical and mechanical systems, including:

- Electric power transmission and distribution systems;
- Premises electrical and lighting systems;
- Low-voltage systems, such as fire alarm, security and process control systems;
- Voice and data communications systems;
- Roadway and transit lighting and fiber optic lines;
- Heating, ventilation, air conditioning, refrigeration and clean-room process ventilation systems;
- Fire protection systems;
- Plumbing, process and high-purity piping systems;
- Controls and filtration systems;
- Water and wastewater treatment systems;
- Central plant heating and cooling systems;
- Crane and rigging services;
- Millwright services; and
- Steel fabrication, erection, and welding services.

Our building services operations, which are provided to a wide range of facilities, including commercial, utility, institutional and governmental facilities, include:

- Commercial and government site-based operations and maintenance;
- Facility maintenance and services, including reception, security and catering services;
- Outage services to utilities and industrial plants;

- Military base operations support services;
- Mobile mechanical maintenance and services;
- Floor care and janitorial services;
- Landscaping, lot sweeping and snow removal;
- Facilities management;
- Vendor management;
- Call center services;
- Installation and support for building systems;
- Program development, management and maintenance for energy systems;
- Technical consulting and diagnostic services;
- Infrastructure and building projects for federal, state and local governmental agencies and bodies; and
- Small modification and retrofit projects.

Our industrial services are provided to refineries and petrochemical plants and include:

- On-site repairs, maintenance and service of heat exchangers, towers, vessels and piping;
- Design, manufacturing, repair and hydro blast cleaning of shell and tube heat exchangers and related equipment;
- Refinery turnaround planning and engineering services;
- Specialty welding services;
- Overhaul and maintenance of critical process units in refineries and petrochemical plants; and
- Specialty technical services for refineries and petrochemical plants.

We provide construction services and building services directly to corporations, municipalities and federal and state governmental entities, owners/developers, and tenants of buildings. We also provide our construction services indirectly by acting as a subcontractor to general contractors, systems suppliers, property managers and other subcontractors. Our industrial services generally are provided directly to refineries and petrochemical plants. Worldwide, as of December 31, 2015, we had approximately 29,000 employees.

Our revenues are derived from many different customers in numerous industries, which have operations in several different geographical areas. Of our 2015 revenues, approximately 94% were generated in the United States and approximately 6% were generated in foreign countries, substantially all in the United Kingdom. In 2015, approximately 33% of revenues were derived from new construction projects, 18% were derived from renovation and retrofit of customer's existing facilities, 35% were derived from our building services operations, and 14% were derived from our industrial services operations.

The broad scope of our operations is more particularly described below. For information regarding the revenues, operating income and total assets of each of our segments with respect to each of the last three years, and our revenues and assets attributable to the United States and the United Kingdom for the last three years, see Note 17 - Segment Information of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data.

Operations

The electrical and mechanical construction services industry has grown over the years due principally to the increased content, complexity and sophistication of electrical and mechanical systems, as well as the installation of more technologically advanced voice and data communications, lighting, and environmental control systems in all types of facilities in large part due to the integration of digital processing and information technology. For these reasons, buildings need extensive electrical distribution systems. In addition, advanced voice and data communication systems require sophisticated power supplies and extensive low-voltage and fiber-optic communications cabling. Moreover, the need for substantial environmental controls within a building, due to the heightened need for climate control to maintain extensive computer systems at optimal temperatures, and the demand for energy savings and environmental controls in individual spaces have over the years expanded opportunities for our electrical and

mechanical services businesses. The demand for these services is typically driven by non-residential construction and renovation activity.

Electrical and mechanical construction services primarily involve the design, integration, installation and start-up, and provision of services relating to: (a) electric power transmission and distribution systems, including power cables, conduits, distribution panels, transformers, generators, uninterruptible power supply systems and related switch gear and controls; (b) premises electrical and lighting systems, including fixtures and controls; (c) low-voltage systems, such as fire alarm, security and process control systems; (d) voice and data communications systems, including fiber-optic and low-voltage cabling; (e) roadway and transit lighting and fiber-optic lines; (f) heating, ventilation, air conditioning, refrigeration and clean-room process ventilation systems; (g) fire protection systems; (h) plumbing, process and high-purity piping systems; (i) controls and filtration systems; (j) water and wastewater treatment systems; (k) central plant heating and cooling systems; (l) cranes and rigging; (m) millwrighting; and (n) steel fabrication, erection and welding.

Electrical and mechanical construction services generally fall into one of two categories: (a) large installation projects with contracts often in the multi-million dollar range that involve construction of manufacturing and commercial buildings and institutional and public works projects or the fit-out of large blocks of space within commercial buildings and (b) smaller installation projects typically involving fit-out, renovation and retrofit work.

Our United States electrical and mechanical construction services operations accounted for about 51% of our 2015 revenues, approximately 65% of which were related to new construction and approximately 35% of which were related to renovation and retrofit projects. Due to a historical pattern of losses in the construction operations of our United Kingdom segment and our negative assessment of construction market conditions in the United Kingdom for the foreseeable future, we announced during the quarter ended June 30, 2013 our decision to withdraw from the construction market in the United Kingdom. During the third quarter of 2014, we ceased construction operations in the United Kingdom. The results of the construction operations of our United Kingdom segment for all periods are presented as discontinued operations. Accordingly, we focus in the United Kingdom principally on building services.

We provide electrical and mechanical construction services for both large and small installation and renovation projects. Our largest projects have included those: (a) for institutional purposes (such as educational and correctional facilities and research laboratories); (b) for manufacturing purposes (such as pharmaceutical plants, steel, pulp and paper mills, chemical, food, automotive and semiconductor manufacturing facilities and power generation); (c) for transportation purposes (such as highways, bridges, airports and transit systems); (d) for commercial purposes (such as office buildings, data centers, convention centers, sports stadiums and shopping malls); (e) for hospitality purposes (such as resorts, hotels and casinos); (f) for water and wastewater purposes; and (g) for healthcare purposes. Our largest projects, which typically range in size from $10.0 million up to and occasionally exceeding $150.0 million and are frequently multi-year projects, represented approximately 27% of our worldwide construction services revenues in 2015.

Our projects of less than $10.0 million accounted for approximately 73% of our worldwide construction services revenues in 2015. These projects are typically completed in less than one year. They usually involve electrical and mechanical construction services when an end-user or owner undertakes construction or modification of a facility to accommodate a specific use. These projects frequently require electrical and mechanical systems to meet special needs such as critical systems power supply, fire protection systems, special environmental controls and high-purity air systems, sophisticated electrical and mechanical systems for data centers, new production lines in manufacturing plants, and office arrangements in existing office buildings. They are not usually dependent upon the new construction market. Demand for these projects and types of services is often prompted by the expiration of leases, changes in technology, or changes in the customer's plant or office layout in the normal course of a customer's business.

We have a broad customer base with many long-standing relationships. We perform construction services pursuant to contracts with owners, such as corporations, municipalities and other governmental entities, general contractors, systems suppliers, construction managers, developers, other subcontractors and tenants of commercial properties. Institutional and public works projects are frequently long-term complex projects that require significant technical and management skills and the financial strength to obtain bid and performance bonds, which are often a condition to bidding for and winning these projects.

We also install and maintain lighting for streets, highways, bridges and tunnels, traffic signals, computerized traffic control systems, and signal and communication systems for mass transit systems in several metropolitan areas. In addition, in the United States, we manufacture and install sheet metal air handling systems for both our own mechanical construction operations and for unrelated mechanical contractors. We also maintain welding and pipe fabrication shops in support of some of our mechanical operations.

Our United States building services segment offers a broad range of services, including operation, maintenance and service of electrical and mechanical systems; commercial and government site-based operations and maintenance; facility maintenance and

services, including outage services to utilities and manufacturing facilities; military base operations support services; mobile mechanical maintenance and services; floor care and janitorial services; landscaping, lot sweeping and snow removal; facilities management; vendor management; call center services; installation and support for building systems; program development, management and maintenance with respect to energy systems; technical consulting and diagnostic services; infrastructure and building projects for federal, state and local governmental agencies and bodies; and small modification and retrofit projects.

These building services, which generated approximately 35% of our 2015 revenues, are provided to owners, operators, tenants and managers of all types of facilities both on a contract basis for a specified period of time and on an individual task order basis. Of our 2015 building services revenues, approximately 87% were generated in the United States and approximately 13% were generated in the United Kingdom.

Our building services operations have built upon our traditional electrical and mechanical services operations and our client relationships to expand the scope of services being offered and to develop packages of services for customers on a regional and national basis.

Demand for our building services is often driven by customers' decisions to focus on their core competencies, customers' programs to reduce costs, the increasing technical complexity of their facilities and their mechanical, electrical, voice and data and other systems, and the need for increased reliability, especially in electrical and mechanical systems. These trends have led to outsourcing and privatization programs whereby customers in both the private and public sectors seek to contract out those activities that support, but are not directly associated with, the customer's core business. Clients of our building services business include federal and state governments, utilities, independent power producers, pulp and paper producers, and major corporations engaged in information technology, telecommunications, pharmaceuticals, financial services, publishing and other manufacturing, and large retailers and other businesses with geographically dispersed portfolios throughout the United States.

We currently provide building services in a majority of the states in the United States to commercial, industrial, institutional and governmental customers and as part of our operations are responsible for: (a) the oversight of all or most of the facilities operations of a business, including operation and maintenance; (b) servicing, upgrade and retrofit of HVAC, electrical, plumbing and industrial piping and sheet metal systems in existing facilities; (c) interior and exterior services, including floor care and janitorial services, landscaping, lot sweeping and snow removal; (d) diagnostic and solution engineering for building systems and their components; and (e) maintenance and support services to manufacturers and power producers.

In the Washington D.C. metropolitan area, we provide building services at a number of preeminent buildings, including those that house the Secret Service, The Federal Deposit Insurance Corporation, the National Foreign Affairs Training Center, and the Department of Health and Human Services, as well as other government facilities including the NASA Jet Propulsion Laboratory in Pasadena, California. We also provide building services to a number of military bases, including base operations support services to the Navy National Capital Region and the Army's Fort Huachuca, Arizona, and are also involved in a joint venture providing building services to the Naval Support Activity Mid-South Base in Tennessee. The agreements pursuant to which this division provides services to the federal government are frequently for a base year and a number of option years exercisable at the sole discretion of the government, are often subject to renegotiation by the government in terms of scope of services, and are subject to termination by the government prior to the expiration of the applicable term.

Our United Kingdom subsidiary primarily focuses on building services and currently provides a broad range of services under multi-year agreements to public and private sector customers, including airlines, airports, real estate property managers, manufacturers and governmental agencies.

Our industrial services business is a recognized leader in the refinery turnaround market and has a growing presence in the petrochemical market. In July 2013, we acquired RepconStrickland, Inc. expanding services we provide to our refinery and petrochemical customers and significantly increasing the size of our industrial services business. Our industrial services business: (a) provides after-market maintenance, repair and cleaning services for highly engineered shell and tube heat exchangers for refineries and petrochemical plants both in the field and at our own shops, including tube and shell repairs, bundle repairs, and extraction services, and (b) designs and manufactures new highly engineered shell and tube heat exchangers. We also perform a broad range of turnaround and maintenance services for critical units of refineries so as to upgrade, repair and maintain them. Such services include turnaround and maintenance services relating to: (i) engineering and planning services in advance of complex refinery turnarounds, (ii) overhaul and maintenance of critical process units (including hydrofluoric alkylation units, fluid catalytic cracking units, coking units, heaters, heat exchangers and related mechanical equipment) during refinery and petrochemical plant shut downs, (iii) replacement and new construction capital projects for refineries and petrochemical plants, and (iv) other related specialty technical services such as (a) welding, including pipe welding, and fabrication; heater, boiler, and reformer repairs and replacements; converter repair and revamps; and vessel, exchanger and tower services; (b) tower and column repairs in refineries and petrochemical facilities; (c) installation and repair of refractory materials for critical units in process plants so as to protect

equipment from corrosion, erosion, and extreme temperatures; and (d) acid-proofing services to protect critical components at refineries from chemical exposure.

Competition

In our construction services, building services and industrial services businesses, we compete with national, regional and local companies, many of which are small, owner-operated entities that carry on their businesses in a limited geographic area, as well as with certain foreign companies.

We believe that the electrical and mechanical construction services businesses are highly fragmented and our competition includes thousands of small companies across the United States. In the United States, there are a few public companies focused on providing either electrical and/or mechanical construction services, such as Integrated Electrical Services, Inc., Comfort Systems USA, Inc. and Tutor Perini Corporation. A majority of our revenues are derived from projects requiring competitive bids; however, an invitation to bid is often conditioned upon prior experience, technical capability and financial strength. Because we have total assets, annual revenues, access to bank credit and surety bonding and expertise significantly greater than most of our competitors, we believe we have a significant competitive advantage over our competitors in providing electrical and mechanical construction services. Competitive factors in the electrical and mechanical construction services business include: (a) the availability of qualified and/or licensed personnel; (b) reputation for integrity and quality; (c) safety record; (d) cost structure; (e) relationships with customers; (f) geographic diversity; (g) the ability to control project costs; (h) experience in specialized markets; (i) the ability to obtain surety bonding; (j) adequate working capital; (k) access to bank credit; and (l) price. However, there are relatively few significant barriers to entry to several types of our construction services business.

While the building services business is also highly fragmented with most competitors operating in a specific geographic region, a number of large United States based corporations such as AECOM Technology Corporation, Johnson Controls, Inc., Fluor Corp., J&J Worldwide Services, Cushman & Wakefield Inc., CB Richard Ellis, Inc., Jones Lang LaSalle Incorporated, Sodexo, Inc., Aramark Corporation and ABM Industries Incorporated are engaged in this field, as are large original equipment manufacturers such as Carrier Corp. and Trane Inc. In addition, we compete with several regional firms serving all or portions of the markets we target, such as Brickman Valley Crest, Inc., Kellermeyer Bergensons Services, Inc., SMS Assist, LLC and Ferandino & Sons, Inc. Our principal services competitors in the United Kingdom include ISS UK Ltd. and MITIE Group plc. The key competitive factors in the building services business include price, service, quality, technical expertise, geographic scope and the availability of qualified personnel and managers. Due to our size, both financial and geographic, and our technical capability and management experience, we believe we are in a strong competitive position in the building services business. However, there are relatively few barriers to entry to most of our building services businesses.

In our industrial services business, we are a leading North American provider of after-market maintenance and repair services for, and manufacturing of, highly engineered shell and tube heat exchangers and related equipment and a leader in providing specialized services to refineries and petrochemical plants. The market for providing these services and products to refineries and petrochemical plants is highly fragmented and includes large national industrial services providers, as well as numerous regional companies, including JV Industrial Companies Ltd., Matrix Service Company, Starcon, Turner Industries, Team, Inc., Cust-O-Fab, Dunn Heat, and Wyatt Field Service Company. In the manufacture of heat exchangers, we compete with both U.S. and foreign manufacturers. The key competitive factors in the industrial services market include service, quality, ability to respond quickly, technical expertise, price, safety record and availability of qualified personnel. Due to our technical capabilities, safety record and skilled workforce, we believe that we are in a strong competitive position in the industrial services market we serve. Because of the complex tasks associated with turnarounds and the precision required in the manufacture of heat exchangers, we believe that the barriers to entry in this business are significant.

Employees

At December 31, 2015, we employed approximately 29,000 people, approximately 56% of whom are represented by various unions pursuant to more than 375 collective bargaining agreements between our individual subsidiaries and local unions. We believe that our employee relations are generally good. Only two of these collective bargaining agreements are national or regional in scope.

Backlog

Our backlog at December 31, 2015 was $3.77 billion compared to $3.63 billion of backlog at December 31, 2014. Backlog increases with awards of new contracts and decreases as we perform work on existing contracts. Backlog is not a term recognized under United States generally accepted accounting principles; however, it is a common measurement used in our industry. We include a project within our backlog at such time as a contract is awarded and agreement on contract terms has been reached. Backlog includes unrecognized revenues to be realized from uncompleted construction contracts plus unrecognized revenues expected to be realized over the remaining term of services contracts. However, we do not include in backlog contracts for which

we are paid on a time and material basis and a fixed amount cannot be determined, and if the remaining term of a services contract exceeds 12 months, the unrecognized revenues attributable to such contract included in backlog are limited to only the next 12 months of revenues provided for in the contract award. Our backlog also includes amounts related to services contracts for which a fixed price contract value is not assigned when a reasonable estimate of total revenues can be made from budgeted amounts agreed to with our customer. Our backlog is comprised of: (a) original contract amounts, (b) change orders for which we have received written confirmations from our customers, (c) pending change orders for which we expect to receive confirmations in the ordinary course of business and (d) claim amounts that we have made against customers for which we have determined we have a legal basis under existing contractual arrangements and as to which we consider recovery to be probable. Such claim amounts were immaterial for all periods presented. Our backlog does not include anticipated revenues from unconsolidated joint ventures or variable interest entities and anticipated revenues from pass-through costs on contracts for which we are acting in the capacity of an agent and which are reported on the net basis. We believe our backlog is firm, although many contracts are subject to cancellation at the election of our customers. Historically, cancellations have not had a material adverse effect on us. We estimate that 79% of our backlog as of December 31, 2015 will be recognized as revenues during 2016.

Available Information

We file annual, quarterly and current reports, proxy statements and other information with the Securities and Exchange Commission, which we refer to as the "SEC". These filings are available to the public over the internet at the SEC's website at http://www.sec.gov. You may also read and copy any document we file at the SEC's Public Reference Room located at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the Public Reference Room.

Our Internet address is www.emcorgroup.com. We make available free of charge through www.emcorgroup.com our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports, as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. References to our website addressed in this report are provided as a convenience and do not constitute, and should not be viewed as, an incorporation by reference of the information contained on, or available through, the website. Therefore, such information should not be considered part of this report.

Our Board of Directors has an audit committee, a compensation and personnel committee and a nominating and corporate governance committee. Each of these committees has a formal charter. We also have Corporate Governance Guidelines, which include guidelines regarding related party transactions, a Code of Ethics for our Chief Executive Officer and Senior Financial Officers, and a Code of Ethics and Business Conduct for Directors, Officers and Employees. Copies of these charters, guidelines and codes, and any waivers or amendments to such codes which are applicable to our executive officers, senior financial officers or directors, can be obtained free of charge from our website, www.emcorgroup.com.

You may request a copy of the foregoing filings (excluding exhibits), charters, guidelines and codes and any waivers or amendments to such codes which are applicable to our executive officers, senior financial officers or directors, at no cost by writing to us at EMCOR Group, Inc., 301 Merritt Seven, Norwalk, CT 06851-1092, Attention: Corporate Secretary, or by telephoning us at (203) 849-7800.

ITEM 1A. RISK FACTORS

Our business is subject to a variety of risks, including the risks described below as well as adverse business and market conditions and risks associated with foreign operations. The risks and uncertainties described below are not the only ones facing us. Additional risks and uncertainties not known to us or not described below which we have not determined to be material may also impair our business operations. You should carefully consider the risks described below, together with all other information in this report, including information contained in the "Business," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Quantitative and Qualitative Disclosures about Market Risk" sections. If any of the following risks actually occur, our business, financial position, results of operations and/or cash flows could be adversely affected, and we may not be able to achieve our goals. Such events may cause actual results to differ materially from expected and historical results, and the trading price of our common stock could decline.

Economic downturns have led to reductions in demand for our services. Negative conditions in the credit markets may adversely impact our ability to operate our business. The level of demand from our clients for our services has been, in the past, adversely impacted by slowdowns in the industries we service, as well as in the economy in general. When the general level of economic activity has been reduced from historical levels, certain of our ultimate customers have delayed or cancelled projects or capital spending, especially with respect to more profitable private sector work, and such slowdowns adversely affect our ability to grow, reducing our revenues and profitability. A number of economic factors, including financing conditions for the industries we serve, have, in the past, adversely affected our ultimate customers and their ability or willingness to fund expenditures. General concerns about the fundamental soundness of domestic and foreign economies may cause ultimate customers to defer projects even if they

have credit available to them. Worsening of financial and macroeconomic conditions could have a significant adverse effect on our revenues and profitability.

Many of our clients depend on the availability of credit to help finance their capital and maintenance projects. At times, tightened availability of credit has negatively impacted the ability of existing and prospective ultimate customers to fund projects we might otherwise perform, particularly those in the more profitable private sector. As a result, our ultimate customers may defer such projects for an unknown, and perhaps lengthy, period. Any such deferrals would inhibit our growth and would adversely affect our results of operations.

In a weak economic environment, particularly in a period of restrictive credit markets, we may experience greater difficulties in collecting payments from, and negotiating change orders and/or claims with, our clients due to, among other reasons, a diminution in our ultimate customers' access to the credit markets. If clients delay in paying or fail to pay a significant amount of our outstanding receivables, or we fail to successfully negotiate a significant portion of our change orders and/or claims with clients, it could have an adverse effect on our liquidity, results of operations and financial position.

Our business has traditionally lagged recoveries in the general economy and, therefore, may not recover as quickly as the economy at large.

Our business is vulnerable to the cyclical nature of the markets in which our clients operate and is dependent upon the timing and funding of new awards. We provide construction and maintenance services to ultimate customers operating in a number of markets which have been, and we expect will continue to be, cyclical and subject to significant fluctuations due to a variety of factors beyond our control, including economic conditions and changes in client spending.

Regardless of economic or market conditions, investment decisions by our ultimate customers may vary by location or as a result of other factors like the availability of labor, relative construction costs or competitive conditions in their industries. Because we are dependent on the timing and funding of new awards, we are therefore vulnerable to changes in our clients' markets and investment decisions.

Our business may be adversely affected by significant delays and reductions in government appropriations. Curtailed spending aimed at reducing federal, state and local budget deficits could result in governmental agencies or departments deferring or canceling projects that we might otherwise have sought to perform. Budgetary constraints and ongoing concerns regarding the U.S. national debt may place downward pressure on spending levels of the U.S. government. Some of our businesses derive a significant portion of their revenues from federal, state and local governmental bodies.

An increase in the prices of certain materials used in our businesses could adversely affect our businesses. We are exposed to market risk of increases in certain commodity prices of materials, such as copper and steel, which are used as components of supplies or materials utilized in all of our operations. We are also exposed to increases in energy prices, particularly as they relate to gasoline prices for our fleet of over 8,500 vehicles. While we believe we can increase our prices to adjust for some price increases in commodities, there can be no assurance that price increases of commodities, if they were to occur, would be recoverable. Additionally, our fixed price contracts do not allow us to adjust our prices and, as a result, increases in material or fuel costs could reduce our profitability with respect to such projects. Fluctuations in energy prices as well as in commodity prices of materials may adversely affect our customers and as a result cause them to curtail the use of our services. Recent declines in the price of oil have caused some of our refinery customers to curtail or delay maintenance or capital projects. Further declines in the price of oil may adversely affect some of our refinery customers causing them to defer maintenance and/or capital projects performed by companies in our United States industrial services segment or delay purchases or repairs of heat exchangers that are manufactured and repaired by some of our companies.

Our industry is highly competitive. Our industry is served by numerous small, owner-operated private companies, a few public companies and several large regional companies. In addition, relatively few barriers prevent entry into most of our businesses. As a result, any organization that has adequate financial resources and access to technical expertise may become a competitor. Competition in our industry depends on numerous factors, including price. Certain of our competitors have lower overhead cost structures and, therefore, are able to provide their services at lower rates than we are currently able to provide. In addition, some of our competitors have greater resources than we do. We cannot be certain that our competitors will not develop the expertise, experience and resources necessary to provide services that are superior in quality and lower in price to ours. Similarly, we cannot be certain that we will be able to maintain or enhance our competitive position within our industries or maintain a customer base at current levels. We may also face competition from the in-house service organizations of existing or prospective customers, particularly with respect to building services. Many of our customers employ personnel who perform some of the same types of building services that we do. We cannot be certain that our existing or prospective customers will continue to outsource building services in the future.

We are a decentralized company, which presents certain risks. While we believe decentralization has enhanced our growth and enabled us to remain responsive to opportunities and to our customers' needs, it necessarily places significant control and decision-making powers in the hands of local management. This presents various risks, including the risk that we may be slower or less able to identify or react to problems affecting a key business than we would in a more centralized environment.

Our business may also be affected by weather conditions. Adverse weather conditions, particularly during the winter season, could impact our construction services operations as those conditions affect our ability to perform efficient work outdoors in certain regions of the United States, adversely affecting the revenues and profitability of those operations. However, the absence of snow in the United States during the winter could cause us to experience reduced revenues and profitability in our United States building services segment, which has meaningful snow removal operations. In addition, cooler than normal temperatures during the summer months could reduce the need for our services, particularly in our businesses that install or service air conditioning units, and result in reduced revenues and profitability during the period such unseasonal weather conditions persist.

Our business may be affected by the work environment. We perform our work under a variety of conditions, including but not limited to, difficult terrain, difficult site conditions and busy urban centers where delivery of materials and availability of labor may be impacted, clean-room environments where strict procedures must be followed, and sites which may have been exposed to harsh and hazardous conditions, especially at chemical plants, refineries and other process facilities. Performing work under these conditions can negatively affect efficiency and, therefore, our profitability.

Our dependence upon fixed price contracts could adversely affect our business. We currently generate, and expect to continue to generate, a significant portion of our revenues from fixed price contracts. We must estimate the total costs of a particular project to bid for fixed price contracts. The actual cost of labor and materials, however, may vary from the costs we originally estimated. These variations, along with other risks, inherent in performing fixed price contracts, may cause actual gross profits from projects to differ from those we originally estimated and could result in reduced profitability or losses on projects. Depending upon the size of a particular project, variations from the estimated contract costs can have a significant impact on our operating results for any fiscal quarter or year.

We could incur additional costs to cover certain guarantees. In some instances, we guarantee completion of a project by a specific date or price, cost savings, achievement of certain performance standards or performance of our services at a certain standard of quality. If we subsequently fail to meet such guarantees, we may be held responsible for costs resulting from such failures. Such a failure could result in our payment of liquidated or other damages. To the extent that any of these events occur, the total costs of a project could exceed the original estimated costs, and we would experience reduced profits or, in some cases, a loss.

Many of our contracts, especially our building services contracts for governmental and non-governmental entities, may be canceled on short notice, and we may be unsuccessful in replacing such contracts if they are canceled or as they are completed or expire. We could experience a decrease in revenues, net income and liquidity if any of the following occur:

- customers cancel a significant number of contracts;
- we fail to win a significant number of our existing contracts upon re-bid;
- we complete a significant number of non-recurring projects and cannot replace them with similar projects; or
- we fail to reduce operating and overhead expenses consistent with any decrease in our revenues.

We may be unsuccessful in generating internal growth. Our ability to generate internal growth will be affected by, among other factors, our ability to:

- expand the range of services offered to customers to address their evolving needs;
- attract new customers; and
- increase the number of projects performed for existing customers.

In addition, existing and potential customers in the past have reduced, and may continue to reduce, the number or size of projects available to us because of general economic conditions or due to their inability to obtain capital or pay for services we provide. Many of the factors affecting our ability to generate internal growth are beyond our control, and we cannot be certain that our strategies will be successful or that we will be able to generate cash flow sufficient to fund our operations and to support internal growth. If we are not successful, we may not be able to achieve internal growth, expand operations or grow our business.

The departure of key personnel could disrupt our business. We depend on the continued efforts of our senior management. The loss of key personnel, or the inability to hire and retain qualified executives, could negatively impact our ability to manage our business.

We may be unable to attract and retain skilled employees. Our ability to grow and maintain productivity and profitability will be limited by our ability to employ, train and retain skilled personnel necessary to meet our requirements. We are dependent upon our project managers and field supervisors who are responsible for managing our projects; and there can be no assurance that any individual will continue in his or her capacity for any particular period of time, and the loss of such qualified employees could have an adverse effect on our business. We cannot be certain that we will be able to maintain an adequate skilled labor force necessary to operate efficiently and to support our business strategy or that labor expenses will not increase as a result of a shortage in the supply of these skilled personnel. Labor shortages or increased labor costs could impair our ability to maintain our business or grow our revenues.

Our unionized workforce could adversely affect our operations, and we participate in many multiemployer union pension plans which could result in substantial liabilities being incurred. As of December 31, 2015, approximately 56% of our employees were covered by collective bargaining agreements. Although the majority of these agreements prohibit strikes and work stoppages, we cannot be certain that strikes or work stoppages will not occur in the future. However, only two of our collective bargaining agreements are national or regional in scope, and not all of our collective bargaining agreements expire at the same time. Strikes or work stoppages would adversely impact our relationships with our customers and could have a material adverse effect on our financial position, results of operations and cash flows. We contribute to over 200 multiemployer union pension plans based upon wages paid to our union employees that could result in our being responsible for a portion of the unfunded liabilities under such plans. Our potential liability for unfunded liabilities could be material. Under the Employee Retirement Income Security Act, we may become liable for our proportionate share of a multiemployer pension plan's underfunding, if we cease to contribute to that pension plan or significantly reduce the employees in respect of which we make contributions to that pension plan. See Note 14 - Retirement Plans of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for additional information regarding multiemployer plans.

Fluctuating foreign currency exchange rates impact our financial results. We have operations in the United Kingdom, which in 2015 accounted for 6% of our revenues. Our reported financial position and results of operations are exposed to the effects (both positive and negative) that fluctuating exchange rates have on the process of translating the financial statements of our United Kingdom operations, which are denominated in local currencies, into the U.S. dollar.

Our failure to comply with environmental laws could result in significant liabilities. Our operations are subject to various laws, including environmental laws and regulations, among which many deal with the handling and disposal of asbestos and other hazardous or universal waste products, PCBs and fuel storage. A violation of such laws and regulations may expose us to various claims, including claims by third parties, as well as remediation costs and fines. We own and lease many facilities. Some of these facilities contain fuel storage tanks, which may be above or below ground. If these tanks were to leak, we could be responsible for the cost of remediation as well as potential fines. As a part of our business, we also install fuel storage tanks and are sometimes required to deal with hazardous materials, all of which may expose us to environmental liability.

In addition, new laws and regulations, stricter enforcement of existing laws and regulations, the discovery of previously unknown contamination or leaks, or the imposition of new clean-up requirements could require us to incur significant costs or become the basis for new or increased liabilities that could harm our financial position and results of operations, although certain of these costs might be covered by insurance. In some instances, we have obtained indemnification or covenants from third parties (including predecessors or lessors) for such clean-up and other obligations and liabilities, and we believe such indemnities and covenants are adequate to cover such obligations and liabilities. However, such third-party indemnities or covenants may not cover all of such costs or third-party indemnitors may default on their obligations. In addition, unanticipated obligations or liabilities, or future obligations and liabilities, may have a material adverse effect on our business operations. Further, we cannot be certain that we will be able to identify, or be indemnified for, all potential environmental liabilities relating to any acquired business.

Adverse resolution of litigation and other legal proceedings may harm our operating results or financial position. We are a party to lawsuits and other legal proceedings, most of which occur in the normal course of our business. Litigation and other legal proceedings can be expensive, lengthy and disruptive to normal business operations. An unfavorable resolution of a particular legal proceeding could have a material adverse effect on our business, operating results, financial position and cash flows, and in some cases, on our reputation or our ability to obtain projects from customers, including governmental entities. See Item 3. Legal Proceedings and Note 15 - Commitments and Contingencies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data, for more information regarding legal proceedings in which we are involved.

Opportunities within the government sector could lead to increased governmental regulation applicable to us. As a government contractor we are subject to a number of procurement rules and other regulations, any deemed violation of which could lead to fines or penalties or a loss of business. Government agencies routinely audit and investigate government contractors. Government agencies may review a contractor's performance under its contracts, cost structure and compliance with applicable laws, regulations

and standards. If government agencies determine through these audits or reviews that costs are improperly allocated to specific contracts, they will not reimburse the contractor for those costs or may require the contractor to refund previously reimbursed costs. If government agencies determine that we are engaged in improper activity, we may be subject to civil and criminal penalties and debarment or suspension from doing business with the government. Government contracts are also subject to renegotiation of terms by the government, termination by the government prior to the expiration of the term, and non-renewal by the government.

A material portion of our business depends on our ability to provide surety bonds. We may be unable to compete for or work on certain projects if we are not able to obtain the necessary surety bonds. Our construction contracts frequently require that we obtain from surety companies and provide to our customers payment and performance bonds as a condition to the award of such contracts. Such surety bonds secure our payment and performance obligations. Under standard terms in the surety market, surety companies issue bonds on a project-by-project basis and can decline to issue bonds at any time or require the posting of collateral as a condition to issuing any bonds. Current or future market conditions, as well as changes in our sureties' assessment of our or their own operating and financial risk, could cause our surety companies to decline to issue, or substantially reduce the amount of, bonds for our work or to increase our bonding costs. These actions can be taken on short notice. If our surety companies were to limit or eliminate our access to bonding, our alternatives would include seeking bonding capacity from other surety companies, increasing business with clients that do not require bonds and posting other forms of collateral for project performance, such as letters of credit, parent company guarantees or cash. We may be unable to secure these alternatives in a timely manner, on acceptable terms, or at all. Accordingly, if we were to experience an interruption or reduction in the availability of bonding, we may be unable to compete for or work on certain projects. Increases in the costs of surety bonds also could adversely impact our profitability.

We are effectively self-insured against many potential liabilities. Although we maintain insurance policies with respect to a broad range of risks, including automobile liability, general liability, workers' compensation and employee group health, these policies do not cover all possible claims and certain of the policies are subject to large deductibles. Accordingly, we are effectively self-insured for a substantial number of actual and potential claims. In addition, if any of our insurance carriers defaulted on its obligations to provide insurance coverage by reason of its insolvency or for other reasons, our exposure to claims would increase and our profits would be adversely affected. Our estimates for unpaid claims and expenses are based on known facts, historical trends and industry averages, utilizing the assistance of an actuary. We reflect these liabilities in our balance sheet as "Other accrued expenses and liabilities" and "Other long-term obligations." The determination of such estimated liabilities and their appropriateness are reviewed and updated at least quarterly. However, these liabilities are difficult to assess and estimate due to many relevant factors, the effects of which are often unknown, including the severity of an injury or damage, the determination of liability in proportion to other parties, the timeliness of reported claims, the effectiveness of our risk management and safety programs and the terms and conditions of our insurance policies. Our accruals are based upon known facts, historical trends and our reasonable estimate of future expenses, and we believe such accruals are adequate. However, unknown or changing trends, risks or circumstances, such as increases in claims, a weakening economy, increases in medical costs, changes in case law or legislation or changes in the nature of the work we perform, could render our current estimates and accruals inadequate. In such case, adjustments to our balance sheet may be required and these increased liabilities would be recorded in the period that the experience becomes known. Insurance carriers may be unwilling, in the future, to provide our current levels of coverage without a significant increase in insurance premiums and/or collateral requirements to cover our obligations to them. Increased collateral requirements may be in the form of additional letters of credit and/or cash, and an increase in collateral requirements could significantly reduce our liquidity. If insurance premiums increase, and/or if insurance claims are higher than our estimates, our profitability could be adversely affected.

Health care reform could adversely affect our operating results. In 2010, the United States government enacted comprehensive health care reform legislation. To date, we have not experienced material costs related to the health care reform legislation; however, it is possible that our operating results and/or cash flows could be adversely affected in the future by increased costs, expanded liability exposure and requirements that change the ways we provide healthcare and other benefits to our employees.

We may incur liabilities or suffer negative financial impact relating to occupational, health and safety matters. Our operations are subject to extensive laws and regulations relating to the maintenance of safe conditions in the workplace. While we have invested, and will continue to invest, substantial resources in our robust occupational, health and safety programs, many of our businesses involve a high degree of operational risk, and there can be no assurance that we will avoid significant exposure. These hazards can cause personal injury and loss of life, severe damage to or destruction of property and equipment and other consequential damages and could lead to suspension of operations, large damage claims and, in extreme cases, criminal liability.

Our customers seek to minimize safety risks on their sites and they frequently review the safety records of contractors during the bidding process. If our safety record were to substantially deteriorate over time, we might become ineligible to bid on certain work and our customers could cancel our contracts and/or not award us future business.

Acquisitions could adversely affect our business and results of operations. As part of our growth strategy, we acquire companies that expand, complement and/or diversify our businesses. Realization of the anticipated benefits of an acquisition will depend, among other things, upon our ability to: (a) effectively conduct due diligence on companies we propose to acquire to identify problems at these companies or (b) recognize incompatibilities or other obstacles to successful integration of the acquired business

with our other operations and gain greater efficiencies and scale that will translate into reduced costs in a timely manner. However, there can be no assurance that an acquisition we may make in the future will provide the benefits anticipated when entering into the transaction. Acquisitions we have made and future acquisitions may expose us to operational challenges and risks, including the diversion of management's attention from our existing businesses, the failure to retain key personnel or customers of the acquired business and the assumption of unknown liabilities of the acquired business for which there are inadequate reserves. Our ability to sustain our growth and maintain our competitive position may be affected by our ability to identify and acquire desirable businesses and successfully integrate any business acquired.

Our results of operations could be adversely affected as a result of goodwill and other identifiable intangible asset impairments. When we acquire a business, we record an asset called "goodwill" equal to the excess amount paid for the business, including liabilities assumed, over the fair value of the tangible and identifiable intangible assets of the business acquired. The Financial Accounting Standards Board ("FASB") requires that all business combinations be accounted for using the acquisition method of accounting and that certain identifiable intangible assets acquired in a business combination be recognized as assets apart from goodwill. FASB Accounting Standard Codification ("ASC") Topic 350, "Intangibles-Goodwill and Other" ("ASC 350") provides that goodwill and other identifiable intangible assets that have indefinite useful lives not be amortized, but instead must be tested at least annually for impairment, and identifiable intangible assets that have finite useful lives should continue to be amortized over their useful lives and be tested for impairment whenever facts and circumstances indicate that the carrying values may not be fully recoverable. ASC 350 also provides specific guidance for testing goodwill and other non-amortized identifiable intangible assets for impairment, which we test annually each October 1. ASC 350 requires management to make certain estimates and assumptions to allocate goodwill to reporting units and to determine the fair value of reporting unit net assets and liabilities. Such fair value is determined using discounted estimated future cash flows. Our development of the present value of future cash flow projections is based upon assumptions and estimates by management from a review of our operating results, business plans, anticipated growth rates and margins and the weighted average cost of capital, among others. Much of the information used in assessing fair value is outside the control of management, such as interest rates, and these assumptions and estimates can change in future periods. There can be no assurance that our estimates and assumptions made for purposes of our goodwill and identifiable intangible asset impairment testing will prove to be accurate predictions of the future. If our assumptions regarding business plans or anticipated growth rates and/or margins are not achieved, or there is a rise in interest rates, we may be required to record goodwill and/or identifiable intangible asset impairment charges in future periods, whether in connection with our next annual impairment testing on October 1, 2016 or earlier, if an indicator of an impairment is present prior to the quarter in which the annual goodwill impairment test is to be performed. It is not possible at this time to determine if any such additional impairment charge would result or, if it does, whether such a charge would be material to our results of operations.

We did not record an impairment of our goodwill or identifiable intangible assets for the year ended December 31, 2015.

Amounts included in our backlog may not result in actual revenues or translate into profits. Many contracts are subject to cancellation or suspension on short notice at the discretion of the client, and the contracts in our backlog are subject to changes in the scope of services to be provided as well as adjustments to the costs relating to the contract. We have historically experienced variances in the components of backlog related to project delays or cancellations resulting from weather conditions, external market factors and economic factors beyond our control, and we may experience more delays or cancellations in the future. The risk of contracts in backlog being cancelled or suspended generally increases during periods of widespread slowdowns. Accordingly, there is no assurance that backlog will actually be realized. If our backlog fails to materialize, we could experience a reduction in revenues and a decline in profitability, which could result in a deterioration of our financial position and liquidity.

We account for the majority of our construction projects using the percentage-of-completion method of accounting; therefore, variations of actual results from our assumptions may reduce our profitability. We recognize revenues on construction contracts using the percentage-of-completion method of accounting in accordance with ASC Topic 605-35, "Revenue Recognition-Construction-Type and Production-Type Contracts". See Application of Critical Accounting Policies in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations. Under the percentage-of-completion method of accounting, we record revenue as work on the contract progresses. The cumulative amount of revenues recorded on a contract at a specified point in time is that percentage of total estimated revenues that costs incurred to date bear to estimated total costs. Accordingly, contract revenues and total cost estimates are reviewed and revised as the work progresses. Adjustments are reflected in contract revenues in the period when such estimates are revised. Estimates are based on management's reasonable assumptions and experience, but are only estimates. Variations of actual results from assumptions on an unusually large project or on a number of average size projects could be material. We are also required to immediately recognize the full amount of the estimated loss on a contract when estimates indicate such a loss. Such adjustments and accrued losses could result in reduced profitability, which could negatively impact our cash flow from operations.

The loss of one or a few customers could have an adverse effect on us. A few clients have in the past and may in the future account for a significant portion of our revenues in any one year or over a period of several consecutive years. Although we have long-standing relationships with many of our significant clients, our clients may unilaterally reduce, fail to renew or terminate

their contracts with us at any time. A loss of business from a significant client could have a material adverse effect on our business, financial position, and results of operations.

We are increasingly dependent on sophisticated information technology and infrastructure. We rely on information technology systems and hardware and third party software to run critical accounting, project management and financial information systems. If software vendors decide to discontinue further development, integration or long-term software maintenance support for our information systems, or there is any system or hardware interruption, delay, breach of security, loss of data, we may need to migrate some or all of our accounting, project management and financial information to other systems. In addition, data privacy or security breaches may pose a risk that data, including intellectual property or personal information, may be exposed to unauthorized persons or the public. These disruptions or breaches could result in financial, legal, business or reputational harm to us.

Our failure to comply with anti-bribery statutes such as the Foreign Corrupt Practices Act and the U.K. Bribery Act of 2010 could result in fines, criminal penalties and other sanctions that could have an adverse effect on our business. The U.S. Foreign Corrupt Practices Act (the "FCPA"), the U.K. Bribery Act (the "Bribery Act") and similar anti-bribery laws in other jurisdictions generally prohibit companies and their intermediaries from making improper payments to foreign officials for the purpose of obtaining or retaining business. We conduct a modest amount of business in a few countries that have experienced corruption to some degree. If we were found to be liable for violations under the FCPA, the Bribery Act or similar anti-bribery laws, either due to our own acts or omissions or due to the acts or omissions of others, we could incur substantial legal expense and suffer civil and criminal penalties or other sanctions, which could have a material adverse effect on our business, financial condition and results of operations, as well as our reputation.

Certain provisions of our corporate governance documents could make an acquisition of us, or a substantial interest in us, more difficult. The following provisions of our certificate of incorporation and bylaws, as currently in effect, as well as Delaware law, could discourage potential proposals to acquire us, delay or prevent a change in control of us, or limit the price that investors may be willing to pay in the future for shares of our common stock:

- our certificate of incorporation permits our board of directors to issue "blank check" preferred stock and to adopt amendments to our bylaws;
- our bylaws contain restrictions regarding the right of our stockholders to nominate directors and to submit proposals to be considered at stockholder meetings;
- our certificate of incorporation and bylaws limit the right of our stockholders to call a special meeting of stockholders and to act by written consent; and
- we are subject to provisions of Delaware law, which prohibit us from engaging in any of a broad range of business transactions with an "interested stockholder" for a period of three years following the date such stockholder becomes classified as an interested stockholder.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

Our operations are conducted primarily in leased properties. The following table lists facilities over 50,000 square feet, both leased and owned, and identifies the business segment that is the principal user of each such facility.

	Approximate Square Feet	Lease Expiration Date, Unless Owned
1168 Fesler Street El Cajon, California (b)	67,560	8/31/2020
22302 Hathaway Avenue Hayward, California (b)	105,000	7/31/2021
4462 Corporate Center Drive Los Alamitos, California (a)	57,863	12/31/2019
18111 South Santa Fe Avenue Rancho Dominguez, California (d)	66,246	12/31/2016
940 Remillard Court San Jose, California (c)	119,560	7/31/2024
5101 York Street Denver, Colorado (b)	77,553	2/28/2019
345 Sheridan Boulevard Lakewood, Colorado (a)	63,000	Owned
3100 Woodcreek Drive Downers Grove, Illinois (a)	56,551	7/31/2017
2219 Contractors Drive Fort Wayne, Indiana (b)	175,000	7/31/2023
7614 and 7720 Opportunity Drive Fort Wayne, Indiana (b)	144,695	10/31/2018
2655 Garfield Avenue Highland, Indiana (a)	57,765	6/30/2019
4250 Highway 30 St. Gabriel, Louisiana (d)	90,000	Owned
1750 Swisco Road Sulphur, Louisiana (d)	112,000	Owned
111-01 and 111-21 14th Avenue College Point, New York (a)	73,013	2/28/2024
70 Schmitt Boulevard Farmingdale, New York (b)	76,380	7/31/2026
2102 Tobacco Road Durham, North Carolina (b)	55,944	3/31/2016
2900 Newpark Drive Norton, Ohio (b)	91,831	11/1/2017
1800 Markley Street Norristown, Pennsylvania (c)	93,000	9/30/2021
227 Trade Court Aiken, South Carolina (b)	66,000	9/30/2016
6045 East Shelby Drive Memphis, Tennessee (c)	53,618	4/30/2018
937 Pine Street Beaumont, Texas (d)	78,962	Owned
895 North Main Street Beaumont, Texas (d)	75,000	Owned
410 Flato Road Corpus Christi, Texas (d)	57,000	Owned
5550 Airline Drive and 25 Tidwell Road Houston, Texas (b)	97,936	12/31/2019

	Approximate Square Feet	Lease Expiration Date, Unless Owned
12415 Highway 225 La Porte, Texas (d)	78,000	Owned
2455 West 1500 South Salt Lake City, Utah (a)	58,339	3/31/2018

We believe that our property, plant and equipment are well maintained, in good operating condition and suitable for the purposes for which they are used.

See Note 15 - Commitments and Contingencies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for additional information regarding lease costs. We utilize substantially all of our leased or owned facilities and believe there will be no difficulty either in negotiating the renewal of our real property leases as they expire or in finding alternative space, if necessary.

(a) Principally used by a company engaged in the "United States electrical construction and facilities services" segment.

(b) Principally used by a company engaged in the "United States mechanical construction and facilities services" segment.

(c) Principally used by a company engaged in the "United States building services" segment.

(d) Principally used by a company engaged in the "United States industrial services" segment.

ITEM 3. LEGAL PROCEEDINGS

One of our subsidiaries, USM, Inc. ("USM"), doing business in California provides, among other things, janitorial services to its customers by having those services performed by independent janitorial companies. USM and one of its customers, which owns retail stores (the "Customer"), were co-defendants in a federal class action lawsuit brought by six employees of USM's California janitorial subcontractors. The action captioned Federico Vilchiz Vasquez, Jesus Vilchiz Vasquez, Francisco Domingo Claudio, for themselves and all others similarly situated vs. USM, Inc. dba USM Services, Inc., a Pennsylvania Corporation, et al., was commenced on September 5, 2013 in a Superior Court of California and was removed by USM on November 22, 2013 to the United States District Court for the Northern District of California. The employees alleged in their complaint, among other things, that USM and the Customer, during a period that began before our acquisition of USM, violated a California statute that prohibits USM from entering into a contract with a janitorial subcontractor when it knew or should have known that the contract did not include funds sufficient to allow the janitorial subcontractor to comply with all local, state and federal laws or regulations governing the labor or services to be provided. The employees asserted that the amounts USM paid to its janitorial subcontractors were insufficient to allow those janitorial subcontractors to meet their obligations regarding, among other things, wages due for all hours their employees worked, minimum wages, overtime pay and meal and rest breaks. These employees sought to represent not only themselves, but also all other individuals who provided janitorial services at the Customer's stores in California during the relevant four-year time period. We do not believe USM or the Customer violated the California statute or that the employees could have brought the action as a class action on behalf of other employees of janitorial companies with whom USM subcontracted for the provision of janitorial services to the Customer. The plaintiffs sought a declaratory judgment that USM had violated the California statute, monetary damages, including all unpaid wages and interest thereon, restitution for unpaid wages, and an award of attorneys' fees and costs.

USM and its Customer have settled the claims asserted in the class action pursuant to the terms of a consent decree approved by the federal judge in the United States District Court for the Northern District of California on February 16, 2016, which followed a determination by the Court of the consent decree's fairness, adequacy and reasonableness. Under the terms of the consent decree, USM will (a) pay an aggregate of $1.0 million (i) for monetary relief to the members of the class, (ii) for awards to the class representative plaintiffs, (iii) for California Labor Code Private Attorney General Act payments to the State of California for an immaterial amount, and (iv) for all costs of notice and administration of the claims process, (b) pay to counsel for the class an aggregate of $1.3 million, of which $0.2 million has been allocated for their reimbursable costs and litigation expenses and $1.1 million has been allocated for attorneys' fees, and (c) monitor USM's California subcontractors providing janitorial services to its Customer in accordance with agreed upon procedures designed principally to ensure janitorial employees of those subcontractors are paid no less than minimum wage.

We are involved in several other proceedings in which damages and claims have been asserted against us. Other potential claims may exist that have not yet been asserted against us. We believe that we have a number of valid defenses to such proceedings and claims and intend to vigorously defend ourselves. We do not believe that any such matters will have a material adverse effect on our financial position, results of operations or liquidity. Litigation is subject to many uncertainties and the outcome of litigation is not predictable with assurance. It is possible that some litigation matters for which reserves have not been established could be decided unfavorably to us, and that any such unfavorable decisions could have a material adverse effect on our financial position, results of operations or liquidity. See Note 15 - Commitments and Contingencies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for a discussion regarding certain other legal proceedings.

ITEM 4. MINE SAFETY DISCLOSURES

Information concerning mine safety violations or other regulatory matters required by Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 104 of Regulation S-K (17 CFR 229.104) is included in Exhibit 95 to this Form 10-K.

EXECUTIVE OFFICERS OF THE REGISTRANT

Anthony J. Guzzi, Age 51; President since October 2004 and Chief Executive Officer since January 2011. From October 2004 to January 2011, Mr. Guzzi served as Chief Operating Officer of the Company. From August 2001, until he joined the Company, Mr. Guzzi served as President of the North American Distribution and Aftermarket Division of Carrier Corporation ("Carrier"). Carrier is a manufacturer and distributor of commercial and residential HVAC and refrigeration systems and equipment and a provider of after-market services and components of its own products and those of other manufacturers in both the HVAC and refrigeration industries. Mr. Guzzi is also a member of our Board of Directors.

Sheldon I. Cammaker, Age 76; Vice Chairman since January 2016. From September 1987 to January 2016, Mr. Cammaker was Executive Vice President and General Counsel of the Company, and from May 1997 to January 2016, Mr. Cammaker was also Secretary of the Company. Prior to September 1987, Mr. Cammaker was a senior partner of the New York City law firm of Botein, Hays & Sklar.

R. Kevin Matz, Age 57; Executive Vice President-Shared Services of the Company since December 2007 and Senior Vice President-Shared Services from June 2003 to December 2007. From April 1996 to June 2003, Mr. Matz served as Vice President and Treasurer of the Company and Staff Vice President-Financial Services of the Company from March 1993 to April 1996.

Mark A. Pompa, Age 51; Executive Vice President and Chief Financial Officer of the Company since April 2006. From June 2003 to April 2006, Mr. Pompa was Senior Vice President-Chief Accounting Officer of the Company, and from June 2003 to January 2007, Mr. Pompa was also Treasurer of the Company. From September 1994 to June 2003, Mr. Pompa was Vice President and Controller of the Company.

Maxine L. Mauricio, Age 44; Senior Vice President, General Counsel and Secretary of the Company since January 2016. From January 2012 to December 2015, Ms. Mauricio was Vice President and Deputy General Counsel of the Company, and from May 2002 to December 2011, she served as Assistant General Counsel of the Company. Prior to joining the Company, Ms. Mauricio was an associate at Ropes & Gray LLP.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market Information. Our common stock trades on the New York Stock Exchange under the symbol "EME".

The following table sets forth high and low sales prices for our common stock for the periods indicated as reported by the New York Stock Exchange:

2015	High	Low
First Quarter	$ 47.20	$ 39.83
Second Quarter	$ 48.84	$ 43.74
Third Quarter	$ 48.89	$ 43.42
Fourth Quarter	$ 52.37	$ 42.85

2014	High	Low
First Quarter	$ 47.81	$ 40.12
Second Quarter	$ 48.00	$ 43.41
Third Quarter	$ 46.04	$ 39.96
Fourth Quarter	$ 45.87	$ 38.68

Holders. As of February 22, 2016, there were approximately 224 stockholders of record and, as of that date, we estimate there were approximately 33,305 beneficial owners holding our common stock in nominee or "street" name.

Dividends. We have paid quarterly dividends since October 25, 2011. We expect that quarterly dividends will be paid in the foreseeable future. Prior to October 25, 2011, no cash dividends had been paid on the Company's common stock. We currently pay a regular dividend of $0.08 per share. Our 2013 Credit Agreement places limitations on the payment of dividends on our common stock. However, we do not believe that the terms of such agreement currently materially limit our ability to pay a quarterly dividend of $0.08 per share for the foreseeable future.

Securities Authorized for Issuance Under Equity Compensation Plans. The following table summarizes, as of December 31, 2015, certain information regarding equity compensation plans that were approved by stockholders and equity compensation plans that were not approved by stockholders. The information in the table and in the notes thereto has been adjusted for stock splits.

	Equity Compensation Plan Information		
	A	B	C
Plan Category	Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights	Weighted Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance under Equity Compensation Plans (Excluding Securities Reflected in Column A)
Equity Compensation Plans Approved by Security Holders	1,005,613 (1)	$ 7.14 (1)	1,849,266 (2)
Equity Compensation Plans Not Approved by Security Holders	—	—	—
Total	1,005,613	$ 7.14	1,849,266

(1) Included within this amount are 698,887 restricted stock units awarded to our non-employee directors and employees. The weighted average exercise price would have been $23.42 had the weighted average exercise price calculation excluded such restricted stock units.

(2) Represents shares of our common stock available for future issuance under our 2010 Incentive Plan (the "2010 Plan"), which may be issuable in respect of options and/or stock appreciation rights granted under the 2010 Plan and/or may also be issued pursuant to the award of restricted stock, unrestricted stock and/or awards that are valued in whole or in part by reference to, or are otherwise based on the fair market value of, our common stock.

Purchase of Equity Securities by the Issuer and Affiliated Purchasers

The following table summarizes repurchases of our common stock made during the quarter ended December 31, 2015 by us:

Period	Total Number of Shares Purchased[1]	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares That May Yet be Purchased Under the Plan or Programs
October 1, 2015 to October 31, 2015	93,612	$43.76	93,612	$339,396,205
November 1, 2015 to November 30, 2015	524,493	$49.49	524,493	$313,424,535
December 1, 2015 to December 31, 2015	1,207,919	$49.05	1,207,919	$254,139,815

(1) On September 26, 2011, our Board of Directors authorized us to repurchase up to $100.0 million of our outstanding common stock. On December 5, 2013, October 23, 2014 and October 28, 2015, our Board of Directors authorized us to repurchase up to an additional $100.0 million, $250.0 million and $200.0 million of our outstanding common stock, respectively. As of December 31, 2015, there remained available authorization for us to repurchase approximately $254.1 million of our shares. No shares have been repurchased since the programs have been announced other than pursuant to these publicly announced programs. Repurchases may be made from time to time as permitted by securities laws and other legal requirements.

ITEM 6. SELECTED FINANCIAL DATA

The following selected financial data has been derived from our audited financial statements and should be read in conjunction with the consolidated financial statements, the related notes thereto and the report of our independent registered public accounting firm thereon included elsewhere in this and our previously filed annual reports on Form 10-K.

See Note 3 - Acquisitions of Businesses and Note 4 - Disposition of Assets of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for a discussion regarding acquisitions and dispositions. During the third quarter of 2014, we ceased construction operations in the United Kingdom. The results of the construction operations of our United Kingdom segment for all periods are presented as discontinued operations. In addition, the results of operations for 2011 reflect discontinued operations accounting due to the disposition in August 2011 of our Canadian subsidiary.

Income Statement Data
(In thousands, except per share data)

	Years Ended December 31,				
	2015	2014	2013	2012	2011
Revenues	$ 6,718,726	$ 6,424,965	$ 6,333,527	$ 6,195,494	$ 5,450,393
Gross profit	$ 944,479	$ 907,246	$ 821,646	$ 803,979	$ 724,733
Impairment loss on identifiable intangible assets	$ —	$ 1,471	$ —	$ —	$ 3,795
Gain on sale of building	$ —	$ 11,749	$ —	$ —	$ —
Operating income	$ 287,082	$ 289,878	$ 240,350	$ 260,303	$ 214,119
Net income attributable to EMCOR Group, Inc.	$ 172,286	$ 168,664	$ 123,792	$ 146,584	$ 130,826
Basic earnings (loss) per common share:					
From continuing operations	$ 2.74	$ 2.61	$ 2.19	$ 2.32	$ 1.86
From discontinued operations	(0.00)	(0.07)	(0.34)	(0.12)	0.10
	$ 2.74	$ 2.54	$ 1.85	$ 2.20	$ 1.96
Diluted earnings (loss) per common share:					
From continuing operations	$ 2.72	$ 2.59	$ 2.16	$ 2.28	$ 1.82
From discontinued operations	(0.00)	(0.07)	(0.34)	(0.12)	0.09
	$ 2.72	$ 2.52	$ 1.82	$ 2.16	$ 1.91

Balance Sheet Data
(In thousands)

	As of December 31,				
	2015	2014	2013	2012	2011
Equity [1]	$ 1,480,056	$ 1,429,387	$ 1,479,626	$ 1,357,179	$ 1,245,131
Total assets	$ 3,546,470	$ 3,388,967	$ 3,465,915	$ 3,107,070	$ 3,014,076
Goodwill	$ 843,170	$ 834,102	$ 834,825	$ 566,588	$ 566,805
Borrowings under revolving credit facility	$ —	$ —	$ —	$ 150,000	$ 150,000
Term loan, including current maturities	$ 315,000	$ 332,500	$ 350,000	$ —	$ —
Other long-term debt, including current maturities	$ 44	$ 57	$ 11	$ 18	$ —
Capital lease obligations, including current maturities	$ 3,869	$ 2,883	$ 4,652	$ 5,881	$ 4,857

(1) During 2015, we repurchased approximately 2.3 million shares of our common stock for approximately $112.3 million. Since the inception of the repurchase programs in 2011 through December 31, 2015, we have repurchased 9.9 million shares of our common stock for approximately $395.9 million. The repurchase of shares results in a reduction of our equity. We have paid quarterly dividends since October 25, 2011. We expect that quarterly dividends will be paid in the foreseeable future. Prior to October 25, 2011, no cash dividends had been paid on the Company's common stock. We currently pay a regular quarterly dividend of $0.08 per share.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

We are one of the largest electrical and mechanical construction and facilities services firms in the United States. In addition, we provide a number of building services and industrial services. Our services are provided to a broad range of commercial, industrial, utility and institutional customers through approximately 70 operating subsidiaries and joint venture entities. Our offices are located in the United States and the United Kingdom.

Operating Segments

We have the following reportable segments which provide services associated with the design, integration, installation, start-up, operation and maintenance of various systems: (a) United States electrical construction and facilities services (involving systems for electrical power transmission and distribution; premises electrical and lighting systems; low-voltage systems, such as fire alarm, security and process control; voice and data communication; roadway and transit lighting; and fiber optic lines); (b) United States mechanical construction and facilities services (involving systems for heating, ventilation, air conditioning, refrigeration and clean-room process ventilation; fire protection; plumbing, process and high-purity piping; controls and filtration; water and wastewater treatment; central plant heating and cooling; cranes and rigging; millwrighting; and steel fabrication, erection and welding); (c) United States building services; (d) United States industrial services; and (e) United Kingdom building services. The "United States building services" and "United Kingdom building services" segments principally consist of those operations which provide a portfolio of services needed to support the operation and maintenance of customers' facilities, including commercial and government site-based operations and maintenance; facility maintenance and services, including reception, security and catering services; outage services to utilities and industrial plants; military base operations support services; mobile maintenance and services; floor care and janitorial services; landscaping, lot sweeping and snow removal; facilities management; vendor management; call center services; installation and support for building systems; program development, management and maintenance for energy systems; technical consulting and diagnostic services; infrastructure and building projects for federal, state and local governmental agencies and bodies; and small modification and retrofit projects, which services are not generally related to customers' construction programs. The segment "United States industrial services" principally consists of those operations which provide industrial maintenance and services, including those for refineries and petrochemical plants, including on-site repairs, maintenance and service of heat exchangers, towers, vessels and piping; design, manufacturing, repair and hydro blast cleaning of shell and tube heat exchangers and related equipment; refinery turnaround planning and engineering services; specialty welding services; overhaul and maintenance of critical process units in refineries and petrochemical plants; and specialty technical services for refineries and petrochemical plants.

We acquired three companies in 2015, each for an immaterial amount. Two of the companies acquired primarily provide mechanical construction services, and their results of operations have been included in our United States mechanical construction and facilities services segment. The results of operations for the other company acquired have been included in our United States building services segment.

We completed the acquisition of RepconStrickland, Inc. ("RSI") during 2013, and its results have been included in our United States industrial services segment since its acquisition. In addition, we completed two other acquisitions during 2013, and their results have been included in our United States mechanical construction and facilities services segment. These acquired businesses expanded our service capabilities into new technical areas.

2015 versus 2014

Overview

The following table presents selected financial data for the fiscal years ended December 31, 2015 and 2014 (in thousands, except percentages and per share data):

	2015	2014
Revenues	$ 6,718,726	$ 6,424,965
Revenues increase from prior year	4.6%	1.4%
Restructuring expenses	$ 824	$ 1,168
Impairment loss on identifiable intangible assets	$ —	$ 1,471
Gain on sale of building	$ —	$ 11,749
Operating income	$ 287,082	$ 289,878
Operating income as a percentage of revenues	4.3%	4.5%
Income from continuing operations	$ 172,567	$ 178,117
Net income attributable to EMCOR Group, Inc.	$ 172,286	$ 168,664
Diluted earnings per common share from continuing operations	$ 2.72	$ 2.59

The results of our operations for 2015 set new Company records in terms of revenues and diluted earnings per share from continuing operations. Our 2015 results included increased revenues from all of our reportable segments. In addition, excluding the impact of the $11.7 million gain on the sale of a building and the $1.5 million impairment loss on identifiable intangible assets in 2014, our operating income (operating income as a percentage of revenues) increased in 2015 compared to 2014. Our overall 2015 operating income and operating margin were favorably impacted by improved operating performance within: (a) our United States mechanical construction and facilities services segment, partially attributable to revenues of $12.1 million recognized as a result of the settlement of a claim on an institutional project located in the southeastern United States, and (b) our United States building services segment, as a result of increased profitability within this segment's mobile mechanical and commercial site-based services operations.

Our operating results for 2015 were negatively impacted by: (a) our United States electrical construction and facilities services segment, (b) our United States industrial services segment and (c) our United Kingdom building services segment. Decreases in both operating income and operating margin within our United States electrical construction and facilities services segment were partially attributable to approximately $10.1 million of losses incurred on several transportation projects. Decreases in both operating income and operating margin within our United States industrial services segment were primarily due to: (a) the negative impact of a nationwide strike by union employees of certain major oil refineries in the first half of 2015, which led to both deferrals and losses of certain turnaround projects that generate relatively high gross profit margins, and (b) a decrease in the billing rates and related gross profit margins within our industrial shop services operations due to competitive market conditions resulting from decreased demand for new heat exchangers as a result of volatility in crude oil prices that led to a curtailment in capital spending.

Two of the companies acquired in 2015, which are reported in our United States mechanical construction and facilities services segment, generated incremental revenues of $12.5 million and less than $0.1 million of operating income, net of $0.3 million of amortization expense associated with identifiable intangible assets. The results of operations for the third company acquired in 2015, which are reported in our United States building services segment, were de minimis.

Discussion and Analysis of Results of Operations

Revenues

As described in more detail below, revenues for 2015 were $6.7 billion compared to $6.4 billion for 2014. The increase in revenues for 2015 was primarily attributable to: (a) increased revenues from both of our domestic construction segments, (b) increased demand for our industrial field services within our United States industrial services segment and (c) increased revenues from our mobile mechanical services operations within our United States building services segment. Revenues increased within our United States industrial services segment despite a nationwide strike by union employees of certain major oil refineries that negatively impacted the first half of 2015.

The following table presents our revenues for each of our operating segments and the approximate percentages that each segment's revenues were of total revenues for the years ended December 31, 2015 and 2014 (in thousands, except for percentages):

	2015	% of Total	2014	% of Total
Revenues from unrelated entities:				
United States electrical construction and facilities services	$ 1,367,142	20%	$ 1,311,988	20%
United States mechanical construction and facilities services	2,312,763	34%	2,201,212	34%
United States building services	1,739,259	26%	1,721,341	27%
United States industrial services	922,085	14%	839,980	13%
Total United States operations	6,341,249	94%	6,074,521	95%
United Kingdom building services	377,477	6%	350,444	5%
Total worldwide operations	$ 6,718,726	100%	$ 6,424,965	100%

Revenues of our United States electrical construction and facilities services segment were $1,367.1 million for the year ended December 31, 2015 compared to revenues of $1,312.0 million for the year ended December 31, 2014. The increase in revenues was primarily attributable to an increase in revenues from commercial, healthcare and manufacturing construction projects, partially offset by a decrease in revenues from institutional construction projects.

Our United States mechanical construction and facilities services segment revenues for the year ended December 31, 2015 were $2,312.8 million, a $111.6 million increase compared to revenues of $2,201.2 million for the year ended December 31, 2014. The increase in revenues was primarily attributable to an increase in revenues from commercial and institutional construction projects, partially offset by a decline in revenues from manufacturing, water and wastewater and transportation construction projects. The results for the year ended December 31, 2015 included $12.5 million of revenues generated by companies acquired in 2015.

Revenues of our United States building services segment were $1,739.3 million and $1,721.3 million in 2015 and 2014, respectively. The increase in revenues was primarily attributable to increased revenues from: (a) our mobile mechanical services operations, in part due to significant activity in the California and New England regions and increased project and retrofit activities, and (b) our energy services operations. These increases were partially offset by decreased revenues from: (a) our government site-based services operations as a result of the completion in 2014 of two large long-term site-based joint venture projects not renewed pursuant to rebid, (b) our commercial site-based services operations as a result of: (i) a decline in add-on project activities, (ii) a decrease in revenues from its snow removal activities, as a result of less snowfall in geographical areas in which many of our contracts are based on a per snow event basis, and (iii) a decrease in revenues from supplier management contracts.

Revenues of our United States industrial services segment for the year ended December 31, 2015 increased by $82.1 million compared to the year ended December 31, 2014. The increase in revenues was primarily due to large capital and maintenance project activity within our industrial field services operations. Revenues increased within this segment despite a nationwide strike by union employees of certain major oil refineries that negatively impacted the first half of 2015.

Our United Kingdom building services segment revenues were $377.5 million in 2015 compared to $350.4 million in 2014. The increase in revenues was due to an increase in activity in the commercial market attributable to several new contract awards as well as increased work under existing contracts. The increase in revenues was partially offset by a decrease of $29.2 million relating to the effect of unfavorable exchange rates for the British pound versus the United States dollar.

Backlog

The following table presents our operating segment backlog from unrelated entities and their respective percentages of total backlog (in thousands, except for percentages):

	December 31, 2015	% of Total	December 31, 2014	% of Total
Backlog:				
United States electrical construction and facilities services	$ 1,145,791	30%	$ 1,176,372	32%
United States mechanical construction and facilities services	1,683,501	45%	1,473,018	41%
United States building services	762,196	20%	732,960	20%
United States industrial services	54,578	1%	101,154	3%
Total United States operations	3,646,066	97%	3,483,504	96%
United Kingdom building services	125,097	3%	150,084	4%
Total worldwide operations	$ 3,771,163	100%	$ 3,633,588	100%

Our backlog at December 31, 2015 was $3.77 billion compared to $3.63 billion at December 31, 2014. This increase in backlog was primarily attributable to an increase in backlog from our United States mechanical construction and facilities services segment and our United States building services segment, partially offset by lower backlog from our other reportable segments. Backlog increases with awards of new contracts and decreases as we perform work on existing contracts. Backlog is not a term recognized under United States generally accepted accounting principles; however, it is a common measurement used in our industry. We include a project within our backlog at such time as a contract is awarded and agreement on contract terms has been reached. Backlog includes unrecognized revenues to be realized from uncompleted construction contracts plus unrecognized revenues expected to be realized over the remaining term of services contracts. However, we do not include in backlog contracts for which we are paid on a time and material basis and a fixed amount cannot be determined, and if the remaining term of a services contract exceeds 12 months, the unrecognized revenues attributable to such contract included in backlog are limited to only the next 12 months of revenues provided for in the contract award. Our backlog also includes amounts related to services contracts for which a fixed price contract value is not assigned when a reasonable estimate of total revenues can be made from budgeted amounts agreed to with our customer. Our backlog is comprised of: (a) original contract amounts, (b) change orders for which we have received written confirmations from our customers, (c) pending change orders for which we expect to receive confirmations in the ordinary course of business and (d) claim amounts that we have made against customers for which we have determined we have a legal basis under existing contractual arrangements and as to which we consider recovery to be probable. Such claim amounts were immaterial for all periods presented. Our backlog does not include anticipated revenues from unconsolidated joint ventures or variable interest entities and anticipated revenues from pass-through costs on contracts for which we are acting in the capacity of an agent and which are reported on the net basis. We believe our backlog is firm, although many contracts are subject to cancellation at the election of our customers. Historically, cancellations have not had a material adverse effect on us.

Cost of sales and Gross profit

The following table presents cost of sales, gross profit (revenues less cost of sales), and gross profit margin (gross profit as a percentage of revenues) for the years ended December 31, 2015 and 2014 (in thousands, except for percentages):

	2015	2014
Cost of sales	$ 5,774,247	$ 5,517,719
Gross profit	$ 944,479	$ 907,246
Gross profit margin	14.1%	14.1%

Our gross profit for the year ended December 31, 2015 was $944.5 million, a $37.2 million increase compared to the gross profit of $907.2 million for the year ended December 31, 2014. Our gross profit margin was 14.1% for both 2015 and 2014. Favorable variances in both gross profit and gross profit margin within: (a) our United States mechanical construction and facilities services segment, which included revenues of $12.1 million recognized as a result of the settlement of a claim on an institutional project located in the southeastern United States, and (b) our United States building services segment were partially offset by decreases in gross profit and gross profit margin within our United Kingdom building services and our United States electrical construction and facilities services segment. Gross profit within our United States industrial services segment slightly increased; however, gross margin within this segment declined due to a decrease in the billing rates and related gross profit margins within our industrial shop services operations due to competitive market conditions resulting from decreased demand for new heat exchangers as a result of volatility in crude oil prices that led to a curtailment in capital spending.

Selling, general and administrative expenses

The following table presents selling, general and administrative expenses and SG&A margin (selling, general and administrative expenses as a percentage of revenues) for the years ended December 31, 2015 and 2014 (in thousands, except for percentages):

	2015	2014
Selling, general and administrative expenses	$ 656,573	$ 626,478
Selling, general and administrative expenses as a percentage of revenues	9.8%	9.8%

Our selling, general and administrative expenses for the year ended December 31, 2015 were $656.6 million, a $30.1 million increase compared to selling, general and administrative expenses of $626.5 million for the year ended December 31, 2014. Selling, general and administrative expenses as a percentage of revenues were 9.8% for both 2015 and 2014. The increase in selling, general and administrative expenses was due to higher employee related costs such as incentive compensation, salaries and medical insurance costs, as well as certain other costs including computer hardware and software expenses, partially offset by a decrease in legal costs. Increased incentive compensation was principally due to higher annual operating results within certain operations than in 2014, which resulted in increased accruals for their incentive compensation plans. The increase in salaries was attributable to an increase in headcount, commensurate with an increase in revenues, as well as cost of living adjustments and merit pay increases.

Restructuring expenses

Restructuring expenses were $0.8 million and $1.2 million for 2015 and 2014, respectively. The 2015 restructuring expenses included $0.9 million of employee severance obligations and the reversal of $0.1 million relating to the termination of leased facilities. The 2014 restructuring expenses included $0.6 million of employee severance obligations and $0.6 million relating to the termination of leased facilities. As of December 31, 2015 and 2014, the balance of restructuring related obligations yet to be paid was $0.1 million and $0.3 million, respectively. The majority of obligations outstanding as of December 31, 2014 was paid during 2015. The obligations outstanding as of December 31, 2015 will be paid during the first half of 2016.

Gain on sale of building

On July 22, 2014, we sold a building and land owned by one of our subsidiaries reported in the United States mechanical construction and facilities services segment. We recognized a gain of approximately $11.7 million on this transaction in the third quarter of 2014, which has been classified as a "Gain on sale of building" in the Consolidated Statements of Operations.

Impairment loss on goodwill and identifiable intangible assets

No impairment of our identifiable intangible assets was recognized for the year ended December 31, 2015. In conjunction with our 2014 annual impairment test on October 1, we recognized a $1.5 million non-cash impairment charge related to subsidiary trade names within the United States mechanical construction and facilities services segment and the United States building services segment. The 2014 impairment primarily resulted from lower forecasted revenues from two companies within these segments. Additionally, no impairment of our goodwill was recognized for the years ended December 31, 2015 and 2014.

Operating income (loss)

The following table presents by segment our operating income (loss) and each segment's operating income (loss) as a percentage of such segment's revenues from unrelated entities for the years ended December 31, 2015 and 2014 (in thousands, except for percentages):

	2015	% of Segment Revenues	2014	% of Segment Revenues
Operating income (loss):				
United States electrical construction and facilities services	$ 82,225	6.0%	$ 90,873	6.9%
United States mechanical construction and facilities services	138,688	6.0%	114,418	5.2%
United States building services	70,532	4.1%	65,885	3.8%
United States industrial services	56,469	6.1%	63,159	7.5%
Total United States operations	347,914	5.5%	334,335	5.5%
United Kingdom building services	11,634	3.1%	15,011	4.3%
Corporate administration	(71,642)	—	(68,578)	—
Restructuring expenses	(824)	—	(1,168)	—
Impairment loss on identifiable intangible assets	—	—	(1,471)	—
Gain on sale of building	—	—	11,749	—
Total worldwide operations	287,082	4.3%	289,878	4.5%
Other corporate items:				
Interest expense	(8,932)		(9,075)	
Interest income	673		842	
Income from continuing operations before income taxes	$ 278,823		$ 281,645	

As described in more detail below, we had operating income of $287.1 million for 2015 compared to operating income of $289.9 million for 2014. Operating margin was 4.3% and 4.5% for 2015 and 2014, respectively. Included within operating income for 2014 was an $11.7 million gain on the sale of a building, resulting in a 0.2% impact on our consolidated operating margin for 2014.

Operating income of our United States electrical construction and facilities services segment for the year ended December 31, 2015 was $82.2 million compared to operating income of $90.9 million for the year ended December 31, 2014. The decrease in operating income for the year ended December 31, 2015 was due to a decrease in gross profit from transportation, institutional and manufacturing construction projects and an increase in selling, general and administrative expenses due to higher employee related costs such as incentive compensation and salaries. The decrease in gross profit from transportation construction projects included approximately $10.1 million of losses incurred on several projects due to productivity issues and delays. The increase in incentive compensation was principally due to higher annual operating results within certain operations than in 2014, which resulted in increased accruals for certain of our incentive compensation plans. The decrease in operating income was partially offset by an increase in gross profit from: (a) commercial construction projects, partially due to profits recognized on contracts in the Mid-Atlantic region and (b) healthcare construction projects. The decrease in operating margin for the year ended December 31, 2015 was attributable to a decrease in gross profit margin, partially as a result of losses recorded on transportation projects, as well as an increase in the ratio of selling, general and administrative expenses to revenues resulting from an increase in incentive compensation due to higher annual operating results within certain operations than in 2014.

Our United States mechanical construction and facilities services segment operating income for the year ended December 31, 2015 was $138.7 million, a $24.3 million increase compared to operating income of $114.4 million for the year ended December 31, 2014. Operating income was favorably impacted by an increase in gross profit from institutional, commercial and manufacturing construction projects, partially offset by an increase in selling, general and administrative expenses. The results for 2015 included revenues of $12.1 million recognized as a result of the settlement of a claim on an institutional project located in the southeastern United States. The results for 2014 included the receipt of $3.0 million from former shareholders of a company we had acquired as a result of the settlement of a claim by us under the acquisition agreement; this payment has been recorded as a reduction of "Cost of sales" in the Consolidated Statements of Operations. The increase in selling, general and administrative expenses was primarily the result of an increase in incentive compensation due to higher annual operating results than in 2014, which resulted in increased accruals for certain of our incentive compensation plans. Companies acquired in 2015 generated operating income of less than $0.1 million, net of amortization expense of $0.3 million attributable to identifiable intangible assets. The increase in operating margin for the year ended December 31, 2015 was attributable to an increase in gross profit margin.

Operating income of our United States building services segment was $70.5 million and $65.9 million in 2015 and 2014, respectively. The increase in operating income was primarily attributable to improved performance from: (a) our mobile mechanical services operations, partially due to increased profitability in projects, retrofits, repair services work and service contracts, and (b) our commercial site-based services operations, partially due to a reduction in legal costs. These increases were partially offset by a decrease in operating income from: (a) our energy services operations as, in 2014, we benefited from the successful completion of a large project and (b) our government site-based services operations as a result of the completion in 2014 of two large long-term site-based joint venture projects not renewed pursuant to rebid. The results for the year ended December 31, 2015 included income of approximately $2.7 million, net of associated legal costs, upon the favorable settlement of a claim by us against the former owner of a company we had previously acquired within our commercial site-based services operations. The increase in operating margin for the year ended December 31, 2015 was attributable to an increase in gross profit margin.

Operating income of our United States industrial services segment for the year ended December 31, 2015 decreased by $6.7 million compared to operating income for the year ended December 31, 2014. The decrease in operating income was primarily attributable to: (a) a decrease in gross profit from our industrial shop services operations due to: (i) a decrease in the billing rates and related gross profit margins due to competitive market conditions resulting from decreased demand for new heat exchangers as a result of volatility in crude oil prices that led to a curtailment in capital spending and (ii) the mix of work, which included fewer repair projects than in 2014, that generate relatively high gross profit margins, (b) the negative impact of a nationwide strike by union employees of certain major oil refineries in the first half of 2015, which led to both deferrals and losses of certain turnaround projects that generate relatively high gross profit margins, and (c) an increase in selling, general and administrative expenses due to higher employee related costs such as salaries and employee benefits, partially as a result of increased headcount. The decrease in operating income was partially offset by large capital and maintenance project activity within our industrial field services operations. The decrease in operating margin for the year ended December 31, 2015 was attributable to a decrease in gross profit margin.

Our United Kingdom building services segment's operating income for the year ended December 31, 2015 was $11.6 million compared to operating income of $15.0 million for the year ended December 31, 2014. The decrease in operating income and operating margin was primarily attributable to the impact of $4.8 million of income recognized in the second quarter of 2014 as a result of a reduction in the estimate of certain accrued contract costs that were no longer expected to be incurred. The overall decrease in gross profit in this segment was partially offset by an increase in gross profit from both new contract awards and increased project activity within the commercial market. This segment recorded a decrease in operating income of $0.9 million relating to the effect of unfavorable exchange rates for the British pound versus the United States dollar.

Our corporate administration operating loss was $71.6 million for 2015 compared to $68.6 million in 2014. The increase in expenses for the year ended December 31, 2015 was primarily due to an increase in certain employment costs, such as incentive compensation and salaries, as well as certain other expenses including legal costs. The increase in incentive compensation was partially due to higher awards earned than in 2014, which resulted in increased accruals for certain of our incentive compensation plans.

Non-operating items

Interest expense was $8.9 million and $9.1 million for 2015 and 2014, respectively. The decrease in interest expense for 2015 compared to 2014 was primarily due to lower borrowings outstanding.

Interest income was $0.7 million and $0.8 million for 2015 and 2014, respectively. The decrease in interest income was primarily related to lower invested cash balances.

For joint ventures that have been accounted for using the consolidation method of accounting, noncontrolling interest represents the allocation of earnings to our joint venture partners who either have a minority-ownership interest in the joint venture or are not at risk for the majority of losses of the joint venture.

Our 2015 income tax provision from continuing operations was $106.3 million compared to $103.5 million for 2014. The actual income tax rates on income from continuing operations before income taxes, less amounts attributable to noncontrolling interests, for the years ended December 31, 2015 and 2014, were 38.1% and 37.4%, respectively. The increase in the 2015 income tax provision compared to 2014 was predominantly due to certain increases in the state tax provision attributable to the mix of earnings and the effect of a change in the United Kingdom statutory tax rate on deferred tax assets.

Discontinued operations

Due to a historical pattern of losses in the construction operations of our United Kingdom segment and our negative assessment of construction market conditions in the United Kingdom for the foreseeable future, we announced during the quarter ended June 30, 2013 our decision to withdraw from the construction market in the United Kingdom. During the third quarter of 2014, we ceased construction operations in the United Kingdom. The results of the construction operations of our United Kingdom segment for all periods are presented in our Consolidated Financial Statements as discontinued operations.

2014 versus 2013

Overview

The following table presents selected financial data for the fiscal years ended December 31, 2014 and 2013 (in thousands, except percentages and per share data):

	2014	2013
Revenues	$ 6,424,965	$ 6,333,527
Revenues increase from prior year	1.4%	2.2%
Restructuring expenses	$ 1,168	$ 647
Impairment loss on identifiable intangible assets	$ 1,471	$ —
Gain on sale of building	$ 11,749	$ —
Operating income	$ 289,878	$ 240,350
Operating income as a percentage of revenues	4.5%	3.8%
Income from continuing operations	$ 178,117	$ 150,423
Net income attributable to EMCOR Group, Inc.	$ 168,664	$ 123,792
Diluted earnings per common share from continuing operations	$ 2.59	$ 2.16

Overall revenues, operating income and operating margin (operating income as a percentage of revenues) increased in 2014 compared to 2013. The increase in revenues is primarily attributable to higher revenues from our United States industrial services segment and our United Kingdom building services segment, partially offset by a decline in revenues from our (a) United States mechanical construction and facilities services segment, (b) United States building services segment and (c) United States electrical construction and facilities services segment. Companies acquired in 2013, which are reported in our United States industrial segment and our United States mechanical construction and facilities services segment, generated incremental revenues of $231.2 million in 2014. This amount reflects acquired companies' revenues in 2014 only for the time period these entities were not owned by EMCOR in the comparable 2013 period.

The increases in operating income were primarily attributable to improved operating performance within all of our reportable segments, except for our United States electrical construction and facilities services segment and our United States building services segment. Operating income margins increased within all of our reportable segments, except for our United States electrical construction and facilities services segment and our United States industrial services segment. In addition, our operating income and operating margin were favorably impacted by an $11.7 million gain on the sale of a building. Companies acquired in 2013, which are reported in our United States industrial segment and our United States mechanical construction and facilities services segment, contributed $9.3 million to operating income, net of $8.2 million of amortization expense associated with identifiable intangible assets. These amounts reflect acquired companies' operating results in 2014 only for the time period these entities were not owned by EMCOR in the comparable 2013 period.

Discussion and Analysis of Results of Operations

Revenues

As described in more detail below, revenues for 2014 were $6.4 billion compared to $6.3 billion for 2013. The increase in revenues for 2014 was primarily attributable to revenues of $231.2 million attributable to companies acquired in 2013 (which reflects acquired companies' revenues in 2014 only for the time period these entities were not owned by EMCOR in the comparable 2013 period) and higher revenues from our United States industrial services segment and our United Kingdom building services segment. This increase was partially offset by lower revenues from our other reportable segments.

The following table presents our revenues for each of our operating segments and the approximate percentages that each segment's revenues were of total revenues for the years ended December 31, 2014 and 2013 (in thousands, except for percentages):

	2014	% of Total	2013	% of Total
Revenues from unrelated entities:				
United States electrical construction and facilities services	$ 1,311,988	20%	$ 1,345,750	21%
United States mechanical construction and facilities services	2,201,212	34%	2,329,834	37%
United States building services	1,721,341	27%	1,794,978	28%
United States industrial services	839,980	13%	519,413	8%
Total United States operations	6,074,521	95%	5,989,975	95%
United Kingdom building services	350,444	5%	343,552	5%
Total worldwide operations	$ 6,424,965	100%	$ 6,333,527	100%

Revenues of our United States electrical construction and facilities services segment were $1,312.0 million for the year ended December 31, 2014 compared to revenues of $1,345.8 million for the year ended December 31, 2013. The decrease in revenues was primarily attributable to a decrease in revenues from institutional and manufacturing construction projects, primarily in the southern California and Washington D.C. markets, as well as a decrease in revenues from water and wastewater construction projects. These decreases were partially offset by higher levels of work from transportation, commercial and healthcare projects.

Our United States mechanical construction and facilities services segment revenues for the year ended December 31, 2014 were $2,201.2 million, a $128.6 million decrease compared to revenues of $2,329.8 million for the year ended December 31, 2013. This decrease in revenues was primarily attributable to a decline in revenues from manufacturing construction projects, partially as the result of the completion in 2013 of several large projects within this market sector, which were not replaced. This decrease was partially offset by: (a) an increase in revenues from commercial, hospitality and institutional construction projects and (b) incremental revenues of $19.2 million generated by companies acquired in 2013. This amount reflects acquired companies' revenues in 2014 only for the time period these entities were not owned by EMCOR in the comparable 2013 period.

Revenues of our United States building services segment were $1,721.3 million and $1,795.0 million in 2014 and 2013, respectively. This decrease in revenues was primarily attributable to decreased revenues from: (a) our commercial site-based services operations, as a result of a decline in revenues from supplier management contracts, including a large contract that was terminated by agreement of both parties, (b) our energy services operations, due to a reduction in large project work, and (c) our government site-based services operations, as a result of the completion of a large long-term site-based joint venture project located in the Pacific Northwest not renewed pursuant to rebid. These decreases were partially offset by an increase in revenues from our mobile mechanical service operations, primarily within the California and New England markets.

Revenues of our United States industrial services segment for the year ended December 31, 2014 increased by $320.6 million compared to the year ended December 31, 2013. For the seven months ended July 31, 2014, RSI generated incremental revenues of $212.0 million. This amount reflects RSI's revenues in 2014 only for the time period RSI was not owned by EMCOR in the comparable 2013 period. The increase in revenues was also attributable to an increased demand for our industrial field services operations, partially offset by a decrease in revenues from our industrial shop services operations.

Our United Kingdom building services segment revenues were $350.4 million in 2014 compared to $343.6 million in 2013. This increase in revenues was due to an increase of $16.9 million relating to the effect of favorable exchange rates for the British pound versus the United States dollar and increased activity within the commercial and healthcare markets, partially offset by decreased activity within the transportation and institutional markets.

Backlog

The following table presents our operating segment backlog from unrelated entities and their respective percentages of total backlog (in thousands, except for percentages):

	December 31, 2014	% of Total	December 31, 2013	% of Total
Backlog:				
United States electrical construction and facilities services	$ 1,176,372	32%	$ 993,919	30%
United States mechanical construction and facilities services	1,473,018	41%	1,325,941	40%
United States building services	732,960	20%	761,855	23%
United States industrial services	101,154	3%	94,187	3%
Total United States operations	3,483,504	96%	3,175,902	95%
United Kingdom building services	150,084	4%	167,804	5%
Total worldwide operations	$ 3,633,588	100%	$ 3,343,706	100%

Our backlog at December 31, 2014 was $3.63 billion compared to $3.34 billion at December 31, 2013. This increase in backlog was primarily attributable to an increase in contracts awarded for work in our: (a) United States electrical construction and facilities services segment and (b) United States mechanical construction and facilities services segment. Backlog increases with awards of new contracts and decreases as we perform work on existing contracts.

Cost of sales and Gross profit

The following table presents cost of sales, gross profit (revenues less cost of sales), and gross profit margin (gross profit as a percentage of revenues) for the years ended December 31, 2014 and 2013 (in thousands, except for percentages):

	2014	2013
Cost of sales	$ 5,517,719	$ 5,511,881
Gross profit	$ 907,246	$ 821,646
Gross profit margin	14.1%	13.0%

Our gross profit for the year ended December 31, 2014 was $907.2 million, an $85.6 million increase compared to the gross profit of $821.6 million for the year ended December 31, 2013. The increase in gross profit was primarily attributable to improved profitability within all of our reportable segments, except for our United States electrical construction and facilities services segment. Gross profit in 2013 within our United States mechanical construction and facilities services segment was negatively impacted by aggregate losses of approximately $24.5 million from one of our subsidiaries at two projects located in the southeastern United States. Companies acquired in 2013 included in our United States industrial services segment and our United States mechanical construction and facilities services segment contributed an aggregate of $35.9 million to gross profit in 2014. This amount reflects acquired companies' gross profit in 2014 only for the time period these entities were not owned by EMCOR in the comparable 2013 period.

Our gross profit margin was 14.1% and 13.0% for 2014 and 2013, respectively. Gross profit margin for 2014 increased within most of our reportable segments. Our consolidated gross profit margin benefited from an increase in revenues from our United States industrial services segment, which historically generates higher gross profit margins than our other reportable segments. Gross profit margin for 2013 was adversely impacted by the two significant project write-downs reported in our United States mechanical construction and facilities services segment, resulting in a 0.4% impact on consolidated gross profit margin.

Selling, general and administrative expenses

The following table presents selling, general and administrative expenses, and selling, general and administrative expenses as a percentage of revenues, for the years ended December 31, 2014 and 2013 (in thousands, except for percentages):

	2014	2013
Selling, general and administrative expenses	$ 626,478	$ 580,649
Selling, general and administrative expenses as a percentage of revenues	9.8%	9.2%

Our selling, general and administrative expenses for the year ended December 31, 2014 were $626.5 million, a $45.8 million increase compared to selling, general and administrative expenses of $580.6 million for the year ended December 31, 2013. Selling, general and administrative expenses as a percentage of revenues were 9.8% and 9.2% for the years ended December 31, 2014 and 2013, respectively. This increase in selling, general and administrative expenses primarily resulted from: (a) $26.6 million of

expenses directly related to companies acquired in 2013, including amortization expense of $8.2 million attributable to identifiable intangible assets (which reflect acquired companies' expenses in 2014 only for the time period these entities were not owned by EMCOR in the comparable 2013 period), (b) higher employee related costs such as incentive compensation and employee benefits and (c) higher legal costs, including the unfavorable settlement of a legal matter. In addition, our selling, general and administrative expenses as a percentage of revenues increased due to higher revenues from our United States industrial services segment, which has a higher fixed cost structure than our other reportable segments. Selling, general and administrative expenses for the year ended December 31, 2013 included $6.1 million of transaction costs associated with the acquisition of RSI. Selling, general and administrative expenses for the year ended December 31, 2013 were reduced by $6.8 million of income attributable to the reversal of contingent consideration accruals relating to acquisitions made prior to 2013.

Restructuring expenses

Restructuring expenses were $1.2 million and $0.6 million for 2014 and 2013, respectively. The 2014 restructuring expenses included $0.6 million of employee severance obligations and $0.6 million relating to the termination of leased facilities. The 2013 restructuring expenses included $0.5 million of employee severance obligations and $0.1 million relating to the termination of leased facilities. As of December 31, 2014 and 2013, the balance of restructuring related obligations yet to be paid was $0.3 million and $0.2 million, respectively. The majority of obligations outstanding as of December 31, 2014 and December 31, 2013 were paid during 2015 and 2014, respectively.

Gain on sale of building

On July 22, 2014, we sold a building and land owned by one of our subsidiaries reported in the United States mechanical construction and facilities services segment. We recognized a gain of approximately $11.7 million on this transaction in the third quarter of 2014, which has been classified as a "Gain on sale of building" in the Consolidated Statements of Operations.

Impairment loss on goodwill and identifiable intangible assets

In conjunction with our 2014 annual impairment test on October 1, we recognized a $1.5 million non-cash impairment charge related to subsidiary trade names within the United States mechanical construction and facilities services segment and the United States building services segment. The 2014 impairment primarily resulted from lower forecasted revenues from two companies within these segments. No impairment of our identifiable intangible assets was recognized for the year ended December 31, 2013. Additionally, no impairment of our goodwill was recognized for the years ended December 31, 2014 and 2013.

Operating income (loss)

The following table presents by segment our operating income (loss) and each segment's operating income (loss) as a percentage of such segment's revenues from unrelated entities for the years ended December 31, 2014 and 2013 (in thousands, except for percentages):

	2014	% of Segment Revenues	2013	% of Segment Revenues
Operating income (loss):				
United States electrical construction and facilities services	$ 90,873	6.9%	$ 98,114	7.3%
United States mechanical construction and facilities services	114,418	5.2%	93,765	4.0%
United States building services	65,885	3.8%	67,225	3.7%
United States industrial services	63,159	7.5%	38,763	7.5%
Total United States operations	334,335	5.5%	297,867	5.0%
United Kingdom building services	15,011	4.3%	13,021	3.8%
Corporate administration	(68,578)	—	(69,891)	—
Restructuring expenses	(1,168)	—	(647)	—
Impairment loss on identifiable intangible assets	(1,471)	—	—	—
Gain on sale of building	11,749	—	—	—
Total worldwide operations	289,878	4.5%	240,350	3.8%
Other corporate items:				
Interest expense	(9,075)		(8,769)	
Interest income	842		1,128	
Income from continuing operations before income taxes	$ 281,645		$ 232,709	

As described in more detail below, we had operating income of $289.9 million for 2014 compared to operating income of $240.4 million for 2013. Operating margin was 4.5% and 3.8% for 2014 and 2013, respectively. Included within operating income for 2014 was an $11.7 million gain on the sale of a building, resulting in a 0.2% impact on our consolidated operating margin for 2014. Operating income for 2013 was negatively impacted by aggregate losses of approximately $24.5 million from one of our subsidiaries at two projects located in the southeastern United States, resulting in a 0.4% impact on our consolidated operating margin for 2013.

Operating income of our United States electrical construction and facilities services segment for the year ended December 31, 2014 was $90.9 million compared to operating income of $98.1 million for the year ended December 31, 2013. The decrease in operating income for the year ended December 31, 2014 was primarily the result of a decrease in gross profit attributable to institutional, transportation, manufacturing and water and wastewater construction projects, as well as an increase in selling, general and administrative expenses, mainly attributable to employment costs. This segment was also negatively impacted by project losses incurred from one of our subsidiaries whose operations we are in the process of closing. The decrease in operating margin for the year ended December 31, 2014 was primarily the result of an increase in the ratio of selling, general and administrative expenses to revenues.

Our United States mechanical construction and facilities services segment operating income for the year ended December 31, 2014 was $114.4 million, a $20.7 million increase compared to operating income of $93.8 million for the year ended December 31, 2013. Operating income was favorably impacted by an increase in gross profit from institutional, commercial, healthcare and hospitality construction projects, partially offset by a decrease in gross profit from manufacturing and transportation construction projects. The results for 2014 included the receipt of $3.0 million from former shareholders of a company we had acquired as a result of the settlement of a claim by us under the acquisition agreement; this payment has been recorded as a reduction of "Cost of sales" in the Consolidated Statements of Operations. The results for 2013 included aggregate losses of approximately $24.5 million from one of our subsidiaries at two projects located in the southeastern United States, resulting in a 1.1% impact on this segment's operating margin, partially offset by $6.7 million of income attributable to the reversal of contingent consideration accruals related to acquisitions made prior to 2013. Companies acquired in 2013 generated operating income of $0.9 million, net of amortization expense of $0.2 million attributable to identifiable intangible assets, for the year ended December 31, 2014. These amounts reflect acquired companies' operating results in 2014 only for the time period these entities were not owned by EMCOR in the comparable 2013 period. The increase in operating margin for the year ended December 31, 2014 was attributable to an increase in gross profit margin.

Operating income of our United States building services segment was $65.9 million and $67.2 million in 2014 and 2013, respectively. The decrease in operating income was primarily attributable to a decrease in operating income from this segment's: (a) commercial site-based services operations, due to: (i) decreased volume from supplier management contracts and (ii) higher legal costs, including the unfavorable settlement of a legal matter, and (b) energy services operations, due to a reduction of large project work. These decreases were partially offset by an increase in gross profit from this segment's: (a) mobile mechanical services operations, partially due to increased profitability in projects, retrofits and repair services work and (b) government site-based services operations, partially due to the successful close-out of two large long-term joint venture projects and reduced selling, general and administrative expenses. The increase in operating margin for the year ended December 31, 2014 was attributable to an increase in gross profit margin.

Operating income of our United States industrial services segment for the year ended December 31, 2014 increased by $24.4 million compared to operating income for the year ended December 31, 2013. For the seven months ended July 31, 2014, RSI contributed $8.4 million of operating income, net of $8.0 million of amortization expense attributable to identifiable intangible assets. These amounts reflect RSI's operating results in 2014 only for the time period RSI was not owned by EMCOR in the comparable 2013 period. Operating income also benefited from an increase in demand for this segment's industrial field services. The increase in operating income was partially offset by a reduction in operating income from our industrial shop services operations, which had benefited from exceptionally strong demand during the first quarter of 2013.

Our United Kingdom building services segment's operating income for the year ended December 31, 2014 was $15.0 million compared to operating income of $13.0 million for the year ended December 31, 2013. This segment recognized income of $4.8 million during the second quarter of 2014, which has been recorded as a reduction of "Cost of sales" in the Consolidated Statements of Operations, as a result of a reduction in the estimate of certain accrued contract costs that were no longer expected to be incurred, which was partially offset by a decrease in income from the commercial and transportation markets. The increase in operating margin for the year ended December 31, 2014 was attributable to an increase in gross profit margin and a decrease in the ratio of selling, general and administrative expenses to revenues.

Our corporate administration operating loss was $68.6 million for 2014 compared to $69.9 million in 2013. Our corporate administration operating loss for 2013 included $6.1 million of transaction costs associated with the acquisition of RSI. The benefit of the absence of these transaction costs for 2014 was partially offset by an increase in certain employment costs, such as incentive

compensation and employee benefits. Also, our corporate administration operating loss for 2013 was reduced by the receipt of an insurance recovery of approximately $2.6 million that was received in January 2013 associated with a previously disposed of operation, which is classified as a component of "Cost of sales" in the Consolidated Statements of Operations.

Non-operating items

Interest expense was $9.1 million and $8.8 million for 2014 and 2013, respectively. The $0.3 million increase in interest expense for 2014 compared to 2013 was primarily due to increased borrowings associated with the term loan executed in November 2013.

Interest income was $0.8 million and $1.1 million for 2014 and 2013, respectively. The decrease in interest income was primarily related to lower invested cash balances.

For joint ventures that have been accounted for using the consolidation method of accounting, noncontrolling interest represents the allocation of earnings to our joint venture partners who either have a minority-ownership interest in the joint venture or are not at risk for the majority of losses of the joint venture.

Our 2014 income tax provision from continuing operations was $103.5 million compared to $82.3 million for 2013. The actual income tax rates on income from continuing operations before income taxes, less amounts attributable to noncontrolling interests, for the years ended December 31, 2014 and 2013, were 37.4% and 35.9%, respectively. The increase in the 2014 income tax provision compared to 2013 was primarily due to the effect of increased income before income taxes and the 2013 reversal of previously unrecognized income tax benefits.

Discontinued operations

Due to a historical pattern of losses in the construction operations of our United Kingdom segment and our negative assessment of construction market conditions in the United Kingdom for the foreseeable future, we announced during the quarter ended June 30, 2013 our decision to withdraw from the construction market in the United Kingdom. During the third quarter of 2014, we ceased construction operations in the United Kingdom. The results of the construction operations of our United Kingdom segment for all periods are presented in our Consolidated Financial Statements as discontinued operations.

Liquidity and Capital Resources

The following table presents net cash provided by (used in) operating activities, investing activities and financing activities for the years ended December 31, 2015, 2014 and 2013 (in thousands):

	2015	2014	2013
Net cash provided by operating activities	$ 266,666	$ 246,657	$ 150,069
Net cash used in investing activities	$ (59,808)	$ (21,668)	$ (483,422)
Net cash (used in) provided by financing activities	$ (149,473)	$ (229,950)	$ 167,031
Effect of exchange rate changes on cash and cash equivalents	$ (2,610)	$ (2,796)	$ 832

Our consolidated cash balance increased by approximately $54.8 million from $432.1 million at December 31, 2014 to $486.8 million at December 31, 2015. Net cash provided by operating activities for 2015 was $266.7 million compared to $246.7 million of net cash provided by operating activities for 2014. The increase in cash provided by operating activities was primarily due to: (a) a $70.7 million increase in net over-billings related to the timing of customer billings and payments, (b) a $50.6 million increase in accounts payable and (c) a $40.5 million increase in other working capital changes, partially offset by a $142.7 million increase in accounts receivable. Net cash used in investing activities was $59.8 million for 2015 compared to net cash used in investing activities of $21.7 million for 2014. The increase in cash used in investing activities was primarily due to payments to acquire businesses in 2015. Net cash used in financing activities for 2015 decreased by approximately $80.5 million compared to 2014. The decrease in net cash used in financing activities was primarily due to a decrease in funds used for the repurchase of common stock. Cash flows from discontinued operations were immaterial and are not expected to significantly affect future liquidity.

Our consolidated cash balance decreased by approximately $7.8 million from $439.8 million at December 31, 2013 to $432.1 million at December 31, 2014. Net cash provided by operating activities for 2014 was $246.7 million compared to $150.1 million of net cash provided by operating activities for 2013. The increase in cash provided by operating activities was primarily due to: (a) a $46.1 million increase in net income, (b) a $30.6 million decrease in accounts receivable and (c) a $16.0 million reduction in income taxes paid, partially offset by a $12.2 million decrease in accounts payable. Net cash used in investing activities was $21.7 million for 2014 compared to net cash used in investing activities of $483.4 million for 2013. The decrease in cash used in investing activities was primarily due to the lack of acquisitions in 2014. Net cash used in financing activities for 2014 increased by approximately $397.0 million compared to 2013. The increase in net cash used in financing activities was primarily due to an

increase in funds used for the repurchase of common stock of $175.9 million, the repayment of long-term debt, and the payment of regular quarterly dividends to stockholders, partially offset by an increase in proceeds from the exercise of stock options.

The following is a summary of material contractual obligations and other commercial commitments (in millions):

	Payments Due by Period				
Contractual Obligations	Total	Less than 1 year	1-3 years	3-5 years	After 5 years
Term Loan (including interest currently at 1.67%) (1)	$ 329.4	$ 22.7	$ 306.7	$ —	$ —
Capital lease obligations	4.1	1.5	1.5	1.1	—
Operating leases	239.6	58.9	84.3	50.1	46.3
Open purchase obligations (2)	1,021.2	802.4	199.7	19.1	—
Other long-term obligations, including current portion (3)	363.6	41.5	310.8	11.3	—
Liabilities related to uncertain income tax positions	5.2	4.5	—	—	0.7
Total Contractual Obligations	$ 1,963.1	$ 931.5	$ 903.0	$ 81.6	$ 47.0

	Amount of Commitment Expirations by Period				
Other Commercial Commitments	Total Amounts Committed	Less than 1 year	1-3 years	3-5 years	After 5 years
Letters of credit	$ 99.2	$ 99.2	$ —	$ —	$ —

(1) On November 25, 2013, we entered into a a $750.0 million revolving credit facility (the "2013 Revolving Credit Facility") and a $350.0 million term loan (the "Term Loan"), (collectively referred to as the "2013 Credit Agreement"). The proceeds of the Term Loan were used to repay amounts drawn under our previous credit agreement. As of December 31, 2015, the amount outstanding under the Term Loan was $315.0 million.

(2) Represents open purchase orders for material and subcontracting costs related to construction and service contracts. These purchase orders are not reflected in our consolidated balance sheets and should not impact future cash flows, as amounts should be recovered through customer billings.

(3) Represents primarily insurance related liabilities and liabilities for deferred income taxes, incentive compensation and deferred compensation, classified as other long-term liabilities in the consolidated balance sheets. Cash payments for insurance and deferred compensation related liabilities may be payable beyond three years, but it is not practical to estimate these payments; therefore, these liabilities are reflected in the 1-3 years payment period. We provide funding to our post retirement plans based on at least the minimum funding required by applicable regulations. In determining the minimum required funding, we utilize current actuarial assumptions and exchange rates to forecast estimates of amounts that may be payable for up to five years in the future. In our judgment, minimum funding estimates beyond a five year time horizon cannot be reliably estimated, and therefore, have not been included in the table.

Until November 25, 2013, we had a revolving credit agreement (the "2011 Credit Agreement") as amended, which provided for a revolving credit facility of $750.0 million. The 2011 Credit Agreement was effective November 21, 2011. Effective November 25, 2013, we amended and restated the 2011 Credit Agreement to provide for a $750.0 million revolving credit facility (the "2013 Revolving Credit Facility") and a $350.0 million term loan (the "Term Loan") (collectively referred to as the "2013 Credit Agreement) expiring November 25, 2018. The proceeds of the Term Loan were used to repay amounts drawn under the 2011 Credit Agreement. We may increase the 2013 Revolving Credit Facility to $1.05 billion if additional lenders are identified and/or existing lenders are willing to increase their current commitments. We may allocate up to $250.0 million of available capacity under the 2013 Revolving Credit Facility to letters of credit for our account or for the account of our subsidiaries. The 2013 Revolving Credit Agreement is guaranteed by most of our direct and indirect subsidiaries and is secured by substantially all of our assets and most of the assets of most of our subsidiaries. The 2013 Revolving Credit Facility and the Term Loan contain various covenants providing for, among other things, maintenance of certain financial ratios and certain limitations on payment of dividends, common stock repurchases, investments, acquisitions, indebtedness and capital expenditures. We were in compliance with all such covenants as of December 31, 2015 and December 31, 2014. A commitment fee is payable on the average daily unused amount under the 2013 Revolving Credit Facility, which ranges from 0.20% to 0.30%, based on certain financial tests. The fee was 0.20% of the unused amount as of December 31, 2015. Borrowings under the 2013 Revolving Credit Facility and the

Term Loan bear interest at (1) a rate which is the prime commercial lending rate announced by Bank of Montreal from time to time (3.50% at December 31, 2015) plus 0.25% to 0.75%, based on certain financial tests or (2) United States dollar LIBOR (0.42% at December 31, 2015) plus 1.25% to 1.75%, based on certain financial tests. The interest rate in effect at December 31, 2015 was 1.67%. Fees for letters of credit issued under the 2013 Revolving Credit Facility range from 1.25% to 1.75% of the respective face amounts of outstanding letters of credit and are charged based on certain financial tests. We capitalized approximately $3.0 million of debt issuance costs associated with the 2013 Credit Agreement. This amount is being amortized over the life of the agreement and is included as part of interest expense. We are required to make principal payments on the Term Loan in installments on the last day of March, June, September and December of each year, commencing with the calendar quarter ended March 31, 2014, in the amount of $4.4 million, with a final payment of all unpaid principal and interest due and payable on November 25, 2018. As of December 31, 2015 and December 31, 2014, the balance on the Term Loan was $315.0 million and $332.5 million, respectively. As of December 31, 2015 and December 31, 2014, we had approximately $99.0 million and $95.5 million of letters of credit outstanding, respectively. There were no borrowings outstanding under the 2013 Revolving Credit Facility as of December 31, 2015 and December 31, 2014.

The terms of our construction contracts frequently require that we obtain from surety companies ("Surety Companies") and provide to our customers payment and performance bonds ("Surety Bonds") as a condition to the award of such contracts. The Surety Bonds secure our payment and performance obligations under such contracts, and we have agreed to indemnify the Surety Companies for amounts, if any, paid by them in respect of Surety Bonds issued on our behalf. In addition, at the request of labor unions representing certain of our employees, Surety Bonds are sometimes provided to secure obligations for wages and benefits payable to or for such employees. Public sector contracts require Surety Bonds more frequently than private sector contracts, and accordingly, our bonding requirements typically increase as the amount of public sector work increases. As of December 31, 2015, based on our percentage-of-completion of our projects covered by Surety Bonds, our aggregate estimated exposure, assuming defaults on all our then existing contractual obligations, was approximately $1.2 billion, which represents approximately 32% of our total backlog. The Surety Bonds are issued by Surety Companies in return for premiums, which vary depending on the size and type of bond.

From time to time, we discuss with our current and other Surety Bond providers the amounts of Surety Bonds that may be available to us based on our financial strength and the absence of any default by us on any Surety Bond issued on our behalf and believe those amounts are currently adequate for our needs. However, if we experience changes in our bonding relationships or if there are adverse changes in the surety industry, we may seek to satisfy certain customer requests for Surety Bonds by posting other forms of collateral in lieu of Surety Bonds such as letters of credit, parent company guarantees or cash, seeking to convince customers to forego the requirement for Surety Bonds, by increasing our activities in our business segments that rarely require Surety Bonds such as our building and industrial services segments, and/or by refraining from bidding for certain projects that require Surety Bonds. There can be no assurance that we would be able to effectuate alternatives to providing Surety Bonds to our customers or to obtain, on favorable terms, sufficient additional work that does not require Surety Bonds. Accordingly, if we were to experience a reduction in the availability of Surety Bonds, we could experience a material adverse effect on our financial position, results of operations and/or cash flows.

In the ordinary course of business, we, at times, guarantee obligations of our subsidiaries under certain contracts. Generally, we are liable under such an arrangement only if our subsidiary fails to perform its obligations under the contract. Historically, we have not incurred any substantial liabilities as a consequence of these guarantees.

We do not have any other material financial guarantees or off-balance sheet arrangements other than those disclosed herein.

We are a party to lawsuits and other proceedings in which other parties seek to recover from us amounts ranging from a few thousand dollars to over $10.0 million. We do not believe that any such matters will have a material adverse effect on our financial position, results of operations or liquidity.

On September 26, 2011, our Board of Directors authorized us to repurchase up to $100.0 million of our outstanding common stock. On December 5, 2013, October 23, 2014 and October 28, 2015, our Board of Directors authorized us to repurchase up to an additional $100.0 million, $250.0 million and $200.0 million of our outstanding common stock, respectively. During 2015, we repurchased approximately 2.3 million shares of our common stock for approximately $112.3 million. Since the inception of these repurchase programs through December 31, 2015, we have repurchased 9.9 million shares of our common stock for approximately $395.9 million. As of December 31, 2015, there remained authorization for us to repurchase approximately $254.1 million of our shares. The repurchase programs do not obligate the Company to acquire any particular amount of common stock and may be suspended, recommenced or discontinued at any time or from time to time without prior notice. Repurchases may be made from time to time to the extent permitted by securities laws and other legal requirements, including provisions in our credit agreement placing limitations on such repurchases. The repurchase programs have been and will be funded from our operations.

We have paid quarterly dividends since October 25, 2011. We expect that quarterly dividends will be paid in the foreseeable future. Prior to October 25, 2011, no cash dividends had been paid on the Company's common stock. We currently pay a regular

quarterly dividend of $0.08 per share. Our 2013 Credit Agreement places limitations on the payment of dividends on our common stock. However, we do not believe that the terms of such agreement currently materially limit our ability to pay a quarterly dividend of $0.08 per share for the foreseeable future. The payment of dividends has been and will be funded from our operations.

Our primary source of liquidity has been, and is expected to continue to be, cash generated by operating activities. We also maintain our 2013 Revolving Credit Facility that may be utilized, among other things, to meet short-term liquidity needs in the event cash generated by operating activities is insufficient or to enable us to seize opportunities to participate in joint ventures or to make acquisitions that may require access to cash on short notice or for any other reason. Negative macroeconomic trends may have an adverse effect on liquidity. During economic downturns, there have been typically fewer small discretionary projects from the private sector, and our competitors have aggressively bid larger long-term infrastructure and public sector contracts. Short-term liquidity is also impacted by the type and length of construction contracts in place and large turnaround activities in our United States industrial services segment that are billed in arrears pursuant to contractual terms that are standard within this industry. Performance of long duration contracts typically requires greater amounts of working capital. While we strive to maintain a net over-billed position with our customers, there can be no assurance that a net over-billed position can be maintained. Our net over-billings, defined as the balance sheet accounts "Billings in excess of costs and estimated earnings on uncompleted contracts" less "Cost and estimated earnings in excess of billings on uncompleted contracts", were $311.5 million and $265.4 million as of December 31, 2015 and 2014, respectively.

Long-term liquidity requirements can be expected to be met initially through cash generated from operating activities and our 2013 Revolving Credit Facility. Based upon our current credit ratings and financial position, we can reasonably expect to be able to incur long-term debt to fund acquisitions. Over the long term, our primary revenue risk factor continues to be the level of demand for non-residential construction services and for building and industrial services, which is influenced by macroeconomic trends including interest rates and governmental economic policy. In addition, our ability to perform work is critical to meeting long-term liquidity requirements.

We believe that our current cash balances and our borrowing capacity available under our 2013 Revolving Credit Facility or other forms of financing available to us through borrowings, combined with cash expected to be generated from operations, will be sufficient to provide our short-term and foreseeable long-term liquidity and meet our expected capital expenditure requirements.

Certain Insurance Matters

As of December 31, 2015 and 2014, we utilized approximately $97.8 million and $94.6 million, respectively, of letters of credit obtained under our 2013 Revolving Credit Facility as collateral for insurance obligations.

New Accounting Pronouncements

We review new accounting standards to determine the expected impact, if any, that the adoption of such standards will have on our financial position and/or results of operations. See Note 2 - Summary of Significant Accounting Policies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further information regarding new accounting standards, including the anticipated dates of adoption and the effects on our consolidated financial position, results of operations or liquidity.

Application of Critical Accounting Policies

Our consolidated financial statements are based on the application of significant accounting policies, which require management to make significant estimates and assumptions. Our significant accounting policies are described in Note 2 - Summary of Significant Accounting Policies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data of this Form 10-K. We believe that some of the more critical judgment areas in the application of accounting policies that affect our financial condition and results of operations are the impact of changes in the estimates and judgments pertaining to: (a) revenue recognition from (i) long-term construction contracts for which the percentage-of-completion method of accounting is used and (ii) services contracts; (b) collectibility or valuation of accounts receivable; (c) insurance liabilities; (d) income taxes; and (e) goodwill and identifiable intangible assets.

Revenue Recognition from Long-term Construction Contracts and Services Contracts

We believe our most critical accounting policy is revenue recognition from long-term construction contracts for which we use the percentage-of-completion method of accounting. Percentage-of-completion accounting is the prescribed method of accounting for long-term contracts in accordance with Accounting Standards Codification ("ASC") Topic 605-35, "Revenue Recognition-Construction-Type and Production-Type Contracts", and, accordingly, is the method used for revenue recognition within our industry. Percentage-of-completion is measured principally by the percentage of costs incurred to date for each contract to the estimated total costs for such contract at completion. Certain of our electrical contracting business units measure percentage-of-completion by the percentage of labor costs incurred to date for each contract to the estimated total labor costs for such contract.

Pre-contract costs from our construction projects are generally expensed as incurred. Application of percentage-of-completion accounting results in the recognition of costs and estimated earnings in excess of billings on uncompleted contracts in our Consolidated Balance Sheets. Costs and estimated earnings in excess of billings on uncompleted contracts reflected in the Consolidated Balance Sheets arise when revenues have been recognized but the amounts cannot be billed under the terms of contracts. Such amounts are recoverable from customers based upon various measures of performance, including achievement of certain milestones, completion of specified units or completion of a contract.

Costs and estimated earnings in excess of billings on uncompleted contracts also include amounts we seek or will seek to collect from customers or others for errors or changes in contract specifications or design, contract change orders in dispute or unapproved as to both scope and price or other customer-related causes of unanticipated additional contract costs (claims and unapproved change orders). Such amounts are recorded at estimated net realizable value and take into account factors that may affect our ability to bill and ultimately collect unbilled revenues. The profit associated with claim amounts is not recognized until the claim has been settled and payment has been received. During 2015, we recognized revenues of $12.1 million as a result of the settlement of a claim within our United States mechanical construction and facilities services segment, which represents the recovery of cost on a project in which we incurred significant losses in a prior year. There were no significant settlements or payment of claims in 2014. As of December 31, 2015 and 2014, costs and estimated earnings in excess of billings on uncompleted contracts included unbilled revenues for unapproved change orders of approximately $18.9 million and $18.8 million, respectively, and claims of approximately $0.9 million and $3.0 million, respectively. In addition, accounts receivable as of December 31, 2015 and 2014 included claims of approximately $0.3 million and $2.3 million, respectively. There are contractually billed amounts and retention related to contracts with unapproved change orders and claims of approximately $52.0 million and $54.0 million as of December 31, 2015 and 2014, respectively. For contracts in claim status, contractually billed amounts will generally not be paid by the customer to us until final resolution of related claims. Due to uncertainties inherent in estimates employed in applying percentage-of-completion accounting, estimates may be revised as project work progresses. Application of percentage-of-completion accounting requires that the impact of revised estimates be reported prospectively in the consolidated financial statements. In addition to revenue recognition for long-term construction contracts, we recognize revenues from the performance of services for maintenance, repair and retrofit work consistent with the performance of the services, which are generally on a pro-rata basis over the life of the contractual arrangement. Expenses related to all services arrangements are recognized as incurred. Revenues related to the engineering, manufacturing and repairing of shell and tube heat exchangers are recognized when the product is shipped and all other revenue recognition criteria have been met. Costs related to this work are included in inventory until the product is shipped. Provisions for the entirety of estimated losses on contracts are made in the period in which such losses are determined. There were no significant losses recognized in 2015 and 2014.

Accounts Receivable

We are required to estimate the collectibility of accounts receivable. A considerable amount of judgment is required in assessing the likelihood of realization of receivables. Relevant assessment factors include the creditworthiness of the customer, our prior collection history with the customer and related aging of past due balances. The provision for doubtful accounts during 2015, 2014 and 2013 amounted to approximately $2.9 million, $2.9 million and $3.5 million, respectively. At December 31, 2015 and 2014, our accounts receivable of $1,359.9 million and $1,234.2 million, respectively, included allowances for doubtful accounts of $11.2 million and $10.4 million, respectively. The increase in our allowance for doubtful accounts was primarily due to an increase in the provision for doubtful accounts, partially offset by the write-off of previously reserved accounts receivable. Specific accounts receivable are evaluated when we believe a customer may not be able to meet its financial obligations due to deterioration of its financial condition or its credit ratings. The allowance for doubtful accounts requirements are based on the best facts available and are re-evaluated and adjusted on a regular basis as additional information is received.

Insurance Liabilities

We have loss payment deductibles for certain workers' compensation, automobile liability, general liability and property claims, have self-insured retentions for certain other casualty claims and are self-insured for employee-related health care claims. Losses are recorded based upon estimates of our liability for claims incurred and for claims incurred but not reported. The liabilities are derived from known facts, historical trends and industry averages utilizing the assistance of an actuary to determine the best estimate for the majority of these obligations. We believe the liabilities recognized on our balance sheets for these obligations are adequate. However, such obligations are difficult to assess and estimate due to numerous factors, including severity of injury, determination of liability in proportion to other parties, timely reporting of occurrences and effectiveness of safety and risk management programs. Therefore, if our actual experience differs from the assumptions and estimates used for recording the liabilities, adjustments may be required and will be recorded in the period that the experience becomes known. Our estimated insurance liabilities for workers' compensation, automobile liability, general liability and property claims increased by $9.2 million for the year ended December 31, 2015 compared to the year ended December 31, 2014, primarily due to higher revenues and an increase in estimated losses as a result of unfavorable claims experience. If our estimated insurance liabilities for workers'

compensation, automobile liability, general liability and property claims were to increase by 10%, it would have resulted in $14.4 million of additional expense for the year ended December 31, 2015.

Income Taxes

We had net deferred income tax liabilities at December 31, 2015 and 2014 of $120.6 million and $127.8 million, respectively, primarily resulting from differences between the carrying value and income tax basis of certain identifiable intangible assets and depreciable fixed assets, which will impact our taxable income in future periods. Included within these net deferred income tax liabilities are $121.4 million and $114.2 million of deferred income tax assets as of December 31, 2015 and 2014, respectively. A valuation allowance is required when it is more likely than not that all or a portion of a deferred income tax asset will not be realized. As of December 31, 2015 and 2014, the total valuation allowance on deferred income tax assets, related to state net operating carryforwards, was approximately $0.8 million and $2.0 million, respectively. We have determined that as of December 31, 2015, a valuation allowance was not required on any of the remaining deferred tax assets because of significant deferred tax liabilities, exclusive of the deferred tax liabilities related to indefinite-lived intangible assets, and projected future taxable income.

Goodwill and Identifiable Intangible Assets

As of December 31, 2015, we had $843.2 million and $472.8 million, respectively, of goodwill and net identifiable intangible assets (primarily consisting of our contract backlog, developed technology/vendor network, customer relationships, non-competition agreements and trade names), primarily arising out of the acquisition of companies. As of December 31, 2014, goodwill and net identifiable intangible assets were $834.1 million and $502.1 million, respectively. The changes to goodwill since December 31, 2014 were related to the acquisition of three companies in 2015. The determination of related estimated useful lives for identifiable intangible assets and whether those assets are impaired involves significant judgments based upon short and long-term projections of future performance. These forecasts reflect assumptions regarding the ability to successfully integrate acquired companies, as well as macroeconomic conditions. ASC Topic 350, "Intangibles-Goodwill and Other" ("ASC 350") requires goodwill and other identifiable intangible assets with indefinite useful lives not be amortized, but instead tested at least annually for impairment (which we test each October 1, absent any impairment indicators), and be written down if impaired. ASC 350 requires that goodwill be allocated to its respective reporting unit and that identifiable intangible assets with finite lives be amortized over their useful lives.

We test for impairment of our goodwill at the reporting unit level. Our reporting units are consistent with the reportable segments identified in Note 17, "Segment Information", of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data. In assessing whether our goodwill is impaired, we utilize the two-step process as prescribed by ASC 350. The first step of this test compares the fair value of the reporting unit, determined based upon discounted estimated future cash flows, to the carrying amount, including goodwill. If the fair value exceeds the carrying amount, no further analysis is required and no impairment loss is recognized. If the carrying amount of the reporting unit exceeds the fair value, the goodwill of the reporting unit is potentially impaired and step two of the goodwill impairment test would need to be performed to measure the amount of an impairment loss, if any. In the second step, the impairment is computed by comparing the implied fair value of the reporting unit's goodwill with the carrying amount of the goodwill. If the carrying amount of the reporting unit's goodwill is greater than the implied fair value of its goodwill, an impairment loss in the amount of the excess is recognized and charged to operations. The weighted average cost of capital used in our annual testing for impairment as of October 1, 2015 was 11.1%, 11.1% and 11.0% for our domestic construction segments, our United States building services segment and our United States industrial services segment, respectively. The perpetual growth rate used for our annual testing was 2.7% for all of our domestic segments. Unfavorable changes in these key assumptions may affect future testing results and cause us to fail step one of the goodwill impairment testing process. For example, keeping all other assumptions constant, a 50 basis point increase in the weighted average costs of capital would cause the estimated fair value of our United Stated industrial services segment to approach its carrying value. A 50 basis point increase in the weighted average costs of capital would not significantly reduce the excess of the estimated fair value compared to the carrying value for any of our other domestic segments. In addition, keeping all other assumptions constant, a 50 basis point reduction in the perpetual growth rate would not significantly reduce the excess of the estimated fair value compared to the carrying value for any of our domestic segments. For the years ended December 31, 2015, 2014 and 2013, no impairment of our goodwill was recognized.

As of December 31, 2015, we had $843.2 million of goodwill on our balance sheet and, of this amount, approximately 45.6% relates to our United States industrial services segment, approximately 27.1% relates to our United States building services segment, approximately 26.8% relates to our United States mechanical construction and facilities services segment and approximately 0.5% relates to our United States electrical construction and facilities services segment. As of the date of our latest impairment test, the carrying values of our United States industrial services, United States building services, United States mechanical construction and facilities services and United States electrical construction and facilities services segments were approximately $725.5 million, $445.1 million, $249.5 million and $62.9 million, respectively. The fair values of our United States industrial services, United States building services, United States mechanical construction and facilities services and United States electrical construction

and facilities services segments exceeded their carrying values by approximately $52.5 million, $291.2 million, $773.2 million and $661.7 million, respectively.

We also test for the impairment of trade names that are not subject to amortization by calculating the fair value of such trade names using the "relief from royalty payments" methodology. This approach involves two steps: (a) estimating reasonable royalty rates for each trade name and (b) applying these royalty rates to a net revenue stream and discounting the resulting cash flows to determine fair value. This fair value is then compared with the carrying value of each trade name. If the carrying amount of the trade name is greater than the implied fair value of the trade name, an impairment in the amount of the excess is recognized and charged to operations. For the years ended December 31, 2015 and 2013, no impairment of our trade names was recognized. The annual impairment review of our trade names for the year ended December 31, 2014 resulted in a $1.5 million non-cash impairment charge as a result of a change in the fair value of subsidiary trade names associated with certain prior acquisitions reported within our United States mechanical construction and facilities services segment and our United States building services segment.

In addition, we review for the impairment of other identifiable intangible assets that are being amortized whenever facts and circumstances indicate that their carrying values may not be fully recoverable. This test compares their carrying values to the undiscounted pre-tax cash flows expected to result from the use of the assets. If the assets are impaired, the assets are written down to their fair values, generally determined based on their future discounted cash flows. For the years ended December 31, 2015, 2014 and 2013, no impairment of our other identifiable intangible assets was recognized.

We have certain businesses, particularly within our United States industrial services segment, whose results are highly impacted by the demand for some of our offerings within the industrial and oil and gas markets. Future performance of this segment, along with a continued evaluation of the conditions of its end user markets, will be important to ongoing impairment assessments. Should this segment's actual results suffer a decline or expected future results be revised downward, the risk of goodwill impairment or impairment of other identifiable intangible assets would increase.

Our development of the present value of future cash flow projections used in impairment testing is based upon assumptions and estimates by management from a review of our operating results, business plans, anticipated growth rates and margins and weighted average cost of capital, among others. Those assumptions and estimates can change in future periods, and other factors used in assessing fair value are outside the control of management, such as interest rates. There can be no assurances that estimates and assumptions made for purposes of our goodwill and identifiable intangible asset impairment testing will prove to be accurate predictions of the future. If our assumptions regarding future business performance or anticipated growth rates and/or margins are not achieved, or there is a rise in interest rates, we may be required to record goodwill and/or identifiable intangible asset impairment charges in future periods. It is not possible at this time to determine if any such future impairment charge would result or, if it does, whether such a charge would be material.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We have not used any derivative financial instruments during the years ended December 31, 2015 and 2014, including trading or speculating on changes in interest rates or commodity prices of materials used in our business.

We are exposed to market risk for changes in interest rates for borrowings under the 2013 Credit Agreement, which provides for a revolving credit facility and a term loan. Borrowings under the 2013 Credit Agreement bear interest at variable rates. For further information on borrowing rates and interest rate sensitivity, refer to the Liquidity and Capital Resources discussion in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations. As of December 31, 2015, there were no borrowings outstanding under the revolving credit facility and the balance on the term loan was $315.0 million. Based on the $315.0 million borrowings outstanding under the 2013 Credit Agreement, if overall interest rates were to increase by 25 basis points, interest expense, net of income taxes, would increase by approximately $0.5 million in the next twelve months. Conversely, if overall interest rates were to decrease by 25 basis points, interest expense, net of income taxes, would decrease by approximately $0.5 million in the next twelve months.

We are also exposed to construction market risk and its potential related impact on accounts receivable or costs and estimated earnings in excess of billings on uncompleted contracts. The amounts recorded may be at risk if our customers' ability to pay these obligations is negatively impacted by economic conditions. We continually monitor the creditworthiness of our customers and maintain on-going discussions with customers regarding contract status with respect to change orders and billing terms. Therefore, we believe we take appropriate action to manage market and other risks, but there is no assurance that we will be able to reasonably identify all risks with respect to collectibility of these assets. See also the previous discussions of Revenue Recognition from Long-term Construction Contracts and Services Contracts and Accounts Receivable under Application of Critical Accounting Policies in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Amounts invested in our foreign operations are translated into U.S. dollars at the exchange rates in effect at year end. The resulting translation adjustments are recorded as accumulated other comprehensive income (loss), a component of equity, in our

Consolidated Balance Sheets. We believe the exposure to the effects that fluctuating foreign currencies may have on our consolidated results of operations is limited because the foreign operations primarily invoice customers and collect obligations in their respective local currencies. Additionally, expenses associated with these transactions are generally contracted and paid for in their same local currencies.

In addition, we are exposed to market risk of fluctuations in certain commodity prices of materials, such as copper and steel, which are used as components of supplies or materials utilized in our construction and building and industrial services operations. We are also exposed to increases in energy prices, particularly as they relate to gasoline prices for our fleet of over 8,500 vehicles. While we believe we can increase our contract prices to adjust for some price increases in commodities, there can be no assurance that price increases of commodities, if they were to occur, would be recoverable. Additionally, our fixed price contracts do not allow us to adjust our prices and, as a result, increases in material or fuel costs could reduce our profitability with respect to projects in progress.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED BALANCE SHEETS

(In thousands, except share and per share data)

	December 31, 2015	December 31, 2014
ASSETS		
Current assets:		
Cash and cash equivalents	$ 486,831	$ 432,056
Accounts receivable, less allowance for doubtful accounts of $11,175 and $10,424, respectively	1,359,862	1,234,187
Costs and estimated earnings in excess of billings on uncompleted contracts	117,734	103,201
Inventories	37,545	46,854
Prepaid expenses and other	65,447	70,305
Total current assets	2,067,419	1,886,603
Investments, notes and other long-term receivables	8,359	9,122
Property, plant and equipment, net	122,018	122,178
Goodwill	843,170	834,102
Identifiable intangible assets, net	472,834	502,060
Other assets	32,670	34,902
Total assets	$ 3,546,470	$ 3,388,967
LIABILITIES AND EQUITY		
Current liabilities:		
Borrowings under revolving credit facility	$ —	$ —
Current maturities of long-term debt and capital lease obligations	18,848	19,041
Accounts payable	488,251	460,478
Billings in excess of costs and estimated earnings on uncompleted contracts	429,235	368,555
Accrued payroll and benefits	268,033	245,854
Other accrued expenses and liabilities	209,361	189,489
Total current liabilities	1,413,728	1,283,417
Long-term debt and capital lease obligations	300,065	316,399
Other long-term obligations	352,621	359,764
Total liabilities	2,066,414	1,959,580
Equity:		
EMCOR Group, Inc. stockholders' equity:		
Preferred stock, $0.01 par value, 1,000,000 shares authorized, zero issued and outstanding	—	—
Common stock, $0.01 par value, 200,000,000 shares authorized, 61,727,709 and 63,641,070 shares issued, respectively	617	636
Capital surplus	130,369	227,885
Accumulated other comprehensive loss	(76,953)	(83,197)
Retained earnings	1,432,980	1,280,991
Treasury stock, at cost 659,841 shares	(10,302)	(10,302)
Total EMCOR Group, Inc. stockholders' equity	1,476,711	1,416,013
Noncontrolling interests	3,345	13,374
Total equity	1,480,056	1,429,387
Total liabilities and equity	$ 3,546,470	$ 3,388,967

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF OPERATIONS
For The Years Ended December 31,
(In thousands, except per share data)

	2015	2014	2013
Revenues	$ 6,718,726	$ 6,424,965	$ 6,333,527
Cost of sales	5,774,247	5,517,719	5,511,881
Gross profit	944,479	907,246	821,646
Selling, general and administrative expenses	656,573	626,478	580,649
Restructuring expenses	824	1,168	647
Impairment loss on identifiable intangible assets	—	1,471	—
Gain on sale of building	—	11,749	—
Operating income	287,082	289,878	240,350
Interest expense	(8,932)	(9,075)	(8,769)
Interest income	673	842	1,128
Income from continuing operations before income taxes	278,823	281,645	232,709
Income tax provision	106,256	103,528	82,286
Income from continuing operations	172,567	178,117	150,423
Loss from discontinued operation, net of income taxes	(60)	(4,690)	(23,069)
Net income including noncontrolling interests	172,507	173,427	127,354
Less: Net income attributable to noncontrolling interests	(221)	(4,763)	(3,562)
Net income attributable to EMCOR Group, Inc.	$ 172,286	$ 168,664	$ 123,792
Basic earnings (loss) per common share:			
From continuing operations attributable to EMCOR Group, Inc. common stockholders	$ 2.74	$ 2.61	$ 2.19
From discontinued operation	(0.00)	(0.07)	(0.34)
Net income attributable to EMCOR Group, Inc. common stockholders	$ 2.74	$ 2.54	$ 1.85
Diluted earnings (loss) per common share:			
From continuing operations attributable to EMCOR Group, Inc. common stockholders	$ 2.72	$ 2.59	$ 2.16
From discontinued operation	(0.00)	(0.07)	(0.34)
Net income attributable to EMCOR Group, Inc. common stockholders	$ 2.72	$ 2.52	$ 1.82
Dividends declared per common share	$ 0.32	$ 0.32	$ 0.18

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
For The Years Ended December 31,
(In thousands)

	2015	2014	2013
Net income including noncontrolling interests	$ 172,507	$ 173,427	$ 127,354
Other comprehensive income (loss), net of tax:			
Foreign currency translation adjustments	(621)	(957)	(614)
Changes in post retirement plans (1)	6,865	(16,463)	15,877
Other comprehensive income (loss)	6,244	(17,420)	15,263
Comprehensive income	178,751	156,007	142,617
Less: Comprehensive income attributable to noncontrolling interests	(221)	(4,763)	(3,562)
Comprehensive income attributable to EMCOR Group, Inc.	$ 178,530	$ 151,244	$ 139,055

(1) Net of tax (provision) benefit of $(1.6) million, $4.2 million and $(4.3) million for the years ended December 31, 2015, 2014 and 2013, respectively.

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF CASH FLOWS
For The Years Ended December 31,
(In thousands)

	2015	2014	2013
Cash flows - operating activities:			
Net income including noncontrolling interests	$ 172,507	$ 173,427	$ 127,354
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	36,294	36,524	36,310
Amortization of identifiable intangible assets	37,895	37,966	31,028
Provision for doubtful accounts	2,853	2,918	3,533
Deferred income taxes	(10,300)	5,748	11,857
Loss on sale of subsidiary	—	608	—
Gain on sale of building	—	(11,749)	—
Gain on sale of property, plant and equipment	(248)	(4,920)	(903)
Excess tax benefits from share-based compensation	(1,663)	(8,264)	(4,624)
Equity income from unconsolidated entities	(2,883)	(1,440)	(1,048)
Non-cash expense for amortization of debt issuance costs	1,307	1,307	1,497
Non-cash (income) expense from contingent consideration arrangements	(464)	606	(6,793)
Non-cash expense for impairment of identifiable intangible assets	—	1,471	—
Non-cash share-based compensation expense	8,801	8,121	6,943
Non-cash (income) expense from changes in unrecognized income tax benefits	(317)	2,143	(10,539)
Distributions from unconsolidated entities	3,352	1,767	679
Changes in operating assets and liabilities, excluding the effect of businesses acquired:			
(Increase) decrease in accounts receivable	(115,303)	27,409	(3,221)
Decrease (increase) in inventories	9,733	5,269	(865)
(Increase) decrease in costs and estimated earnings in excess of billings on uncompleted contracts	(12,837)	(13,010)	2,807
Increase (decrease) in accounts payable	25,440	(25,122)	(12,904)
Increase (decrease) in billings in excess of costs and estimated earnings on uncompleted contracts	58,614	(11,868)	(2,793)
Increase (decrease) in accrued payroll and benefits and other accrued expenses and liabilities	37,122	32,340	(14,761)
Changes in other assets and liabilities, net	16,763	(14,594)	(13,488)
Net cash provided by operating activities	266,666	246,657	150,069
Cash flows - investing activities:			
Payments for acquisitions of businesses, net of cash acquired	(28,195)	—	(454,671)
Proceeds from sale of subsidiary	—	1,108	—
Proceeds from sale of building	—	11,885	—
Proceeds from sale of property, plant and equipment	3,847	7,239	2,930
Purchase of property, plant and equipment	(35,460)	(38,035)	(35,497)
Investments in and advances to unconsolidated entities and joint ventures	—	(3,865)	(800)
Maturity of short-term investments	—	—	4,616
Net cash used in investing activities	(59,808)	(21,668)	(483,422)
Cash flows - financing activities:			
Proceeds from revolving credit facility	—	—	250,000
Repayments of revolving credit facility	—	—	(400,000)
Borrowings from long-term debt	—	—	350,000
Repayments of long-term debt and debt issuance costs	(17,514)	(17,454)	(3,013)
Repayments of capital lease obligations	(2,737)	(1,715)	(1,692)
Dividends paid to stockholders	(20,095)	(21,293)	(12,080)
Repurchase of common stock	(104,330)	(201,994)	(26,070)
Proceeds from exercise of stock options	3,836	6,858	5,172
Payments to satisfy minimum tax withholding	(3,866)	(1,481)	(927)
Issuance of common stock under employee stock purchase plan	4,223	3,615	2,854
Payments for contingent consideration arrangements	(403)	—	(537)
Distributions to noncontrolling interests	(10,250)	(4,750)	(1,300)
Excess tax benefits from share-based compensation	1,663	8,264	4,624
Net cash (used in) provided by financing activities	(149,473)	(229,950)	167,031
Effect of exchange rate changes on cash and cash equivalents	(2,610)	(2,796)	832

Increase (decrease) in cash and cash equivalents	54,775	(7,757)	(165,490)
Cash and cash equivalents at beginning of year	432,056	439,813	605,303
Cash and cash equivalents at end of period	$ 486,831	$ 432,056	$ 439,813

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF EQUITY

For The Years Ended December 31,

(In thousands)

		EMCOR Group, Inc. Stockholders					
	Total	Common stock	Capital surplus	Accumulated other comprehensive (loss) income [1]	Retained earnings	Treasury stock	Noncontrolling interests
Balance, December 31, 2012	$ 1,357,179	$ 680	$ 416,104	$ (81,040)	$ 1,022,239	$ (11,903)	$ 11,099
Net income including noncontrolling interests	127,354	—	—	—	123,792	—	3,562
Other comprehensive income	15,263	—	—	15,263	—	—	—
Common stock issued under share-based compensation plans [2]	10,410	3	9,094	—	—	1,313	—
Tax withholding for common stock issued under share-based compensation plans	(927)	—	(927)	—	—	—	—
Common stock issued under employee stock purchase plan	2,854	—	2,854	—	—	—	—
Common stock dividends	(12,080)	—	78	—	(12,158)	—	—
Repurchase of common stock	(26,070)	(7)	(26,063)	—	—	—	—
Distributions to noncontrolling interests	(1,300)	—	—	—	—	—	(1,300)
Share-based compensation expense	6,943	—	6,943	—	—	—	—
Balance, December 31, 2013	$ 1,479,626	$ 676	$ 408,083	$ (65,777)	$ 1,133,873	$ (10,590)	$ 13,361
Net income including noncontrolling interests	173,427	—	—	—	168,664	—	4,763
Other comprehensive loss	(17,420)	—	—	(17,420)	—	—	—
Common stock issued under share-based compensation plans [2]	15,570	8	15,274	—	—	288	—
Tax withholding for common stock issued under share-based compensation plans	(1,481)	—	(1,481)	—	—	—	—
Common stock issued under employee stock purchase plan	3,615	—	3,615	—	—	—	—
Common stock dividends	(21,293)	—	253	—	(21,546)	—	—
Repurchase of common stock	(206,028)	(48)	(205,980)	—	—	—	—
Distributions to noncontrolling interests	(4,750)	—	—	—	—	—	(4,750)
Share-based compensation expense	8,121	—	8,121	—	—	—	—
Balance, December 31, 2014	$ 1,429,387	$ 636	$ 227,885	$ (83,197)	$ 1,280,991	$ (10,302)	$ 13,374
Net income including noncontrolling interests	172,507	—	—	—	172,286	—	221
Other comprehensive income	6,244	—	—	6,244	—	—	—
Common stock issued under share-based compensation plans [2]	5,433	5	5,428	—	—	—	—
Tax withholding for common stock issued under share-based compensation plans	(3,866)	—	(3,866)	—	—	—	—
Common stock issued under employee stock purchase plan	4,223	—	4,223	—	—	—	—
Common stock dividends	(20,095)	—	202	—	(20,297)	—	—
Repurchase of common stock	(112,328)	(24)	(112,304)	—	—	—	—
Distributions to noncontrolling interests	(10,250)	—	—	—	—	—	(10,250)
Share-based compensation expense	8,801	—	8,801	—	—	—	—
Balance, December 31, 2015	$ 1,480,056	$ 617	$ 130,369	$ (76,953)	$ 1,432,980	$ (10,302)	$ 3,345

(1) As of December 31, 2015, represents cumulative foreign currency translation and post retirement liability adjustments of $3.5 million and $(80.5) million, respectively. As of December 31, 2014, represents cumulative foreign currency translation and post retirement liability adjustments of $4.1 million and $(87.3) million, respectively. As of December 31, 2013, represents cumulative foreign currency translation and post retirement liability adjustments of $5.1 million and $(70.9) million, respectively.

(2) Includes the tax benefit associated with share-based compensation of $1.6 million in 2015, $8.6 million in 2014 and $5.2 million in 2013.

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1- NATURE OF OPERATIONS

References to the "Company," "EMCOR," "we," "us," "our" and similar words refer to EMCOR Group, Inc. and its consolidated subsidiaries unless the context indicates otherwise.

We are one of the largest electrical and mechanical construction and facilities services firms in the United States. In addition, we provide a number of building services and industrial services. We specialize principally in providing construction services relating to electrical and mechanical systems in all types of non-residential and certain residential facilities and in providing various services relating to the operation, maintenance and management of facilities, including refineries and petrochemical plants.

NOTE 2- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its majority-owned subsidiaries and joint ventures. Significant intercompany accounts and transactions have been eliminated. All investments over which we exercise significant influence, but do not control (a 20% to 50% ownership interest), are accounted for using the equity method of accounting. Additionally, we participate in a joint venture with another company, and we have consolidated this joint venture as we have determined that through our participation we have a variable interest and are the primary beneficiary as defined by the Financial Accounting Standards Board ("FASB") Accounting Standard Codification ("ASC") Topic 810, "Consolidation".

For joint ventures that have been accounted for using the consolidation method of accounting, noncontrolling interest represents the allocation of earnings to our joint venture partners who either have a minority-ownership interest in the joint venture or are not at risk for the majority of losses of the joint venture.

The results of operations of companies acquired have been included in the results of operations from the date of the respective acquisition.

Principles of Preparation

The preparation of the consolidated financial statements, in conformity with accounting principles generally accepted in the United States, requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could materially differ from those estimates.

During the third quarter of 2014, we ceased construction operations in the United Kingdom. The results of the construction operations of our United Kingdom segment for all periods are presented as discontinued operations. The segment formally named the United Kingdom construction and building services segment has been renamed the United Kingdom building services segment.

Revenue Recognition

Revenues from long-term construction contracts are recognized on the percentage-of-completion method in accordance with ASC Topic 605-35, "Revenue Recognition-Construction-Type and Production-Type Contracts". Percentage-of-completion is measured principally by the percentage of costs incurred to date for each contract to the estimated total costs for such contract at completion. Certain of our electrical contracting business units measure percentage-of-completion by the percentage of labor costs incurred to date for each contract to the estimated total labor costs for such contract. Pre-contract costs from our construction projects are generally expensed as incurred. Revenues from the performance of services for maintenance, repair and retrofit work are recognized consistent with the performance of the services, which are generally on a pro-rata basis over the life of the contractual arrangement. Expenses related to all services arrangements are recognized as incurred. Revenues related to the engineering, manufacturing and repairing of shell and tube heat exchangers are recognized when the product is shipped and all other revenue recognition criteria have been met. Costs related to this work are included in inventory until the product is shipped. In the case of customer change orders for uncompleted long-term construction contracts, estimated recoveries are included for work performed in forecasting ultimate profitability on certain contracts. Due to uncertainties inherent in the estimation process, it is possible that completion costs, including those arising from contract penalty provisions and final contract settlements, will be revised in the near-term. Such revisions to costs and income are recognized in the period in which the revisions are determined. Provisions for the entirety of estimated losses on uncompleted contracts are made in the period in which such losses are determined. There were no significant losses recognized in 2015 and 2014.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (Continued)

Costs and estimated earnings on uncompleted contracts

Costs and estimated earnings in excess of billings on uncompleted contracts arise in the consolidated balance sheets when revenues have been recognized but the amounts cannot be billed under the terms of the contracts. Such amounts are recoverable from customers upon various measures of performance, including achievement of certain milestones, completion of specified units, or completion of a contract. Also included in costs and estimated earnings on uncompleted contracts are amounts we seek or will seek to collect from customers or others for errors or changes in contract specifications or design, contract change orders in dispute or unapproved as to both scope and/or price or other customer-related causes of unanticipated additional contract costs (claims and unapproved change orders). Such amounts are recorded at estimated net realizable value when realization is probable and can be reasonably estimated. No profit is recognized on construction costs incurred in connection with claim amounts. Claims and unapproved change orders made by us involve negotiation and, in certain cases, litigation. In the event litigation costs are incurred by us in connection with claims or unapproved change orders, such litigation costs are expensed as incurred, although we may seek to recover these costs. We believe that we have established legal bases for pursuing recovery of our recorded unapproved change orders and claims, and it is management's intention to pursue and litigate such claims, if necessary, until a determination or settlement is reached. Unapproved change orders and claims also involve the use of estimates, and it is reasonably possible that revisions to the estimated recoverable amounts of recorded claims and unapproved change orders may be made in the near term. If we do not successfully resolve these matters, a net expense (recorded as a reduction in revenues) may be required, in addition to amounts that may have been previously provided for. We record the profit associated with the settlement of claims upon receipt of final payment. During 2015, we recognized revenues of $12.1 million as a result of the settlement of a claim within our United States mechanical construction and facilities services segment, which represents the recovery of cost on a project in which we incurred significant losses in a prior year. There were no significant settlements or payment of claims in 2014. Claims against us are recognized when a loss is considered probable and amounts are reasonably determinable.

Costs and estimated earnings on uncompleted contracts and related amounts billed as of December 31, 2015 and 2014 were as follows (in thousands):

	2015	2014
Costs incurred on uncompleted contracts	$ 7,582,108	$ 7,620,522
Estimated earnings, thereon	862,987	808,549
	8,445,095	8,429,071
Less: billings to date	8,756,596	8,694,425
	$ (311,501)	$ (265,354)

Such amounts were included in the accompanying Consolidated Balance Sheets at December 31, 2015 and 2014 under the following captions (in thousands):

	2015	2014
Costs and estimated earnings in excess of billings on uncompleted contracts	$ 117,734	$ 103,201
Billings in excess of costs and estimated earnings on uncompleted contracts	(429,235)	(368,555)
	$ (311,501)	$ (265,354)

As of December 31, 2015 and 2014, costs and estimated earnings in excess of billings on uncompleted contracts included unbilled revenues for unapproved change orders of approximately $18.9 million and $18.8 million, respectively, and claims of approximately $0.9 million and $3.0 million, respectively. In addition, accounts receivable as of December 31, 2015 and 2014 included claims of approximately $0.3 million and $2.3 million, respectively. There are contractually billed amounts and retention related to contracts with unapproved change orders and claims of $52.0 million and $54.0 million as of December 31, 2015 and 2014, respectively. For contracts in claim status, contractually billed amounts will generally not be paid by the customer to us until final resolution of related claims.

Classification of Contract Amounts

In accordance with industry practice, we classify as current all assets and liabilities relating to the performance of long-term contracts. The term of our contracts ranges from one month to four years and, accordingly, collection or payment of amounts relating to these contracts may extend beyond one year. Accounts receivable at December 31, 2015 and 2014 included $189.2 million and $177.8 million, respectively, of retainage billed under terms of our contracts. We estimate that approximately 85% of

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (Continued)

this retainage will be collected during 2016. Accounts payable at December 31, 2015 and 2014 included $34.6 million and $35.7 million, respectively, of retainage withheld under terms of the contracts. We estimate that approximately 90% of this retainage will be paid during 2016.

Cash and cash equivalents

For purposes of the consolidated financial statements, we consider all highly liquid instruments with original maturities of three months or less to be cash equivalents. We maintain a centralized cash management system whereby our excess cash balances are invested in high quality, short-term money market instruments, which are considered cash equivalents. We have cash balances in certain of our domestic bank accounts that exceed federally insured limits.

Allowance for Doubtful Accounts

Accounts receivable are recorded at the invoiced amount and do not bear interest. The Company maintains an allowance for doubtful accounts. This allowance is based upon the best estimate of the probable losses in existing accounts receivable. The Company determines the allowances based upon individual accounts when information indicates the customers may have an inability to meet their financial obligations, as well as historical collection and write-off experience. These amounts are re-evaluated and adjusted on a regular basis as additional information is received. Actual write-offs are charged against the allowance when collection efforts have been unsuccessful. At December 31, 2015 and 2014, our accounts receivable of $1,359.9 million and $1,234.2 million, respectively, included allowances for doubtful accounts of $11.2 million and $10.4 million, respectively. The provision for doubtful accounts during 2015, 2014 and 2013 amounted to approximately $2.9 million, $2.9 million and $3.5 million, respectively.

Inventories

Inventories are stated at the lower of cost or market. Cost is determined principally using the average cost method.

Property, plant and equipment

Property, plant and equipment is stated at cost. Depreciation, including amortization of assets under capital leases, is recorded principally using the straight-line method over estimated useful lives of 3 to 10 years for machinery and equipment, 3 to 7 years for vehicles, furniture and fixtures and computer hardware/software and 25 years for buildings. Leasehold improvements are amortized over the shorter of the remaining life of the lease term or the expected service life of the improvement.

The carrying values of property, plant and equipment are reviewed for impairment whenever facts and circumstances indicate that the carrying amount may not be fully recoverable. In performing this review for recoverability, property, plant and equipment is assessed for possible impairment by comparing their carrying values to their undiscounted net pre-tax cash flows expected to result from the use of the asset. Impaired assets are written down to their fair values, generally determined based on their estimated future discounted cash flows. Based on the results of our testing for the years ended December 31, 2015, 2014 and 2013, no impairment of property, plant and equipment was recognized.

Goodwill and Identifiable Intangible Assets

Goodwill and other identifiable intangible assets with indefinite lives that are not being amortized, such as trade names, are tested at least annually for impairment (which we test each October 1, absent any impairment indicators) and are written down if impaired. Identifiable intangible assets with finite lives are amortized over their useful lives and are reviewed for impairment whenever facts and circumstances indicate that their carrying values may not be fully recoverable. See Note 8 - Goodwill and Identifiable Intangible Assets of the notes to consolidated financial statements for additional information.

Insurance Liabilities

Our insurance liabilities are determined actuarially based on claims filed and an estimate of claims incurred but not yet reported. At December 31, 2015 and 2014, the estimated current portion of undiscounted insurance liabilities of $29.9 million and $28.8 million, respectively, were included in "Other accrued expenses and liabilities" in the accompanying Consolidated Balance Sheets. The estimated non-current portion of the undiscounted insurance liabilities included in "Other long-term obligations" at December 31, 2015 and 2014 were $114.3 million and $106.3 million, respectively.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (Continued)

Foreign Operations

The financial statements and transactions of our foreign subsidiaries are maintained in their functional currency and translated into U.S. dollars in accordance with ASC Topic 830, "Foreign Currency Matters". Translation adjustments have been recorded as "Accumulated other comprehensive loss", a separate component of "Equity".

Income Taxes

We account for income taxes in accordance with the provisions of ASC Topic 740, "Income Taxes" ("ASC 740"). ASC 740 requires an asset and liability approach which requires the recognition of deferred income tax assets and deferred income tax liabilities for the expected future tax consequences of temporary differences between the carrying amounts and the tax bases of assets and liabilities. Valuation allowances are established when necessary to reduce deferred income tax assets when it is more likely than not that a tax benefit will not be realized.

We account for uncertain tax positions in accordance with the provisions of ASC 740. We recognize accruals of interest related to unrecognized tax benefits as a component of the income tax provision.

Valuation of Share-Based Compensation Plans

We have various types of share-based compensation plans and programs, which are administered by our Board of Directors or its Compensation and Personnel Committee. See Note 13 - Share-Based Compensation Plans of the notes to consolidated financial statements for additional information regarding the share-based compensation plans and programs.

We account for share-based payments in accordance with the provisions of ASC Topic 718, "Compensation-Stock Compensation" ("ASC 718"). ASC 718 requires that all share-based payments issued to acquire goods or services, including grants of employee stock options, be recognized in the statement of operations based on their fair values, net of estimated forfeitures. ASC 718 requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates. Compensation expense related to share-based awards is recognized over the requisite service period, which is generally the vesting period. For shares subject to graded vesting, our policy is to apply the straight-line method in recognizing compensation expense. ASC 718 requires the benefits of tax deductions in excess of recognized compensation expense to be reported as a financing cash inflow, rather than as an operating cash inflow in the Consolidated Statements of Cash Flows. This requirement reduces net operating cash flows and increases net financing cash flows.

New Accounting Pronouncements

In November 2015, an accounting pronouncement was issued by the FASB to simplify the presentation of deferred income taxes within the balance sheet. This pronouncement eliminates the requirement that deferred tax assets and liabilities are presented as current or noncurrent based on the nature of the underlying assets and liabilities. Instead, the pronouncement requires all deferred tax assets and liabilities, including valuation allowances, be classified as noncurrent. This pronouncement is effective for fiscal years beginning after December 15, 2016, with early adoption permitted. We intend to adopt this pronouncement on January 1, 2017, and the adoption will not have a material impact on our financial position and/or results of operations.

In September 2015, an accounting pronouncement was issued by the FASB which eliminates the requirement that an acquirer in a business combination account for measurement-period adjustments retrospectively. Instead, an acquirer will recognize a measurement-period adjustment during the period in which it determines the amount of the adjustment. This pronouncement is effective for fiscal years beginning after December 15, 2015, with early adoption permitted. We intend to adopt this pronouncement on January 1, 2016, and the adoption will not have a material impact on our financial position and/or results of operations.

In April 2015, an accounting pronouncement was issued by the FASB to update the guidance related to the presentation of debt issuance costs. This guidance requires debt issuance costs, related to a recognized debt liability, be presented in the balance sheet as a direct deduction from the carrying amount of the related debt liability rather than being presented as an asset. This pronouncement is effective retrospectively for fiscal years beginning after December 15, 2015, with early adoption permitted. We intend to adopt this pronouncement on January 1, 2016, and the adoption will not have a material impact on our financial position and/or results of operations.

On January 1, 2015, we adopted the accounting pronouncement issued by the FASB updating existing guidance on discontinued operations. This guidance raises the threshold for a disposal to qualify as a discontinued operation and requires new disclosures of both discontinued operations and certain other disposals that do not meet the definition of a discontinued operation. This

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (Continued)

pronouncement is aimed at reducing the frequency of disposals reported as discontinued operations by focusing on strategic shifts that have or will have a major effect on an entity's operations and financial results. We will consider this guidance in conjunction with future disposals, if any.

In May 2014, an accounting pronouncement was issued by the FASB to clarify existing guidance on revenue recognition. This guidance includes the required steps to achieve the core principle that a company should recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. This pronouncement is effective for fiscal years and interim periods beginning after December 15, 2017, with early adoption permitted. The guidance permits the use of one of two retrospective transition methods. We have not yet selected a transition method nor have we determined the effect that the adoption of the pronouncement may have on our financial position and/or results of operations.

NOTE 3 - ACQUISITIONS OF BUSINESSES

On October 19, 2015, October 13, 2015 and June 1, 2015, we acquired three companies, each for an immaterial amount. Two of the companies acquired primarily provide mechanical construction services, and their results of operations have been included in our United States mechanical construction and facilities services segment. The results of operations for the other company acquired have been included in our United States building services segment. The purchase price for the acquisition of these businesses is subject to finalization based on certain contingencies provided for in the purchase agreement. The acquisition of these businesses was accounted for by the acquisition method, and the prices paid for them have been allocated to their respective assets and liabilities, based upon the estimated fair values of their assets and liabilities at the dates of their respective acquisitions.

On July 29, 2013, we completed the acquisition of RepconStrickland, Inc. ("RSI"). This acquisition expands and strengthens our service offerings to new and existing customers and enhances our position within the industrial services and energy market sectors. Under the terms of the transaction, we acquired 100% of RSI's stock for total consideration of $463.6 million. The acquisition was funded with cash on hand and $250.0 million from borrowings under our revolving credit facility. This acquisition was accounted for using the acquisition method of accounting. We acquired working capital of $35.5 million and other net liabilities of $67.1 million, and have ascribed $267.8 million to goodwill and $227.4 million to identifiable intangible assets in connection with the acquisition of RSI, which has been included in our United States industrial services segment. We expect that $49.0 million of acquired goodwill will be deductible for tax purposes.

On December 2, 2013 and May 31, 2013, we acquired two companies, each for an immaterial amount. These companies primarily provide mechanical construction services and have been included in our United States mechanical construction and facilities services segment. The purchase price for the acquisition of these businesses was finalized with an insignificant impact. The acquisition of these businesses was accounted for by the acquisition method, and the prices paid for them have been allocated to their respective assets and liabilities, based upon the estimated fair values of their respective assets and liabilities at the dates of their respective acquisitions. We believe these businesses further expand our service capabilities into new geographical and/or technical areas.

During the years ended December 31, 2015 and December 31, 2013, we recorded net reversals of $0.5 million and $6.8 million, respectively, of liabilities resulting in non-cash income attributable to contingent consideration arrangements relating to prior acquisitions. During the year ended December 31, 2014, we recorded an increase of $0.6 million of liabilities resulting in non-cash expense attributable to contingent consideration arrangements relating to prior acquisitions.

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 4 - DISPOSITION OF ASSETS

In January 2014, we sold a subsidiary reported in our United States building services segment. Proceeds from the sale totaled approximately $1.1 million. Included in net income for the year ended December 31, 2014 was a loss of $0.6 million from this sale, which is classified as a component of "Selling, general and administrative expenses" in the Consolidated Statements of Operations.

On July 22, 2014, we sold a building and land owned by one of our subsidiaries reported in the United States mechanical construction and facilities services segment. We recognized a gain of approximately $11.7 million on this transaction in the third quarter of 2014, which has been classified as a "Gain on sale of building" in the Consolidated Statements of Operations.

Due to a historical pattern of losses in the construction operations of our United Kingdom segment and our negative assessment of construction market conditions in the United Kingdom for the foreseeable future, we announced during the quarter ended June 30, 2013 our decision to withdraw from the construction market in the United Kingdom. During the third quarter of 2014, we ceased construction operations in the United Kingdom. The results of the construction operations of our United Kingdom segment for all periods are presented in our Consolidated Financial Statements as discontinued operations.

The results of the discontinued operation are as follows (in thousands):

	For the twelve months ended December 31,		
	2015	2014	2013
Revenues	$ 3,823	$ 19,297	$ 83,631
Loss from discontinued operation, net of income taxes	$ (60)	$ (4,690)	$ (23,069)
Diluted loss per share from discontinued operation	$ (0.00)	$ (0.07)	$ (0.34)

Included in the Consolidated Balance Sheets at December 31, 2015 and December 31, 2014 are the following major classes of assets and liabilities associated with the discontinued operation (in thousands):

	December 31, 2015	December 31, 2014
Assets of discontinued operation:		
Current assets	$ 2,525	$ 6,265
Non-current assets	$ —	$ 278
Liabilities of discontinued operation:		
Current liabilities	$ 4,407	$ 10,743
Non-current liabilities	$ —	$ 94

At December 31, 2015, the assets and liabilities of the discontinued operation consisted of accounts receivable, contract retentions and contract warranty obligations that are expected to be collected or fulfilled in the ordinary course of business. Additionally at December 31, 2015, there remained $0.5 million of obligations related to employee severance and the termination of leased facilities, which is expected to be paid during the first half of 2016. The settlement of the remaining assets and liabilities may result in additional income and/or expenses. Such income and/or expenses are expected to be immaterial and will be reflected as an additional component of "Loss from discontinued operation" as incurred.

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 5 - EARNINGS PER SHARE

The following tables summarize our calculation of Basic and Diluted Earnings (Loss) per Common Share ("EPS") for the years ended December 31, 2015, 2014 and 2013 (in thousands, except share and per share data):

	2015	2014	2013
Numerator:			
Income from continuing operations attributable to EMCOR Group, Inc. common stockholders	$ 172,346	$ 173,354	$ 146,861
Loss from discontinued operation, net of income taxes	(60)	(4,690)	(23,069)
Net income attributable to EMCOR Group, Inc. common stockholders	$ 172,286	$ 168,664	$ 123,792
Denominator:			
Weighted average shares outstanding used to compute basic earnings (loss) per common share	62,789,120	66,331,886	67,086,299
Effect of dilutive securities—Share-based awards	518,392	730,623	990,542
Shares used to compute diluted earnings (loss) per common share	63,307,512	67,062,509	68,076,841
Basic earnings (loss) per common share:			
From continuing operations attributable to EMCOR Group, Inc. common stockholders	$ 2.74	$ 2.61	$ 2.19
From discontinued operation	(0.00)	(0.07)	(0.34)
Net income attributable to EMCOR Group, Inc. common stockholders	$ 2.74	$ 2.54	$ 1.85
Diluted earnings (loss) per common share:			
From continuing operations attributable to EMCOR Group, Inc. common stockholders	$ 2.72	$ 2.59	$ 2.16
From discontinued operation	(0.00)	(0.07)	(0.34)
Net income attributable to EMCOR Group, Inc. common stockholders	$ 2.72	$ 2.52	$ 1.82

There were no anti-dilutive awards for the years ended December 31, 2015, 2014 and 2013.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 6 - INVENTORIES

Inventories as of December 31, 2015 and 2014 consist of the following amounts (in thousands):

	2015	2014
Raw materials and construction materials	$ 23,239	$ 23,330
Work in process	14,306	23,524
	$ 37,545	$ 46,854

NOTE 7 - PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment in the accompanying Consolidated Balance Sheets consisted of the following amounts as of December 31, 2015 and 2014 (in thousands):

	2015	2014
Machinery and equipment	$ 123,211	$ 120,528
Vehicles	51,673	45,036
Furniture and fixtures	20,730	20,693
Computer hardware/software	95,993	89,638
Land, buildings and leasehold improvements	88,877	81,206
Construction in progress	5,688	6,926
	386,172	364,027
Accumulated depreciation and amortization	(264,154)	(241,849)
	$ 122,018	$ 122,178

Depreciation and amortization expense related to property, plant and equipment, including capital leases, was $36.3 million, $36.5 million and $36.3 million for the years ended December 31, 2015, 2014 and 2013, respectively.

NOTE 8 - GOODWILL AND IDENTIFIABLE INTANGIBLE ASSETS

Goodwill at December 31, 2015 and 2014 was approximately $843.2 million and $834.1 million, respectively, and reflects the excess of cost over fair market value of net identifiable assets of companies acquired. Goodwill attributable to companies acquired in 2015 has been valued at $9.1 million. No companies were acquired in 2014. ASC Topic 805, "Business Combinations" ("ASC 805") requires that all business combinations be accounted for using the acquisition method and that certain identifiable intangible assets acquired in a business combination be recognized as assets apart from goodwill. ASC Topic 350, "Intangibles-Goodwill and Other" ("ASC 350") requires goodwill and other identifiable intangible assets with indefinite useful lives not be amortized, such as trade names, but instead tested at least annually for impairment (which we test each October 1, absent any impairment indicators) and be written down if impaired. ASC 350 requires that goodwill be allocated to its respective reporting unit and that identifiable intangible assets with finite lives be amortized over their useful lives. As of December 31, 2015, approximately 45.6% of our goodwill related to our United States industrial services segment, approximately 27.1% of our goodwill related to our United States building services segment, approximately 26.8% related to our United States mechanical construction and facilities services segment and approximately 0.5% related to our United States electrical construction and facilities services segment.

We test for impairment of goodwill at the reporting unit level. Our reporting units are consistent with the reportable segments identified in Note 17, "Segment Information", of the notes to consolidated financial statements. In assessing whether our goodwill is impaired, we utilize the two-step process as prescribed by ASC 350. The first step of this test compares the fair value of the reporting unit, determined based upon discounted estimated future cash flows, to the carrying amount, including goodwill. If the fair value exceeds the carrying amount, no further analysis is required and no impairment loss is recognized. If the carrying amount of the reporting unit exceeds the fair value, the goodwill of the reporting unit is potentially impaired and step two of the goodwill impairment test would need to be performed to measure the amount of an impairment loss, if any. In the second step, the impairment is computed by comparing the implied fair value of the reporting unit's goodwill with the carrying amount of the goodwill. If the carrying amount of the reporting unit's goodwill is greater than the implied fair value of its goodwill, an impairment loss in the amount of the excess is recognized and charged to operations. The weighted average cost of capital used in our annual testing for

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 8 - GOODWILL AND IDENTIFIABLE INTANGIBLE ASSETS - (Continued)

impairment as of October 1, 2015 was 11.1%, 11.1% and 11.0% for our domestic construction segments, our United States building services segment and our United States industrial services segment, respectively. The perpetual growth rate used for our annual testing was 2.7% for all of our domestic segments. Unfavorable changes in these key assumptions may affect future testing results and cause us to fail step one of the goodwill impairment testing process. For example, keeping all other assumptions constant, a 50 basis point increase in the weighted average costs of capital would cause the estimated fair value of our United Stated industrial services segment to approach its carrying value. A 50 basis point increase in the weighted average costs of capital would not significantly reduce the excess of the estimated fair value compared to the carrying value for any of our other domestic segments. In addition, keeping all other assumptions constant, a 50 basis point reduction in the perpetual growth rate would not significantly reduce the excess of the estimated fair value compared to the carrying value for any of our domestic segments. For the years ended December 31, 2015, 2014 and 2013, no impairment of our goodwill was recognized.

We also test for the impairment of trade names that are not subject to amortization by calculating the fair value of such trade names using the "relief from royalty payments" methodology. This approach involves two steps: (a) estimating reasonable royalty rates for each trade name and (b) applying these royalty rates to a net revenue stream and discounting the resulting cash flows to determine fair value. This fair value is then compared with the carrying value of each trade name. If the carrying amount of the trade name is greater than the implied fair value of the trade name, an impairment in the amount of the excess is recognized and charged to operations. For the years ended December 31, 2015 and 2013, no impairment of our trade names was recognized. The annual impairment review of our trade names for the year ended December 31, 2014 resulted in a $1.5 million non-cash impairment charge as a result of a change in the fair value of subsidiary trade names associated with certain prior acquisitions reported within our United States mechanical construction and facilities services segment and our United States building services segment.

In addition, we review for the impairment of other identifiable intangible assets that are being amortized whenever facts and circumstances indicate that their carrying values may not be fully recoverable. This test compares their carrying values to the undiscounted pre-tax cash flows expected to result from the use of the assets. If the assets are impaired, the assets are written down to their fair values, generally determined based on their future discounted cash flows. For the years ended December 31, 2015, 2014 and 2013, no impairment of our other identifiable intangible assets was recognized.

Our development of the present value of future cash flow projections used in impairment testing is based upon assumptions and estimates by management from a review of our operating results, business plans, anticipated growth rates and margins and weighted average cost of capital, among others. Those assumptions and estimates can change in future periods, and other factors used in assessing fair value are outside the control of management, such as interest rates. There can be no assurances that our estimates and assumptions made for purposes of our goodwill and identifiable intangible asset impairment testing will prove to be accurate predictions of the future. If our assumptions regarding future business performance plans or anticipated growth rates and/or margins are not achieved, or there is a rise in interest rates, we may be required to record goodwill and/or identifiable intangible asset impairment charges in future periods. It is not possible at this time to determine if any such future impairment charge would result or, if it does, whether such a charge would be material.

The changes in the carrying amount of goodwill by reportable segments during the years ended December 31, 2015 and 2014 were as follows (in thousands):

	United States electrical construction and facilities services segment	United States mechanical construction and facilities services segment	United States building services segment	United States industrial services segment	Total
Balance at December 31, 2013	$ 3,823	$ 217,255	$ 229,204	$ 384,543	$ 834,825
Acquisitions, sales and purchase price adjustments	—	—	(819)	96	(723)
Balance at December 31, 2014	3,823	217,255	228,385	384,639	834,102
Acquisitions, sales and purchase price adjustments	—	8,816	252	—	9,068
Balance at December 31, 2015	$ 3,823	$ 226,071	$ 228,637	$ 384,639	$ 843,170

The aggregate goodwill balance as of December 31, 2013 included $210.6 million of accumulated impairment charges, which were comprised of $139.5 million within the United States building services segment and $71.1 million within the United States industrial services segment.

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 8 - GOODWILL AND IDENTIFIABLE INTANGIBLE ASSETS - (Continued)

Identifiable intangible assets as of December 31, 2015 and 2014 consist of the following (in thousands):

	December 31, 2015			
	Gross Carrying Amount	Accumulated Amortization	Accumulated Impairment Charge	Total
Contract backlog	$ 47,745	$ (47,745)	$ —	$ —
Developed technology/Vendor network	95,661	(40,482)	—	55,179
Customer relationships	430,356	(141,695)	(4,834)	283,827
Non-competition agreements	10,220	(9,832)	—	388
Trade names (amortized)	21,248	(12,410)	—	8,838
Trade names (unamortized)	174,039	—	(49,437)	124,602
Total	$ 779,269	$ (252,164)	$ (54,271)	$ 472,834

	December 31, 2014			
	Gross Carrying Amount	Accumulated Amortization	Accumulated Impairment Charge	Total
Contract backlog	$ 47,620	$ (47,620)	$ —	$ —
Developed technology/Vendor network	95,661	(35,347)	—	60,314
Customer relationships	425,873	(112,457)	(4,834)	308,582
Non-competition agreements	9,980	(9,330)	—	650
Trade names (amortized)	21,248	(9,515)	—	11,733
Trade names (unamortized)	170,218	—	(49,437)	120,781
Total	$ 770,600	$ (214,269)	$ (54,271)	$ 502,060

Identifiable intangible assets attributable to companies acquired in 2015 have been valued at $8.7 million. No companies were acquired in 2014. See Note 3 - Acquisitions of Businesses of the notes to consolidated financial statements for additional information. The identifiable intangible amounts are amortized on a straight-line basis. The weighted average amortization periods for the unamortized balances remaining are, in the aggregate, approximately 11 years, which are comprised of the following: 11.5 years for developed technology/vendor network, 11 years for customer relationships, 1.5 years for non-competition agreements and 4 years for trade names.

Amortization expense related to identifiable intangible assets with finite lives was $37.9 million, $38.0 million and $31.0 million for the years ended December 31, 2015, 2014 and 2013, respectively. The following table presents the estimated future amortization expense of identifiable intangible assets in the following years (in thousands):

2016	$ 37,380
2017	35,003
2018	32,835
2019	30,853
2020	30,671
Thereafter	181,490
	$ 348,232

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 9 - DEBT

Credit Facilities

Until November 25, 2013, we had a revolving credit agreement (the "2011 Credit Agreement") as amended, which provided for a revolving credit facility of $750.0 million. The 2011 Credit Agreement was effective November 21, 2011. Effective November 25, 2013, we amended and restated the 2011 Credit Agreement to provide for a $750.0 million revolving credit facility (the "2013 Revolving Credit Facility") and a $350.0 million term loan (the "Term Loan") (collectively referred to as the "2013 Credit Agreement") expiring November 25, 2018. The proceeds of the Term Loan were used to repay amounts drawn under the 2011 Credit Agreement. We may increase the 2013 Revolving Credit Facility to $1.05 billion if additional lenders are identified and/or existing lenders are willing to increase their current commitments; and we may allocate up to $250.0 million of available capacity under the 2013 Revolving Credit Facility to letters of credit for our account or for the account of our subsidiaries. The 2013 Credit Agreement is guaranteed by most of our direct and indirect subsidiaries and is secured by substantially all of our assets and most of the assets of most of our subsidiaries. The 2013 Revolving Credit Facility and the Term Loan contain various covenants providing for, among other things, maintenance of certain financial ratios and certain limitations on payment of dividends, common stock repurchases, investments, acquisitions, indebtedness and capital expenditures. We were in compliance with all such covenants as of December 31, 2015 and December 31, 2014. A commitment fee is payable on the average daily unused amount under the 2013 Revolving Credit Facility, which ranges from 0.20% to 0.30%, based on certain financial tests. The fee was 0.20% of the unused amount as of December 31, 2015. Borrowings under the 2013 Credit Agreement bear interest at (1) a rate which is the prime commercial lending rate announced by Bank of Montreal from time to time (3.50% at December 31, 2015) plus 0.25% to 0.75%, based on certain financial tests or (2) United States dollar LIBOR (0.42% at December 31, 2015) plus 1.25% to 1.75%, based on certain financial tests. The interest rate in effect at December 31, 2015 was 1.67%. Fees for letters of credit issued under the 2013 Revolving Credit Facility range from 1.25% to 1.75% of the respective face amounts of outstanding letters of credit and are computed based on certain financial tests. We capitalized approximately $3.0 million of debt issuance costs associated with the 2013 Credit Agreement. This amount is being amortized over the life of the agreement and is included as part of interest expense. We are required to make principal payments on the Term Loan in installments on the last day of March, June, September and December of each year, commencing with the calendar quarter ended March 31, 2014, in the amount of $4.4 million, with a final payment of all unpaid principal and interest due and payable on November 25, 2018. As of December 31, 2015 and December 31, 2014, the balance on the Term Loan was $315.0 million and $332.5 million, respectively. As of December 31, 2015 and December 31, 2014, we had approximately $99.0 million and $95.5 million of letters of credit outstanding, respectively. There were no borrowings outstanding under the 2013 Revolving Credit Facility as of December 31, 2015 and December 31, 2014.

Long-term debt in the accompanying Consolidated Balance Sheets consisted of the following amounts as of December 31, 2015 and 2014 (in thousands):

	2015	2014
Term Loan, interest payable at varying amounts through 2018	$ 315,000	$ 332,500
Capitalized Lease Obligations, at weighted average interest rates from 3.0% to 5.8% payable in varying amounts through 2020	3,869	2,883
Other, payable through 2019	44	57
	318,913	335,440
Less: current maturities	18,848	19,041
	$ 300,065	$ 316,399

Capitalized Lease Obligations

See Note 15 - Commitments and Contingencies of the notes to consolidated financial statements for additional information.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 10 - FAIR VALUE MEASUREMENTS

We use a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy, which gives the highest priority to quoted prices in active markets, is comprised of the following three levels:

Level 1 – Unadjusted quoted market prices in active markets for identical assets and liabilities.

Level 2 – Observable inputs, other than Level 1 inputs. Level 2 inputs would typically include quoted prices in markets that are not active or financial instruments for which all significant inputs are observable, either directly or indirectly.

Level 3 – Prices or valuations that require inputs that are both significant to the measurement and unobservable.

The following tables provide the assets and liabilities carried at fair value measured on a recurring basis as of December 31, 2015 and December 31, 2014 (in thousands):

	Assets at Fair Value as of December 31, 2015			
Asset Category	Level 1	Level 2	Level 3	Total
Cash and cash equivalents (1)	$ 486,831	$ —	$ —	$ 486,831
Restricted cash (2)	4,232	—	—	4,232
Deferred compensation plan assets (3)	7,497	—	—	7,497
Total	$ 498,560	$ —	$ —	$ 498,560

	Assets at Fair Value as of December 31, 2014			
Asset Category	Level 1	Level 2	Level 3	Total
Cash and cash equivalents (1)	$ 432,056	$ —	$ —	$ 432,056
Restricted cash (2)	6,474	—	—	6,474
Deferred compensation plan assets (3)	3,139	—	—	3,139
Total	$ 441,669	$ —	$ —	$ 441,669

(1) Cash and cash equivalents consist primarily of money market funds with original maturity dates of three months or less, which are Level 1 assets. At December 31, 2015 and 2014, we had $151.4 million and $156.7 million, respectively, in money market funds.

(2) Restricted cash is classified as "Prepaid expenses and other" in our consolidated balance sheets.

(3) Deferred compensation plan assets are classified as "Other assets" in our consolidated balance sheets.

We believe that the carrying values of our financial instruments, which include accounts receivable and other financing commitments, approximate their fair values due primarily to their short-term maturities and low risk of counterparty default. The carrying value of our debt associated with the 2013 Credit Agreement approximates its fair value due to the variable rate on such debt.

NOTE 11 - INCOME TAXES

Our 2015 income tax provision from continuing operations was $106.3 million compared to $103.5 million for 2014 and $82.3 million for 2013. The actual income tax rates on income from continuing operations before income taxes, less amounts attributable to noncontrolling interests, for the years ended December 31, 2015, 2014 and 2013, were 38.1%, 37.4% and 35.9%, respectively. The increase in the 2015 income tax provision compared to 2014 was predominantly due to certain increases in the state tax provision attributable to the mix of earnings and the effect of a change in the United Kingdom statutory tax rate on deferred tax assets. The increase in the 2014 income tax provision compared to 2013 was primarily due to the effect of increased income before income taxes and the 2013 reversal of reserves for previously unrecognized income tax benefits.

As of December 31, 2015 and 2014, the amount of unrecognized income tax benefits was $4.8 million and $5.2 million (of which $3.0 million, if recognized, would favorably affect our effective income tax rate), respectively.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 11 - INCOME TAXES - (Continued)

As of December 31, 2015 and 2014, we had an accrual of $0.4 million and $0.3 million for the payment of interest related to unrecognized income tax benefits included in the Consolidated Balance Sheets, respectively. During each of the years ended December 31, 2015 and 2014, we recognized approximately $0.1 million in interest expense related to our unrecognized income tax benefits. In addition, we reversed less than $0.1 million and $0.1 million of accrued interest expense related to our unrecognized income tax benefits for the years ended December 31, 2015 and 2014, respectively. As of December 31, 2015 and 2014, we had total income tax reserves included in "Other long-term liabilities" of $5.2 million and $5.5 million, respectively. We record interest expense on unrecognized tax benefits in income tax expense.

A reconciliation of the beginning and end of year unrecognized income tax benefits is as follows (in thousands):

	2015	2014
Balance at beginning of year	$ 5,203	$ 3,116
Additions based on tax positions related to the current year	611	1,053
Additions based on tax positions related to prior years	—	2,816
Reductions for tax positions of prior years	(1,053)	(1,162)
Reductions for expired statute of limitations	—	(620)
Balance at end of year	$ 4,761	$ 5,203

It is reasonably possible that approximately $4.1 million of unrecognized income tax benefits at December 31, 2015, primarily relating to uncertain tax positions attributable to tax return filing positions, may decrease in the next twelve months as a result of estimated settlements with taxing authorities and the expiration of applicable statutes of limitations.

We file income tax returns with the Internal Revenue Service and various state, local and foreign tax agencies. The Company is currently under examination by the Internal Revenue Service and various taxing authorities for the years 2008 through 2014. During the first quarter of 2014, the Internal Revenue Service finalized its audit of our federal income tax returns for the years 2010 through 2011. We agreed to and paid an assessment, for an immaterial amount, proposed by the Internal Revenue Service pursuant to such audit.

The income tax provision in the accompanying Consolidated Statements of Operations for the years ended December 31, 2015, 2014 and 2013 consisted of the following (in thousands):

	2015	2014	2013
Current:			
Federal provision	$ 94,405	$ 80,852	$ 60,449
State and local provisions	21,320	14,532	2,897
Foreign provision	831	2,396	7,083
	116,556	97,780	70,429
Deferred	(10,300)	5,748	11,857
	$ 106,256	$ 103,528	$ 82,286

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 11 - INCOME TAXES - (Continued)

Factors accounting for the variation from U.S. statutory income tax rates from continuing operations for the years ended December 31, 2015, 2014 and 2013 were as follows (in thousands):

	2015	2014	2013
Federal income taxes at the statutory rate	$ 97,588	$ 98,576	$ 81,448
Noncontrolling interests	(77)	(1,667)	(1,247)
State and local income taxes, net of federal tax benefits	12,590	9,944	9,446
State tax reserves	62	(38)	(6,529)
Permanent differences	3,096	2,961	3,226
Domestic manufacturing deduction	(6,604)	(5,008)	(4,778)
Foreign income taxes (including UK statutory rate changes)	(361)	(1,237)	1,183
Federal tax reserves	14	62	263
Other	(52)	(65)	(726)
	$ 106,256	$ 103,528	$ 82,286

The components of the net deferred income tax liability are included in "Prepaid expenses and other" of $36.0 million, "Other assets" of $11.3 million, and "Other long-term obligations" of $167.9 million at December 31, 2015, and the components of net deferred income tax liability are included in "Prepaid expenses and other" of $29.3 million, "Other assets" of $16.6 million, and "Other long-term obligations" of $173.7 million at December 31, 2014 in the accompanying Consolidated Balance Sheets.

The amounts recorded for the years ended December 31, 2015 and 2014 were as follows (in thousands):

	2015	2014
Deferred income tax assets:		
Excess of amounts expensed for financial statement purposes over amounts deducted for income tax purposes:		
Insurance liabilities	$ 58,582	$ 54,351
Pension liability	6,255	10,142
Deferred compensation	28,033	17,886
Other (including liabilities and reserves)	28,562	31,828
Total deferred income tax assets	121,432	114,207
Valuation allowance for deferred tax assets	(805)	(2,024)
Net deferred income tax assets	120,627	112,183
Deferred income tax liabilities:		
Costs capitalized for financial statement purposes and deducted for income tax purposes:		
Goodwill and identifiable intangible assets	(218,715)	(216,126)
Other, primarily depreciation of property, plant and equipment	(22,510)	(23,884)
Total deferred income tax liabilities	(241,225)	(240,010)
Net deferred income tax liabilities	$ (120,598)	$ (127,827)

We file a consolidated federal income tax return including all of our U.S. subsidiaries. As of December 31, 2015 and 2014, the total valuation allowance on net deferred income tax assets was approximately $0.8 million and $2.0 million, respectively, related to state and local net operating losses. The reason for the net decrease in the valuation allowance for 2015 was related to the utilization of state and local net operating loss carryforwards. Although realization is not assured, we believe it is more likely than not that the deferred income tax asset, net of the valuation allowance discussed above, will be realized. The amount of the deferred income tax asset considered realizable, however, could be reduced if estimates of future income are reduced.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 11 - INCOME TAXES - (Continued)

At December 31, 2015, we had trading losses for United Kingdom income tax purposes of approximately $23.4 million, which have no expiration date. Such losses are subject to review by the United Kingdom taxing authority. Realization of the deferred income tax assets is dependent on our generating sufficient taxable income. We believe that the deferred income tax assets will be realized through projected future income.

Income before income taxes from continuing operations for the years ended December 31, 2015, 2014 and 2013 consisted of the following (in thousands):

	2015	2014	2013
United States	$ 264,867	$ 265,529	$ 219,300
Foreign	13,956	16,116	13,409
	$ 278,823	$ 281,645	$ 232,709

As of December 31, 2015, we had undistributed foreign earnings from our United Kingdom subsidiary of approximately $21.9 million for which we have not recorded a deferred tax liability, as we have provided taxes on a significant portion of such earnings in prior periods and the earnings on which income taxes have not been provided are indefinitely reinvested. As of December 31, 2015, the amount of cash held in the United Kingdom was approximately $46.5 million which, if repatriated, should not result in any federal or state income taxes. As of December 31, 2015, we had undistributed foreign earnings from our Puerto Rico subsidiary of approximately $1.4 million for which we have not recorded a deferred tax liability as such earnings are indefinitely reinvested. As of December 31, 2015, the amount of cash held in Puerto Rico was approximately $3.0 million which, if repatriated, may result in federal and state income taxes of approximately $0.5 million.

NOTE 12 - COMMON STOCK

As of December 31, 2015 and December 31, 2014, there were 61,067,868 and 62,981,229 shares of our common stock outstanding, respectively.

We have paid quarterly dividends since October 25, 2011. In December 2013, our Board of Directors announced its intention to increase the regular quarterly dividend to $0.08 per share commencing with the dividend to be paid in the first quarter of 2014. We currently pay a regular quarterly dividend of $0.08 per share.

On September 26, 2011, our Board of Directors authorized us to repurchase up to $100.0 million of our outstanding common stock. On December 5, 2013, October 23, 2014 and October 28, 2015, our Board of Directors authorized us to repurchase up to an additional $100.0 million, $250.0 million and $200.0 million of our outstanding common stock, respectively. During 2015, we repurchased approximately 2.3 million shares of our common stock for approximately $112.3 million. Since the inception of these repurchase programs through December 31, 2015, we have repurchased 9.9 million shares of our common stock for approximately $395.9 million. As of December 31, 2015, there remained authorization for us to repurchase approximately $254.1 million of our shares. The repurchase programs do not obligate the Company to acquire any particular amount of common stock and may be suspended, recommenced or discontinued at any time or from time to time without prior notice. Repurchases may be made from time to time to the extent permitted by securities laws and other legal requirements, including provisions in our credit agreement placing limitations on such repurchases. The repurchase programs have been and will be funded from our operations.

NOTE 13 - SHARE-BASED COMPENSATION PLANS

We have an incentive plan under which stock options, stock awards, stock units and other share-based compensation may be granted to officers, non-employee directors and key employees of the Company. Under the terms of this plan, 3,250,000 shares were authorized and 1,849,266 shares are available for grant or issuance as of December 31, 2015. Any issuances under this plan are valued at the fair market value of the common stock on the grant date. The vesting and expiration of any stock option grants and the vesting schedule of any stock awards or stock units are determined by the Compensation and Personnel Committee of our Board of Directors at the time of the grant. Additionally, we have outstanding stock options that were issued under other plans, and no further grants may be made under those plans.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 13 - SHARE-BASED COMPENSATION PLANS - (Continued)

The following table summarizes activity regarding our stock options and awards of shares and stock units since December 31, 2012:

Stock Options			Restricted Stock Units		
	Shares	Weighted Average Price		Shares	Weighted Average Price
Balance, December 31, 2012	1,796,377	$ 17.15	Balance, December 31, 2012	588,907	$ 28.56
Granted	—	—	Granted	192,617	$ 36.26
Expired	—	—	Forfeited	(15,298)	$ 29.38
Exercised	(485,680)	$ 14.55	Vested	(155,423)	$ 27.77
Balance, December 31, 2013	1,310,697	$ 18.12	Balance, December 31, 2013	610,803	$ 31.17
Granted	—	—	Granted	176,418	$ 43.06
Expired	—	—	Forfeited	(500)	$ 43.76
Exercised	(743,923)	$ 13.52	Vested	(152,423)	$ 32.46
Balance, December 31, 2014	566,774	$ 24.15	Balance, December 31, 2014	634,298	$ 34.16
Granted	—	—	Granted	241,274	$ 45.23
Expired	(30,000)	$ 12.09	Forfeited	(3,587)	$ 29.56
Exercised	(230,048)	$ 26.71	Vested	(266,497)	$ 32.17
Balance, December 31, 2015	306,726	$ 23.42	Balance, December 31, 2015	605,488	$ 39.47

We recognized $8.8 million, $8.1 million and $6.9 million of compensation expense for stock units awarded to non-employee directors and employees pursuant to incentive plans for the years ended December 31, 2015, 2014 and 2013, respectively. We have $6.6 million of compensation expense, net of income taxes, which will be recognized over the remaining vesting periods of up to approximately four years. In addition, an aggregate of 93,399 restricted stock units granted to an employee and our non-employee directors vested as of December 31, 2015, but issuance has been deferred for certain periods up to five years or upon retirement.

All outstanding stock options were fully vested as of December 31, 2012; therefore, no compensation expense was recognized for the years ended December 31, 2015, 2014 and 2013.

As a result of stock option exercises, $3.8 million, $6.9 million and $5.2 million of proceeds were received during the years ended December 31, 2015, 2014 and 2013, respectively. The income tax benefit derived in 2015, 2014 and 2013 as a result of such exercises and share-based compensation was $1.6 million, $8.6 million and $5.2 million, respectively, of which $1.7 million, $8.3 million and $4.6 million, respectively, represented excess tax benefits. The total intrinsic value of options (the amounts by which the stock price exceeded the exercise price of the option on the date of exercise) that were exercised during 2015, 2014 and 2013 was $4.6 million, $23.5 million and $12.5 million, respectively.

At December 31, 2015, 2014 and 2013, 306,726 options, 566,774 options and 1,310,697 options were exercisable, respectively. The weighted average exercise price of exercisable options at December 31, 2015, 2014 and 2013 was approximately $23.42, $24.15 and $18.12, respectively. The total aggregate intrinsic value of options outstanding and exercisable as of December 31, 2015, 2014 and 2013 were approximately $7.6 million, $11.5 million and $31.9 million, respectively.

The following table summarizes information about our stock options as of December 31, 2015:

Stock Options Outstanding and Exercisable			
Range of Exercise Prices	Number	Weighted Average Remaining Life	Weighted Average Exercise Price
$20.42 - $20.54	110,000	1.41 Years	$20.43
$22.52 - $24.48	140,000	3.31 Years	$23.92
$27.39 - $29.26	56,726	0.54 Years	$27.96

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 13 - SHARE-BASED COMPENSATION PLANS - (Continued)

We have an employee stock purchase plan. Under the terms of this plan, the maximum number of shares of our common stock that may be purchased is 3,000,000 shares. Generally, our corporate employees and non-union employees of our United States subsidiaries are eligible to participate in this plan. Employees covered by collective bargaining agreements generally are not eligible to participate in this plan.

NOTE 14 - RETIREMENT PLANS

Defined Benefit Plans

Our United Kingdom subsidiary has a defined benefit pension plan covering all eligible employees (the "UK Plan"); however, no individual joining the company after October 31, 2001 may participate in the plan. On May 31, 2010, we curtailed the future accrual of benefits for active employees under this plan.

We account for our UK Plan and other defined benefit plans in accordance with ASC 715, "Compensation-Retirement Benefits" ("ASC 715"). ASC 715 requires that (a) the funded status, which is measured as the difference between the fair value of plan assets and the projected benefit obligations, be recorded in our balance sheet with a corresponding adjustment to accumulated other comprehensive income (loss) and (b) gains and losses for the differences between actuarial assumptions and actual results, and unrecognized service costs, be recognized through accumulated other comprehensive income (loss). These amounts will be subsequently recognized as net periodic pension cost.

The change in benefit obligations and assets of the UK Plan for the years ended December 31, 2015 and 2014 consisted of the following components (in thousands):

	2015	2014
Change in pension benefit obligation		
Benefit obligation at beginning of year	$ 332,806	$ 308,877
Interest cost	11,603	14,027
Actuarial (gain) loss	(21,707)	40,906
Benefits paid	(9,604)	(9,915)
Foreign currency exchange rate changes	(17,273)	(21,089)
Benefit obligation at end of year	295,825	332,806
Change in pension plan assets		
Fair value of plan assets at beginning of year	282,095	269,811
Actual return on plan assets	569	34,012
Employer contributions	5,631	6,028
Benefits paid	(9,604)	(9,915)
Foreign currency exchange rate changes	(15,136)	(17,841)
Fair value of plan assets at end of year	263,555	282,095
Funded status at end of year	$ (32,270)	$ (50,711)

The actuarial gain in 2015 and actuarial loss in 2014 resulted from fluctuations in corporate bond yields leading to changes in the discount rate assumptions as disclosed below.

Amounts not yet reflected in net periodic pension cost and included in accumulated other comprehensive loss:

	2015	2014
Unrecognized losses	$ 88,818	$ 102,673

The underfunded status of the UK Plan of $32.3 million and $50.7 million at December 31, 2015 and 2014, respectively, is included in "Other long-term obligations" in the accompanying Consolidated Balance Sheets. No plan assets are expected to be returned to us during the year ended December 31, 2016.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 14 - RETIREMENT PLANS - (Continued)

The weighted average assumptions used to determine benefit obligations as of December 31, 2015 and 2014 were as follows:

	2015	2014
Discount rate	3.8%	3.6%

The weighted average assumptions used to determine net periodic pension cost for the years ended December 31, 2015, 2014 and 2013 were as follows:

	2015	2014	2013
Discount rate	3.6%	4.6%	4.3%
Annual rate of return on plan assets	6.3%	6.7%	6.7%

The annual rate of return on plan assets has been determined by modeling possible returns using the actuary's portfolio return calculator and the fair value of plan assets. This models the long term expected returns of the various asset classes held in the portfolio and allows for the additional benefits of holding a diversified portfolio. For measurement purposes of the liability, the annual rates of inflation of covered pension benefits assumed for each of 2015 and 2014 was 2.0%.

The components of net periodic pension cost of the UK Plan for the years ended December 31, 2015, 2014 and 2013 were as follows (in thousands):

	2015	2014	2013
Interest cost	$ 11,603	$ 14,027	$ 12,326
Expected return on plan assets	(16,181)	(16,888)	(14,369)
Amortization of unrecognized loss	2,526	2,029	2,560
Net periodic pension cost	$ (2,052)	$ (832)	$ 517

Actuarial gains and losses are amortized using a corridor approach whereby cumulative gains and losses in excess of the greater of 10% of the pension benefit obligation or the fair value of plan assets are amortized over the average life expectancy of plan participants. The amortization period for 2015 was 27 years.

The reclassification adjustment, net of income taxes, for the UK Plan from accumulated other comprehensive loss into net periodic pension cost for the years ended December 31, 2015, 2014 and 2013 was approximately $2.0 million, $1.6 million and $2.0 million, respectively, which was classified as a component of "Cost of sales" and "Selling, general and administrative expenses" in the Consolidated Statements of Operations. The estimated unrecognized loss for the UK Plan that will be amortized from accumulated other comprehensive loss into net periodic pension cost over the next year is approximately $1.8 million, net of income taxes.

UK Plan Assets

The weighted average asset allocations and weighted average target allocations at December 31, 2015 and 2014 were as follows:

Asset Category	Target Asset Allocation	December 31, 2015	December 31, 2014
Equity securities	45.0%	43.3%	43.2%
Debt securities	55.0%	56.3%	56.6%
Cash	—%	0.4%	0.2%
Total	100.0%	100.0%	100.0%

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 14 - RETIREMENT PLANS - (Continued)

Plan assets of our UK Plan are invested in marketable equity and equity like securities through various funds. These funds invest in a diverse range of investments, trading in the United Kingdom, the United States and other international locations, such as Asia Pacific and other European locations. Debt securities are invested in funds that invest in UK corporate bonds and UK government bonds.

The following tables set forth by level, within the fair value hierarchy discussed in Note 10 - Fair Value Measurements, the fair value of assets of the UK Plan as of December 31, 2015 and 2014 (in thousands):

	Assets at Fair Value as of December 31, 2015			
Asset Category	Level 1	Level 2	Level 3	Total
Equity and equity like investments	$ —	$ 114,213	$ —	$ 114,213
Corporate bonds	—	114,434	—	114,434
Government bonds	—	34,011	—	34,011
Cash	897	—	—	897
Total	$ 897	$ 262,658	$ —	$ 263,555

	Assets at Fair Value as of December 31, 2014			
Asset Category	Level 1	Level 2	Level 3	Total
Equity and equity like investments	$ —	$ 121,739	$ —	$ 121,739
Corporate bonds	—	124,380	—	124,380
Government bonds	—	35,319	—	35,319
Cash	657	—	—	657
Total	$ 657	$ 281,438	$ —	$ 282,095

In regards to the plan assets of our UK Plan, investment amounts have been allocated within the fair value hierarchy across all three levels. The characteristics of the assets that sit within each level are summarized as follows:

Level 1-This asset represents cash.

Level 2-These assets are a combination of the following:

(a) Assets that are not exchange traded but have a unit price that is based on the net asset value of the fund. The unit prices are not quoted but the underlying assets held by the fund are either:

(i) held in a variety of listed investments

(ii) held in UK treasury bonds or corporate bonds with the asset value being based on fixed income streams. Some of the underlying bonds are also listed on regulated markets.

It is the value of the underlying assets that have been used to calculate the unit price of the fund.

(b) Assets that are not exchange traded but have a unit price that is based on the net asset value of the fund. The unit prices are quoted. The underlying assets within these funds comprise cash or assets that are listed on a regulated market (i.e., the values are based on observable market data) and it is these values that are used to calculate the unit price of the fund.

Level 3-Assets that are not exchange traded but have a unit price that is based on the net asset value of the fund. The unit prices are not quoted and are not available on any market.

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 14 - RETIREMENT PLANS - (Continued)

The table below sets forth a summary of changes in the fair value of the UK Plan's Level 3 assets for the years ended December 31, 2015 and 2014 (in thousands):

Equity and Equity Like Investments	2015	2014
Start of year balance	$ —	$ 5,196
Actual return on plan assets, relating to assets still held at reporting date	—	—
Purchases, sales and settlements, net	—	(4,889)
Change due to exchange rate changes	—	(307)
End of year balance	$ —	$ —

The investment policies and strategies for the plan assets are established by the plan trustees (who are independent of the Company) to achieve a reasonable balance between risk, likely return and administration expense, as well as to maintain funds at a level to meet minimum funding requirements. In order to ensure that an appropriate investment strategy is in place, an analysis of the UK Plan's assets and liabilities is completed periodically.

Cash Flows:

Contributions

Our United Kingdom subsidiary expects to contribute approximately $5.4 million to its UK Plan in 2016.

Estimated Future Benefit Payments

The following estimated benefit payments are expected to be paid in the following years (in thousands):

	Pension Benefits
2016	$ 9,509
2017	$ 9,869
2018	$ 10,974
2019	$ 11,717
2020	$ 11,842
Succeeding five years	$ 65,494

The following table shows certain information for the UK Plan where the accumulated benefit obligation is in excess of plan assets as of December 31, 2015 and 2014 (in thousands):

	2015	2014
Projected benefit obligation	$ 295,825	$ 332,806
Accumulated benefit obligation	$ 295,825	$ 332,806
Fair value of plan assets	$ 263,555	$ 282,095

We also sponsor two U.S. defined benefit plans in which participation by new individuals is frozen. The benefit obligation associated with these plans as of December 31, 2015 and 2014 was approximately $7.0 million and $6.7 million, respectively. The estimated fair value of the plan assets as of December 31, 2015 and 2014 was approximately $4.9 million and $5.1 million, respectively. The plan assets are considered Level 1 assets within the fair value hierarchy and are predominantly invested in cash, equities, and equity and bond funds. The pension liability balances as of December 31, 2015 and 2014 are classified as "Other long-term obligations" in the accompanying Consolidated Balance Sheets. The measurement date for these two plans is December 31 of each year. The major assumptions used in the actuarial valuations to determine benefit obligations as of December 31, 2015 and 2014 included discount rates of 4.00% and 3.80% for 2015 and 4.50% and 4.30% for 2014 . Also, included was an expected rate of return of 7.00% for both 2015 and 2014. The reclassification adjustment, net of income taxes, from accumulated other comprehensive loss into net periodic pension cost for the years ended December 31, 2015, 2014 and 2013 was approximately $0.2 million, $0.2 million and $0.3 million, respectively, which was classified as a component of "Selling, general and administrative expenses" in the Consolidated Statements of Operations. The estimated loss for these plans that will be amortized

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 14 - RETIREMENT PLANS - (Continued)

from accumulated other comprehensive loss into net periodic pension cost over the next year is approximately $0.2 million, net of income taxes. The future estimated benefit payments expected to be paid from the plans for the next ten years is approximately $0.4 million per year.

Multiemployer Plans

We participate in over 200 multiemployer pension plans ("MEPPs") that provide retirement benefits to certain union employees in accordance with various collective bargaining agreements ("CBAs"). As one of many participating employers in these MEPPs, we are responsible with the other participating employers for any plan underfunding. Our contributions to a particular MEPP are established by the applicable CBAs; however, our required contributions may increase based on the funded status of an MEPP and legal requirements of the Pension Protection Act of 2006 (the "PPA"), which requires substantially underfunded MEPPs to implement a funding improvement plan ("FIP") or a rehabilitation plan ("RP") to improve their funded status. Factors that could impact the funded status of an MEPP include, without limitation, investment performance, changes in the participant demographics, decline in the number of contributing employers, changes in actuarial assumptions and the utilization of extended amortization provisions.

An FIP or RP requires a particular MEPP to adopt measures to correct its underfunding status. These measures may include, but are not limited to: (a) an increase in our contribution rate as a signatory to the applicable CBA, (b) a reallocation of the contributions already being made by participating employers for various benefits to individuals participating in the MEPP and/or (c) a reduction in the benefits to be paid to future and/or current retirees. In addition, the PPA requires that a 5% surcharge be levied on employer contributions for the first year commencing shortly after the date the employer receives notice that the MEPP is in critical status and a 10% surcharge on each succeeding year until a CBA is in place with terms and conditions consistent with the RP.

We could also be obligated to make payments to MEPPs if we either cease to have an obligation to contribute to the MEPP or significantly reduce our contributions to the MEPP because we reduce our number of employees who are covered by the relevant MEPP for various reasons, including, but not limited to, layoffs or closure of a subsidiary assuming the MEPP has unfunded vested benefits. The amount of such payments (known as a complete or partial withdrawal liability) would equal our proportionate share of the MEPPs' unfunded vested benefits. We believe that certain of the MEPPs in which we participate may have unfunded vested benefits. Due to uncertainty regarding future factors that could trigger withdrawal liability, as well as the absence of specific information regarding the MEPP's current financial situation, we are unable to determine (a) the amount and timing of any future withdrawal liability, if any, and (b) whether our participation in these MEPPs could have a material adverse impact on our financial position, results of operations or liquidity. We did not record any withdrawal liability for the years ended December 31, 2015 and 2014. We recorded a withdrawal liability of approximately $0.1 million for the year ended December 31, 2013.

The following table lists all domestic MEPPs to which our contributions exceeded $2.0 million in 2015. Additionally, this table also lists all domestic MEPPs to which we contributed in 2015 in excess of $0.5 million for MEPPs in the critical status, "red zone" and $1.0 million in the endangered status, "orange or yellow zones", as defined by the PPA (in thousands):

Pension Fund	EIN/Pension Plan Number	PPA Zone Status [1]		FIP/RP Status	Contributions			Contributions greater than 5% of total plan contributions [2]	Expiration date of CBA
		2015	2014		2015	2014	2013		
Plumbers & Pipefitters National Pension Fund	52-6152779 001	Yellow	Yellow	Implemented	$ 12,021	$ 10,425	$ 12,509	No	January 2016 to August 2019
Sheet Metal Workers National Pension Fund	52-6112463 001	Yellow	Yellow	Implemented	10,891	9,977	9,476	No	April 2016 to June 2020
National Electrical Benefit Fund	53-0181657 001	Green	Green	N/A	8,513	7,985	7,986	No	February 2016 to September 2020
Pension, Hospitalization & Benefit Plan of the Electrical Industry-Pension Trust Account	13-6123601 001	Green	Green	N/A	7,543	6,219	6,189	No	May 2016 to January 2018

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 14 - RETIREMENT PLANS - (Continued)

Pension Fund	EIN/Pension Plan Number	PPA Zone Status [1]		FIP/RP Status	Contributions			Contributions greater than 5% of total plan contributions [2]	Expiration date of CBA
		2015	2014		2015	2014	2013		
National Automatic Sprinkler Industry Pension Fund	52-6054620 001	Red	Red	Implemented	6,697	6,000	4,226	No	March 2016 to June 2017
Central Pension Fund of the International Union of Operating Engineers and Participating Employers	36-6052390 001	Green	Green	N/A	6,465	6,518	6,296	No	January 2016 to November 2019
Electrical Contractors Association of the City of Chicago Local Union 134, IBEW Joint Pension Trust of Chicago Pension Plan 2	51-6030753 002	Green	Green	N/A	5,759	4,051	2,412	No	May 2016 to June 2016
Plumbers Pipefitters & Mechanical Equipment Service Local Union 392 Pension Plan	31-0655223 001	Red	Red	Implemented	5,554	4,962	4,128	Yes	June 2019
Sheet Metal Workers Pension Plan of Northern California	51-6115939 001	Red	Red	Implemented	4,851	3,467	3,658	No	June 2016 to June 2018
U.A. Local 393 Pension Trust Fund Defined Benefit	94-6359772 002	Green	Green	N/A	4,597	3,585	2,811	Yes	June 2016 to June 2018
Pipefitters Union Local 537 Pension Fund	51-6030859 001	Green	Green	N/A	3,939	2,981	3,690	Yes	January 2016 to August 2017
Northern California Pipe Trades Pension Plan	94-3190386 001	Green	Green	N/A	3,544	3,270	2,258	Yes	June 2016 to June 2018
Eighth District Electrical Pension Fund	84-6100393 001	Green	Green	N/A	3,411	2,695	3,005	Yes	February 2016 to May 2018
Southern California IBEW-NECA Pension Trust Fund	95-6392774 001	Orange	Yellow	Implemented	2,894	2,776	3,215	No	May 2016 to November 2019
Southern California Pipe Trades Retirement Fund	51-6108443 001	Green	Green	N/A	2,743	2,863	5,498	No	June 2016 to August 2019
Electrical Workers Local No. 26 Pension Trust Fund	52-6117919 001	Green	Green	N/A	2,620	2,880	2,878	Yes	June 2016 to July 2018
U.A. Plumbers Local 24 Pension Fund	22-6042823 001	Green	Green	N/A	2,431	1,998	1,330	Yes	April 2016
Sheet Metal Workers Pension Plan of Southern California, Arizona & Nevada	95-6052257 001	Red	Red	Implemented	2,310	1,824	1,271	No	June 2016 to June 2020
San Diego Electrical Pension Plan	95-6101801 001	Red	Green	Pending	2,109	1,878	2,162	Yes	September 2016 to May 2020
U.A. Local 38 Defined Benefit Pension Plan	94-1285319 001	Yellow	Yellow	Implemented	1,526	1,605	1,522	No	June 2016 to June 2017
Boilermaker-Blacksmith National Pension Trust	48-6168020 001	Yellow	Yellow	Implemented	1,367	1,177	1,828	No	April 2017 to September 2018
Plumbing & Pipe Fitting Local 219 Pension Fund	34-6682376 001	Red	Red	Implemented	1,262	1,107	1,142	Yes	May 2017
Building Trades United Pension Trust Fund Milwaukee and Vicinity	51-6049409 001	Yellow	Yellow	Implemented	1,111	1,033	918	No	May 2016

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 14 - RETIREMENT PLANS - (Continued)

Pension Fund	EIN/Pension Plan Number	PPA Zone Status (1)		FIP/RP Status	Contributions			Contributions greater than 5% of total plan contributions (2)	Expiration date of CBA
		2015	2014		2015	2014	2013		
Steamfitters Local Union No. 420 Pension Plan	23-2004424 001	Red	Red	Implemented	845	862	831	No	April 2017 to May 2017
U.A. Local 467 Defined Benefit Plan	94-2353807 005	Red	Red	Implemented	844	787	538	No	June 2016 to June 2018
Plumbers & Pipefitters Local 162 Pension Fund	31-6125999 001	Red	Red	Implemented (3)	814	818	770	Yes	May 2019
Other Multiemployer Pension Plans					40,395	44,248	48,724		Various
Total Contributions					$ 147,056	$ 137,991	$ 141,271		

(1) The zone status represents the most recent available information for the respective MEPP, which may be 2014 or earlier for the 2015 year and 2013 or earlier for the 2014 year.
(2) This information was obtained from the respective plans' Form 5500 ("Forms") for the most current available filing. These dates may not correspond with our fiscal year contributions. The above noted percentages of contributions are based upon disclosures contained in the plans' Forms. Those Forms, among other things, disclose the names of individual participating employers whose annual contributions account for more than 5% of the aggregate annual amount contributed by all participating employers for a plan year. Accordingly, if the annual contribution of two or more of our subsidiaries each accounted for less than 5% of such contributions, but in the aggregate accounted for in excess of 5% of such contributions, that greater percentage is not available and accordingly is not disclosed.
(3) For these respective plans, a funding surcharge was currently in effect for 2015.

The nature and diversity of our business may result in volatility in the amount of our contributions to a particular MEPP for any given period. That is because, in any given market, we could be working on a significant project and/or projects, which could result in an increase in our direct labor force and a corresponding increase in our contributions to the MEPP(s) dictated by the applicable CBA. When that particular project(s) finishes and is not replaced, the number of participants in the MEPP(s) who are employed by us would also decrease, as would our level of contributions to the particular MEPP(s). Additionally, the amount of contributions to a particular MEPP could also be affected by the terms of the CBA, which could require at a particular time, an increase in the contribution rate and/or surcharges. Our contributions to various MEPPs did not increase as a result of acquisitions made since 2013.

We also participate in two MEPPs that are located within the United Kingdom for which we have contributed $0.2 million, $0.2 million and $0.3 million for the years ended December 31, 2015, 2014 and 2013, respectively. The information that we have obtained relating to these plans is not as readily available and/or as comparable as the information that has been ascertained in the United States. Based upon the most recently available information, one of the plans is 100% funded, and the other plan is between 65% and less than 80% funded. A recovery plan has been put in place for the plan that is less than 80% funded, which requires higher contribution amounts to be paid by our UK operations.

Additionally, we contribute to certain multiemployer plans that provide post retirement benefits such as health and welfare benefits and/or defined contribution/annuity plans, among others. Our contributions to these plans approximated $108.1 million, $98.3 million and $93.5 million for the years ended December 31, 2015, 2014 and 2013, respectively. Our contributions to other post retirement benefit plans did not increase as a result of acquisitions made since 2013. The amount of contributions to these plans is also subject for the most part to the factors discussed above in conjunction with the MEPPs.

Defined Contribution Plans

We have defined contribution retirement and savings plans that cover eligible employees in the United States. Contributions to these plans are based on a percentage of the employee's base compensation. The expenses recognized for the years ended December 31, 2015, 2014 and 2013 for these plans were $26.5 million, $25.3 million and $22.6 million, respectively. At our discretion, we may make additional supplemental matching contributions to a defined contribution retirement and savings plan. The expenses recognized related to additional supplemental matching for the years ended December 31, 2015, 2014 and 2013 were $4.8 million, $4.3 million and $4.0 million, respectively.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 14 - RETIREMENT PLANS - (Continued)

Our United Kingdom subsidiary has defined contribution retirement plans. The expense recognized for the years ended December 31, 2015, 2014 and 2013 was $4.0 million, $4.5 million and $4.0 million, respectively.

NOTE 15 - COMMITMENTS AND CONTINGENCIES

Commitments

We lease land, buildings and equipment under various leases. The leases frequently include renewal options and escalation clauses and require us to pay for utilities, taxes, insurance and maintenance expenses.

Future minimum payments, by year and in the aggregate, under capital leases, non-cancelable operating leases and related subleases with initial or remaining terms of one or more years at December 31, 2015, were as follows (in thousands):

	Capital Leases	Operating Leases	Sublease Income
2016	$ 1,459	$ 58,918	$ 558
2017	837	47,670	257
2018	650	36,637	126
2019	1,093	28,199	63
2020	77	21,854	—
Thereafter	—	46,283	—
Total minimum lease payments	4,116	$ 239,561	$ 1,004
Amounts representing interest	(247)		
Present value of net minimum lease payments	$ 3,869		

Rent expense for operating leases and other rental items, including short-term equipment rentals charged to cost of sales for our construction contracts, for the years ended December 31, 2015, 2014 and 2013 was $122.0 million, $118.4 million and $118.6 million, respectively. Rent expense for the years ended December 31, 2015, 2014 and 2013 was reported net of sublease rental income of $1.2 million, $1.3 million and $1.2 million, respectively.

Contractual Guarantees

We have agreements with our executive officers and certain other key management personnel providing for severance benefits for such employees upon termination of their employment under certain circumstances.

From time to time in the ordinary course of business, we guarantee obligations of our subsidiaries under certain contracts. Generally, we are liable under such an arrangement only if our subsidiary fails to perform its obligations under the contract. Historically, we have not incurred any substantial liabilities as a consequence of these guarantees.

The terms of our construction contracts frequently require that we obtain from surety companies ("Surety Companies") and provide to our customers payment and performance bonds ("Surety Bonds") as a condition to the award of such contracts. The Surety Bonds secure our payment and performance obligations under such contracts, and we have agreed to indemnify the Surety Companies for amounts, if any, paid by them in respect of Surety Bonds issued on our behalf. In addition, at the request of labor unions representing certain of our employees, Surety Bonds are sometimes provided to secure obligations for wages and benefits payable to or for such employees. Public sector contracts require Surety Bonds more frequently than private sector contracts, and accordingly, our bonding requirements typically increase as the amount of public sector work increases. As of December 31, 2015, based on our percentage-of-completion of our projects covered by Surety Bonds, our aggregate estimated exposure, had there been defaults on all our then existing contractual obligations, was approximately $1.2 billion. The Surety Bonds are issued by Surety Companies in return for premiums, which vary depending on the size and type of bond.

We are subject to regulation with respect to the handling of certain materials used in construction, which are classified as hazardous or toxic by federal, state and local agencies. Our practice is to avoid participation in projects principally involving the remediation or removal of such materials. However, when remediation is required as part of our contract performance, we believe

NOTE 15 - COMMITMENTS AND CONTINGENCIES - (Continued)

we comply with all applicable regulations governing the discharge of material into the environment or otherwise relating to the protection of the environment.

At December 31, 2015, we employed approximately 29,000 people, approximately 56% of whom are represented by various unions pursuant to more than 375 collective bargaining agreements between our individual subsidiaries and local unions. We believe that our employee relations are generally good. Only two of these collective bargaining agreements are national or regional in scope.

Restructuring expenses were $0.8 million, $1.2 million and $0.6 million for 2015, 2014 and 2013, respectively. The 2015 restructuring expenses included $0.9 million of employee severance obligations and a reversal of $0.1 million relating to the termination of leased facilities. The 2014 restructuring expenses included $0.6 million of employee severance obligations and $0.6 million relating to the termination of leased facilities. The 2013 restructuring expenses included $0.5 million of employee severance obligations and $0.1 million relating to the termination of leased facilities. As of December 31, 2015, 2014 and 2013, the balance of our restructuring related obligations yet to be paid was $0.1 million, $0.3 million and $0.2 million, respectively. The majority of obligations outstanding as of December 31, 2014 and 2013 were paid during 2015 and 2014, respectively. The obligations outstanding as of December 31, 2015 will be paid during the first half of 2016.

The changes in restructuring activity by reportable segments during the years ended December 31, 2015 and December 31, 2014 were as follows (in thousands):

	United States electrical construction and facilities services segment	United States mechanical construction and facilities services segment	United States building services segment	Corporate Administration	Total
Balance at December 31, 2013	$ 30	$ 164	$ —	$ —	$ 194
Charges	638	230	—	300	1,168
Payments	(413)	(368)	—	(300)	(1,081)
Balance at December 31, 2014	255	26	—	—	281
Charges	(106)	6	924	—	824
Payments	(149)	(32)	(843)	—	(1,024)
Balance at December 31, 2015	$ —	$ —	$ 81	$ —	$ 81

A summary of restructuring expenses by reportable segments recognized for the year ended December 31, 2015 was as follows (in thousands):

	United States electrical construction and facilities services segment	United States mechanical construction and facilities services segment	United States building services segment	Corporate Administration	Total
Severance	$ —	$ 6	$ 924	$ —	$ 930
Leased facilities	(106)	—	—	—	(106)
Total charges	$ (106)	$ 6	$ 924	$ —	$ 824

Government Contracts

As a government contractor, we are subject to U.S. government audits and investigations relating to our operations, fines, penalties and compensatory and treble damages, and possible suspension or debarment from doing business with the government. Based on currently available information, we believe the outcome of ongoing government disputes and investigations will not have a material impact on our financial position, results of operations or liquidity.

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 15 - COMMITMENTS AND CONTINGENCIES - (Continued)

Legal Matters

One of our subsidiaries was a subcontractor to a mechanical contractor ("Mechanical Contractor") on a construction project where an explosion occurred. An investigation of the matter could not determine who was responsible for the explosion. As a result of the explosion, lawsuits have been commenced against various parties, but, to date, no lawsuits have been commenced against our subsidiary with respect to personal injury or damage to property as a consequence of the explosion. However, the Mechanical Contractor has asserted claims, in the context of an arbitration proceeding against our subsidiary, alleging that our subsidiary is responsible for a portion of the damages for which the Mechanical Contractor may be liable as a result of: (a) personal injury suffered by individuals as a result of the explosion and (b) the Mechanical Contractor's legal fees and associated management costs in defending against any and all such claims. In the most recent filing with the Arbitrator, the Mechanical Contractor has stated claims against our subsidiary for alleged violations of the Connecticut and Massachusetts Unfair and Deceptive Trade Practices Acts in the ongoing arbitration proceeding. Further, the general contractor (as assignee of the Mechanical Contractor) on the construction project, and for whom the Mechanical Contractor worked, has alleged that our subsidiary is responsible for losses asserted by the owner of the project and/or the general contractor because of delays in completion of the project and for damages to the owner's property. We believe, and have been advised by counsel, that we have a number of meritorious defenses to all such matters. We believe that the ultimate outcome of such matters will not have a material adverse effect on our consolidated financial position, results of operations or liquidity. Notwithstanding our assessment of the final impact of this matter, we are not able to estimate with any certainty the amount of loss, if any, which would be associated with an adverse resolution.

One of our subsidiaries, USM, Inc. ("USM"), doing business in California provides, among other things, janitorial services to its customers by having those services performed by independent janitorial companies. USM and one of its customers, which owns retail stores (the "Customer"), were co-defendants in a federal class action lawsuit brought by six employees of USM's California janitorial subcontractors. The action was commenced on September 5, 2013 in a Superior Court of California and was removed by USM on November 22, 2013 to the United States District Court for the Northern District of California. The employees alleged in their complaint, among other things, that USM and the Customer, during a period that began before our acquisition of USM, violated a California statute that prohibits USM from entering into a contract with a janitorial subcontractor when it knew or should have known that the contract did not include funds sufficient to allow the janitorial subcontractor to comply with all local, state and federal laws or regulations governing the labor or services to be provided. The employees asserted that the amounts USM paid to its janitorial subcontractors were insufficient to allow those janitorial subcontractors to meet their obligations regarding, among other things, wages due for all hours their employees worked, minimum wages, overtime pay and meal and rest breaks. These employees sought to represent not only themselves, but also all other individuals who provided janitorial services at the Customer's stores in California during the relevant four-year time period. We do not believe USM or the Customer violated the California statute or that the employees could have brought the action as a class action on behalf of other employees of janitorial companies with whom USM subcontracted for the provision of janitorial services to the Customer. The plaintiffs sought a declaratory judgment that USM had violated the California statute, monetary damages, including all unpaid wages and interest thereon, restitution for unpaid wages, and an award of attorneys' fees and costs.

USM and its Customer have settled claims asserted in the class action pursuant to the terms of a consent decree approved by the federal judge in the United States District Court for the Northern District of California on February 16, 2016, which followed a determination by the Court of the consent decree's fairness, adequacy and reasonableness. Under the terms of the consent decree, USM will (a) pay an aggregate of $1.0 million (i) for monetary relief to the members of the class, (ii) for awards to the class representative plaintiffs, (iii) for California Labor Code Private Attorney General Act payments to the State of California for an immaterial amount, and (iv) for all costs of notice and administration of the claims process, (b) pay to counsel for the class an aggregate of $1.3 million, of which $0.2 million has been allocated for their reimbursable costs and litigation expenses and $1.1 million has been allocated for attorneys' fees, and (c) monitor USM's California subcontractors providing janitorial services to its Customer in accordance with agreed upon procedures designed principally to ensure janitorial employees of those subcontractors are paid no less than minimum wage. The settlement amount was accrued for as of December 31, 2014. During 2015, a payment of $1.0 million was made to a third party claims administrator who was holding the funds pending approval by the Court of the consent decree, and the balance of $1.3 million was paid in February 2016 after final approval by the Court.

We are involved in several other proceedings in which damages and claims have been asserted against us. Other potential claims may exist that have not yet been asserted against us. We believe that we have a number of valid defenses to such proceedings and claims and intend to vigorously defend ourselves. We do not believe that any such matters will have a material adverse effect on our financial position, results of operations or liquidity. Litigation is subject to many uncertainties and the outcome of litigation is not predictable with assurance. It is possible that some litigation matters for which reserves have not been established could be

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 15 - COMMITMENTS AND CONTINGENCIES - (Continued)

decided unfavorably to us, and that any such unfavorable decisions could have a material adverse effect on our financial position, results of operations or liquidity.

NOTE 16 - ADDITIONAL CASH FLOW INFORMATION

The following presents information about cash paid for interest, income taxes and other non-cash financing activities for the years ended December 31, 2015, 2014 and 2013 (in thousands):

	2015	2014	2013
Cash paid during the year for:			
Interest	$ 7,668	$ 7,421	$ 10,568
Income taxes	$ 99,754	$ 88,277	$ 104,324
Non-cash financing activities:			
Assets acquired under capital lease obligations	$ 3,847	$ 93	$ 414

NOTE 17 - SEGMENT INFORMATION

We have the following reportable segments: (a) United States electrical construction and facilities services (involving systems for electrical power transmission and distribution; premises electrical and lighting systems; low-voltage systems, such as fire alarm, security and process control; voice and data communication; roadway and transit lighting; and fiber optic lines); (b) United States mechanical construction and facilities services (involving systems for heating, ventilation, air conditioning, refrigeration and clean-room process ventilation; fire protection; plumbing, process and high-purity piping; controls and filtration; water and wastewater treatment and central plant heating and cooling; cranes and rigging; millwrighting; and steel fabrication, erection and welding); (c) United States building services; (d) United States industrial services; and (e) United Kingdom building services. The "United States building services" and "United Kingdom building services" segments principally consist of those operations which provide a portfolio of services needed to support the operation and maintenance of customers' facilities, including commercial and government site-based operations and maintenance; facility maintenance and services, including reception, security and catering services; outage services to utilities and industrial plants; military base operations support services; mobile maintenance and services; floor care and janitorial services; landscaping, lot sweeping and snow removal; facilities management; vendor management; call center services; installation and support for building systems; program development, management and maintenance for energy systems; technical consulting and diagnostic services; infrastructure and building projects for federal, state and local governmental agencies and bodies; and small modification and retrofit projects, which services are not generally related to customers' construction programs. The segment "United States industrial services" principally consists of those operations which provide industrial maintenance and services, including those for refineries and petrochemical plants, including on-site repairs, maintenance and service of heat exchangers, towers, vessels and piping; design, manufacturing, repair and hydro blast cleaning of shell and tube heat exchangers and related equipment; refinery turnaround planning and engineering services; specialty welding services; overhaul and maintenance of critical process units in refineries and petrochemical plants; and specialty technical services for refineries and petrochemical plants.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 17 - SEGMENT INFORMATION - (Continued)

The following tables present information about industry segments and geographic areas for the years ended December 31, 2015, 2014 and 2013 (in thousands):

	2015	2014	2013
Revenues from unrelated entities:			
United States electrical construction and facilities services	$ 1,367,142	$ 1,311,988	$ 1,345,750
United States mechanical construction and facilities services	2,312,763	2,201,212	2,329,834
United States building services	1,739,259	1,721,341	1,794,978
United States industrial services	922,085	839,980	519,413
Total United States operations	6,341,249	6,074,521	5,989,975
United Kingdom building services	377,477	350,444	343,552
Total worldwide operations	$ 6,718,726	$ 6,424,965	$ 6,333,527
Total revenues:			
United States electrical construction and facilities services	$ 1,378,620	$ 1,326,547	$ 1,371,979
United States mechanical construction and facilities services	2,326,683	2,219,886	2,387,072
United States building services	1,794,086	1,762,697	1,839,129
United States industrial services	923,648	842,040	522,417
Less intersegment revenues	(81,788)	(76,649)	(130,622)
Total United States operations	6,341,249	6,074,521	5,989,975
United Kingdom building services	377,477	350,444	343,552
Total worldwide operations	$ 6,718,726	$ 6,424,965	$ 6,333,527
Operating income (loss):			
United States electrical construction and facilities services	$ 82,225	$ 90,873	$ 98,114
United States mechanical construction and facilities services	138,688	114,418	93,765
United States building services	70,532	65,885	67,225
United States industrial services	56,469	63,159	38,763
Total United States operations	347,914	334,335	297,867
United Kingdom building services	11,634	15,011	13,021
Corporate administration	(71,642)	(68,578)	(69,891)
Restructuring expenses	(824)	(1,168)	(647)
Impairment loss on identifiable intangible assets	—	(1,471)	—
Gain on sale of building	—	11,749	—
Total worldwide operations	287,082	289,878	240,350
Other corporate items:			
Interest expense	(8,932)	(9,075)	(8,769)
Interest income	673	842	1,128
Income from continuing operations before income taxes	$ 278,823	$ 281,645	$ 232,709

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 17 - SEGMENT INFORMATION - (Continued)

	2015	2014	2013
Capital expenditures:			
United States electrical construction and facilities services	$ 6,063	$ 6,671	$ 6,164
United States mechanical construction and facilities services	5,345	8,631	8,866
United States building services	7,233	10,589	7,579
United States industrial services	11,073	9,139	10,281
Total United States operations	29,714	35,030	32,890
United Kingdom building services	5,298	1,935	1,536
Corporate administration	448	1,070	1,071
Total worldwide operations	$ 35,460	$ 38,035	$ 35,497
Depreciation and amortization of Property, plant and equipment:			
United States electrical construction and facilities services	$ 4,676	$ 4,237	$ 3,640
United States mechanical construction and facilities services	7,624	7,600	7,280
United States building services	9,834	10,660	11,288
United States industrial services	9,629	9,839	8,781
Total United States operations	31,763	32,336	30,989
United Kingdom building services	3,603	3,305	4,477
Corporate administration	928	883	844
Total worldwide operations	$ 36,294	$ 36,524	$ 36,310
Costs and estimated earnings in excess of billings on uncompleted contracts:			
United States electrical construction and facilities services	$ 39,116	$ 32,464	$ 28,988
United States mechanical construction and facilities services	46,220	43,443	38,804
United States building services	20,959	18,555	14,957
United States industrial services	3,358	281	5
Total United States operations	109,653	94,743	82,754
United Kingdom building services	8,081	8,458	7,973
Total worldwide operations	$ 117,734	$ 103,201	$ 90,727
Billings in excess of costs and estimated earnings on uncompleted contracts:			
United States electrical construction and facilities services	$ 139,857	$ 114,422	$ 118,458
United States mechanical construction and facilities services	238,463	199,983	205,974
United States building services	44,476	38,059	30,827
United States industrial services	1,170	1,516	805
Total United States operations	423,966	353,980	356,064
United Kingdom building services	5,269	14,575	25,231
Total worldwide operations	$ 429,235	$ 368,555	$ 381,295

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 17 - SEGMENT INFORMATION - (Continued)

	2015	2014	2013
Long-lived assets:			
United States electrical construction and facilities services	$ 20,139	$ 18,792	$ 16,512
United States mechanical construction and facilities services	296,633	288,161	293,790
United States building services	378,367	392,364	406,498
United States industrial services	730,413	750,101	772,209
Total United States operations	1,425,552	1,449,418	1,489,009
United Kingdom building services	10,927	6,899	8,831
Corporate administration	1,543	2,023	1,896
Total worldwide operations	$ 1,438,022	$ 1,458,340	$ 1,499,736
Total assets:			
United States electrical construction and facilities services	$ 372,525	$ 332,150	$ 329,742
United States mechanical construction and facilities services	894,366	793,056	795,256
United States building services	721,653	737,082	756,785
United States industrial services	883,338	954,018	940,916
Total United States operations	2,871,882	2,816,306	2,822,699
United Kingdom building services	133,782	130,340	160,828
Corporate administration	540,806	442,321	482,388
Total worldwide operations	$ 3,546,470	$ 3,388,967	$ 3,465,915

The results of our United States mechanical construction and facilities services segment included revenues of $12.1 million recognized during the fourth quarter of 2015 as a result of the settlement of a claim on an institutional project located in the southeastern United States. Our United Kingdom building services segment recognized income of $4.8 million during the second quarter of 2014, which has been recorded as a reduction of "Cost of sales" in the Consolidated Statements of Operations for the year ended December 31, 2014, as a result of a reduction in the estimate of certain accrued contract costs that were no longer expected to be incurred within its building services operations. Our corporate administration operating loss for the year ended December 31, 2013 was reduced by the receipt of an insurance recovery of approximately $2.6 million that was received in January 2013 associated with a previously disposed of operation, which has been classified as a component of "Cost of sales" in the Consolidated Statements of Operations.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 18 - SELECTED UNAUDITED QUARTERLY INFORMATION

(In thousands, except per share data)

Quarterly and year-to-date computations of per share amounts are made independently; therefore, the sum of per share amounts for the quarters may not equal per share amounts for the year. The results of the construction operations of our United Kingdom segment for all periods are presented as discontinued operations.

	March 31	June 30	Sept. 30	Dec. 31
2015 Quarterly Results				
Revenues	$ 1,589,187	$ 1,652,585	$ 1,699,128	$ 1,777,826
Gross profit	$ 216,929	$ 239,527	$ 235,402	$ 252,621
Impairment loss on identifiable intangible assets	$ —	$ —	$ —	$ —
Gain on sale of building	$ —	$ —	$ —	$ —
Net income attributable to EMCOR Group, Inc.	$ 32,849	$ 46,849	$ 41,522	$ 51,066
Basic EPS from continuing operations	$ 0.53	$ 0.75	$ 0.66	$ 0.81
Basic EPS from discontinued operation	(0.01)	(0.00)	(0.00)	0.01
	$ 0.52	$ 0.75	$ 0.66	$ 0.82
Diluted EPS from continuing operations	$ 0.52	$ 0.74	$ 0.66	$ 0.80
Diluted EPS from discontinued operation	(0.00)	(0.00)	(0.00)	0.01
	$ 0.52	$ 0.74	$ 0.66	$ 0.81

	March 31	June 30	Sept. 30	Dec. 31
2014 Quarterly Results				
Revenues	$ 1,590,539	$ 1,552,919	$ 1,566,711	$ 1,714,796
Gross profit	$ 216,203	$ 220,241	$ 222,229	$ 248,573
Impairment loss on identifiable intangible assets	$ —	$ —	$ —	$ 1,471
Gain on sale of building	$ —	$ —	$ 11,749	$ —
Net income attributable to EMCOR Group, Inc.	$ 41,261	$ 39,913	$ 45,024	$ 42,466
Basic EPS from continuing operations	$ 0.64	$ 0.61	$ 0.68	$ 0.67
Basic EPS from discontinued operation	(0.03)	(0.02)	(0.01)	(0.01)
	$ 0.61	$ 0.59	$ 0.67	$ 0.66
Diluted EPS from continuing operations	$ 0.64	$ 0.61	$ 0.68	$ 0.66
Diluted EPS from discontinued operation	(0.03)	(0.02)	(0.01)	(0.01)
	$ 0.61	$ 0.59	$ 0.67	$ 0.65

Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders of EMCOR Group, Inc. and subsidiaries:

We have audited the accompanying consolidated balance sheets of EMCOR Group, Inc. and subsidiaries as of December 31, 2015 and 2014, and the related consolidated statements of operations, comprehensive income, equity and cash flows for each of the three years in the period ended December 31, 2015. Our audits also included the financial statement schedule listed in the Index at Item 15(a). These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of EMCOR Group, Inc. and subsidiaries at December 31, 2015 and 2014, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 2015, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), EMCOR Group, Inc. and subsidiaries' internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework) and our report dated February 25, 2016 expressed an unqualified opinion thereon.

Stamford, Connecticut
February 25, 2016

/s/ Ernst & Young LLP

Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders of EMCOR Group, Inc. and subsidiaries:

We have audited EMCOR Group, Inc. and subsidiaries' internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework) (the COSO criteria). EMCOR Group, Inc. and subsidiaries' management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, EMCOR Group, Inc. and subsidiaries maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of EMCOR Group, Inc. and subsidiaries as of December 31, 2015 and 2014, and the related consolidated statements of operations, comprehensive income, equity and cash flows for each of the three years in the period ended December 31, 2015 and our report dated February 25, 2016 expressed an unqualified opinion thereon.

Stamford, Connecticut
February 25, 2016

/s/ Ernst & Young LLP

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Not applicable.

ITEM 9A. CONTROLS AND PROCEDURES

Based on an evaluation of our disclosure controls and procedures (as required by Rules 13a-15(b) of the Securities Exchange Act of 1934), our President and Chief Executive Officer, Anthony J. Guzzi, and our Executive Vice President and Chief Financial Officer, Mark A. Pompa, have concluded that our disclosure controls and procedures (as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934) are effective as of the end of the period covered by this report.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Securities and Exchange Act of 1934). Our internal control over financial reporting is a process designed with the participation of our principal executive officer and principal financial officer or persons performing similar functions to provide reasonable assurance regarding the reliability of financial reporting and the preparation of our financial statements for external reporting purposes in accordance with U.S. generally accepted accounting principles.

Our internal control over financial reporting includes policies and procedures that: (a) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect our transactions and dispositions of assets, (b) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of our management and Board of Directors and (c) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on our financial statements.

Because of its inherent limitations, our disclosure controls and procedures may not prevent or detect misstatements. A control system, no matter how well conceived and operated, can only provide reasonable, not absolute, assurance that the objectives of the control system are met. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

As of December 31, 2015, our management conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework established in *Internal Control-Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). Based on this evaluation, management has determined that EMCOR's internal control over financial reporting is effective as of December 31, 2015.

The effectiveness of our internal control over financial reporting as of December 31, 2015 has been audited by Ernst & Young LLP, an independent registered public accounting firm, as stated in its report appearing in this Annual Report on Form 10-K, which such report expressed an unqualified opinion on the effectiveness of our internal control over financial reporting as of December 31, 2015.

Changes in Internal Control over Financial Reporting

In addition, our management with the participation of our principal executive officer and principal financial officer or persons performing similar functions has determined that no change in our internal control over financial reporting (as that term is defined in Rules 13(a)-15(f) and 15(d)-15(f) of the Securities Exchange Act of 1934) occurred during the fourth quarter of our fiscal year ended December 31, 2015 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

Not applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by this Item 10 with respect to directors is incorporated herein by reference to the Section of our definitive Proxy Statement for the 2016 Annual Meeting of Stockholders entitled "Election of Directors", which Proxy Statement is to be filed with the Securities and Exchange Commission pursuant to Regulation 14A not later than 120 days after the end of the fiscal year to which this Form 10-K relates (the "Proxy Statement"). The information required by this Item 10 concerning compliance with Section 16(a) of the Securities Exchange Act of 1934 is incorporated herein by reference to the section of the Proxy Statement entitled "Section 16(a) Beneficial Ownership Reporting Compliance". The information required by this Item 10 concerning the Audit Committee of our Board of Directors and Audit Committee financial experts is incorporated by reference to the section of the Proxy Statement entitled "Meetings and Committees of the Board of Directors" and "Corporate Governance". Information regarding our executive officers is contained in Part I of this Form 10-K following Item 4 under the heading "Executive Officers of the Registrant". We have adopted a Code of Ethics that applies to our Chief Executive Officer and our Senior Financial Officers, which is listed on the Exhibit Index.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this Item 11 is incorporated herein by reference to the sections of the Proxy Statement entitled "Compensation Discussion and Analysis", "Executive Compensation and Related Information", "Potential Post Employment Payments", "Director Compensation", "Compensation Committee Interlocks and Insider Participation" and "Compensation Committee Report".

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this Item 12 (other than the information required by Section 201(d) of Regulation S-K, which is set forth in Part II, Item 5 of this Form 10-K) is incorporated herein by reference to the sections of the Proxy Statement entitled "Security Ownership of Certain Beneficial Owners" and "Security Ownership of Management".

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE

The information required by this Item 13 is incorporated herein by reference to the sections of the Proxy Statement entitled "Compensation Committee Interlocks and Insider Participation" and "Corporate Governance".

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The information required by this Item 14 is incorporated herein by reference to the section of the Proxy Statement entitled "Ratification of Appointment of Independent Auditors".

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a)(1) The following consolidated financial statements of EMCOR Group, Inc. and Subsidiaries are filed as part of this report under Part II, Item 8. Financial Statements and Supplementary Data:

Financial Statements:

Consolidated Balance Sheets - December 31, 2015 and 2014

Consolidated Statements of Operations - Years Ended December 31, 2015, 2014 and 2013

Consolidated Statements Comprehensive Income - Years Ended December 31, 2015, 2014 and 2013

Consolidated Statements of Cash Flows - Years Ended December 31, 2015, 2014 and 2013

Consolidated Statements of Equity - Years Ended December 31, 2015, 2014 and 2013

Notes to Consolidated Financial Statements

Reports of Independent Registered Public Accounting Firm

(a)(2) The following financial statement schedule is included in this Form 10-K report: Schedule II - Valuation and Qualifying Accounts

All other schedules are omitted because they are not required, are inapplicable, or the information is otherwise shown in the consolidated financial statements or notes thereto.

(a)(3) For the list of exhibits, see the Exhibit Index immediately following the signature page hereof, which Exhibit Index is incorporated herein by reference.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: February 25, 2016

EMCOR GROUP, INC.
(Registrant)

BY: /s/ ANTHONY J. GUZZI
Anthony J. Guzzi
President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities indicated on February 25, 2016.

/s/ ANTHONY J. GUZZI **Anthony J. Guzzi**	President, Chief Executive Officer and Director (Principal Executive Officer)
/s/ MARK A. POMPA **Mark A. Pompa**	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)
/s/ STEPHEN W. BERSHAD **Stephen W. Bershad**	Chairman of the Board of Directors
/s/ JOHN W. ALTMEYER **John W. Altmeyer**	Director
/s/ DAVID A. B. BROWN **David A. B. Brown**	Director
/s/ LARRY J. BUMP **Larry J. Bump**	Director
/s/ RICHARD F. HAMM, JR. **Richard F. Hamm, Jr.**	Director
/s/ DAVID H. LAIDLEY **David H. Laidley**	Director
/s/ JERRY E. RYAN **Jerry E. Ryan**	Director
/s/ STEVEN B. SCHWARZWAELDER **Steven B. Schwarzwaelder**	Director
/s/ MICHAEL T. YONKER **Michael T. Yonker**	Director

SCHEDULE II - VALUATION AND QUALIFYING ACCOUNTS
(In thousands)

Description	Balance at Beginning of Year	Costs and Expenses	Additions Charged to Other [1]	Deductions [2]	Balance at End of Year
Allowance for doubtful accounts					
Year Ended December 31, 2015	$ 10,424	2,853	—	(2,102)	$ 11,175
Year Ended December 31, 2014	$ 11,890	2,918	—	(4,384)	$ 10,424
Year Ended December 31, 2013	$ 11,472	3,533	12	(3,127)	$ 11,890

(1) Amount principally relates to business acquisitions and divestitures, and the effect of exchange rate changes.

(2) Deductions primarily represent uncollectible balances of accounts receivable written off, net of recoveries.

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
2(a-1)	Purchase Agreement dated as of February 11, 2002 by and among Comfort Systems USA, Inc. and EMCOR-CSI Holding Co.	Exhibit 2.1 to EMCOR Group, Inc.'s ("EMCOR") Report on Form 8-K dated February 14, 2002
2(a-2)	Purchase and Sale Agreement dated as of August 20, 2007 between FR X Ohmstede Holdings LLC and EMCOR Group, Inc.	Exhibit 2.1 to EMCOR's Report on Form 8-K (Date of Report August 20, 2007)
2(a-3)	Purchase and Sale Agreement, dated as of June 17, 2013 by and among Texas Turnaround LLC, a Delaware limited liability company, Altair Strickland Group, Inc., a Texas corporation, Rep Holdings LLC, a Texas limited liability company, ASG Key Employee LLC, a Texas limited liability company, Repcon Key Employee LLC, a Texas limited liability company, Gulfstar MBII, Ltd., a Texas limited partnership, The Trustee of the James T. Robinson and Diana J. Robinson 2010 Irrevocable Trust, The Trustee of the Steven Rothbauer 2012 Descendant's Trust, The Co-Trustees of the Patia Strickland 2012 Descendant's Trust, The Co-Trustees of the Carter Strickland 2012 Descendant's Trust, and The Co-Trustees of the Walton 2012 Grandchildren's Trust (collectively, "Sellers") and EMCOR Group, Inc.	Exhibit 2.1 to EMCOR's Report on Form 8-K (Date of Report June 17, 2013)
3(a-1)	Restated Certificate of Incorporation of EMCOR filed December 15, 1994	Exhibit 3(a-5) to EMCOR's Registration Statement on Form 10 as originally filed March 17, 1995 ("Form 10")
3(a-2)	Amendment dated November 28, 1995 to the Restated Certificate of Incorporation of EMCOR	Exhibit 3(a-2) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 1995 ("1995 Form 10-K")
3(a-3)	Amendment dated February 12, 1998 to the Restated Certificate of Incorporation of EMCOR	Exhibit 3(a-3) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 1997 ("1997 Form 10-K")
3(a-4)	Amendment dated January 27, 2006 to the Restated Certificate of Incorporation of EMCOR	Exhibit 3(a-4) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2005 ("2005 Form 10-K")
3(a-5)	Amendment dated September 18, 2007 to the Restated Certificate of Incorporation of EMCOR	Exhibit A to EMCOR's Proxy Statement dated August 17, 2007 for Special Meeting of Stockholders held September 18, 2007
3(b)	Amended and Restated By-Laws	Exhibit 3(b) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 1998 ("1998 Form 10-K")
3(c)	Amendment to Article I, Section 6(c) and Section 6(j) of the Amended and Restated By-Laws	Exhibit 3.1 to EMCOR's Report on Form 8-K (Date of Report December 5, 2013)
4(a)	Fourth Amended and Restated Credit Agreement dated as of November 25, 2013 by and among EMCOR Group, Inc. and a subsidiary and Bank of Montreal, as Agent, and the lenders listed on the signature pages thereof (the "Credit Agreement")	Exhibit 4(a) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2013 ("2013 Form 10-K")
4(b)	Fourth Amended and Restated Security Agreement dated as of November 25, 2013 among EMCOR, certain of its U.S. subsidiaries, and Bank of Montreal, as Agent	Exhibit 4(b) to 2013 Form 10-K
4(c)	Fourth Amended and Restated Pledge Agreement dated as of November 25, 2013 among EMCOR, certain of its U.S. subsidiaries, and Bank of Montreal, as Agent	Exhibit 4(c) to 2013 Form 10-K
4(d)	Third Amended and Restated Guaranty Agreement dated as of November 25, 2013 by certain of EMCOR's U.S. subsidiaries in favor of Bank of Montreal, as Agent	Exhibit 4(d) to 2013 Form 10-K

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
10(a)	Form of Severance Agreement ("Severance Agreement") between EMCOR and each of Sheldon I. Cammaker, R. Kevin Matz and Mark A. Pompa	Exhibit 10.1 to the April 2005 Form 8-K
10(b)	Form of Amendment to Severance Agreement between EMCOR and each of Sheldon I. Cammaker, R. Kevin Matz and Mark A. Pompa	Exhibit 10(c) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended March 31, 2007 ("March 2007 Form 10-Q")
10(c)	Letter Agreement dated October 12, 2004 between Anthony Guzzi and EMCOR (the "Guzzi Letter Agreement")	Exhibit 10.1 to EMCOR's Report on Form 8-K (Date of Report October 12, 2004)
10(d)	Form of Confidentiality Agreement between Anthony Guzzi and EMCOR	Exhibit C to the Guzzi Letter Agreement
10(e)	Form of Indemnification Agreement between EMCOR and each of its officers and directors	Exhibit F to the Guzzi Letter Agreement
10(f-1)	Severance Agreement ("Guzzi Severance Agreement") dated October 25, 2004 between Anthony Guzzi and EMCOR	Exhibit D to the Guzzi Letter Agreement
10(f-2)	Amendment to Guzzi Severance Agreement	Exhibit 10(g-2) to the March 2007 Form 10-Q
10(g-1)	Continuity Agreement dated as of June 22, 1998 between Sheldon I. Cammaker and EMCOR ("Cammaker Continuity Agreement")	Exhibit 10(c) to the June 1998 Form 10-Q
10(g-2)	Amendment dated as of May 4, 1999 to Cammaker Continuity Agreement	Exhibit 10(i) to the June 1999 Form 10-Q
10(g-3)	Amendment dated as of March 1, 2007 to Cammaker Continuity Agreement	Exhibit 10(m-3) to the March 2007 Form 10-Q
10(h-1)	Continuity Agreement dated as of June 22, 1998 between R. Kevin Matz and EMCOR ("Matz Continuity Agreement")	Exhibit 10(f) to the June 1998 Form 10-Q
10(h-2)	Amendment dated as of May 4, 1999 to Matz Continuity Agreement	Exhibit 10(m) to the June 1999 Form 10-Q
10(h-3)	Amendment dated as of January 1, 2002 to Matz Continuity Agreement	Exhibit 10(o-3) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended March 31, 2002 ("March 2002 Form 10-Q")
10(h-4)	Amendment dated as of March 1, 2007 to Matz Continuity Agreement	Exhibit 10(n-4) to the March 2007 Form 10-Q
10(i-1)	Continuity Agreement dated as of June 22, 1998 between Mark A. Pompa and EMCOR ("Pompa Continuity Agreement")	Exhibit 10(g) to the June 1998 Form 10-Q
10(i-2)	Amendment dated as of May 4, 1999 to Pompa Continuity Agreement	Exhibit 10(n) to the June 1999 Form 10-Q
10(i-3)	Amendment dated as of January 1, 2002 to Pompa Continuity Agreement	Exhibit 10(p-3) to the March 2002 Form 10-Q
10(i-4)	Amendment dated as of March 1, 2007 to Pompa Continuity Agreement	Exhibit 10(o-4) to the March 2007 Form 10-Q
10(j-1)	Change of Control Agreement dated as of October 25, 2004 between Anthony Guzzi ("Guzzi") and EMCOR ("Guzzi Continuity Agreement")	Exhibit E to the Guzzi Letter Agreement
10(j-2)	Amendment dated as of March 1, 2007 to Guzzi Continuity Agreement	Exhibit 10(p-2) to the March 2007 Form 10-Q
10(j-3)	Amendment to Continuity Agreements and Severance Agreements with Sheldon I. Cammaker, Anthony J. Guzzi, R. Kevin Matz and Mark A. Pompa	Exhibit 10(q) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2008 ("2008 Form 10-K")

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
10(k-1)	Amendment dated as of March 29, 2010 to Severance Agreement with Sheldon I. Cammaker, Anthony J. Guzzi, R. Kevin Matz and Mark A. Pompa	Exhibit 10.1 to Form 8-K (Date of Report March 29, 2010) ("March 2010 Form 8-K")
10(k-2)	Third Amendment to Severance Agreement dated June 4, 2015 between EMCOR and Sheldon I. Cammaker	Exhibit 10(k-2) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 2015 ("June 2015 Form 10-Q")
10(l-1)	EMCOR Group, Inc. Long-Term Incentive Plan ("LTIP")	Exhibit 10 to Form 8-K (Date of Report December 15, 2005)
10(l-2)	First Amendment to LTIP and updated Schedule A to LTIP	Exhibit 10(s-2) to 2008 Form 10-K
10(l-3)	Second Amendment to LTIP	Exhibit 10.2 to March 2010 Form 8-K
10(l-4)	Third Amendment to LTIP	Exhibit 10(q-4) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended March 31, 2012 ("March 2012 Form 10-Q")
10(l-5)	Fourth Amendment to LTIP	Exhibit 10(l-5) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 2013
10(l-6)	Form of Certificate Representing Stock Units issued under LTIP	Exhibit 10(t-2) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2007 ("2007 Form 10-K")
10(l-7)	Fifth Amendment to LTIP	Filed herewith
10(l-8)	Sixth Amendment to LTIP	Filed herewith
10(m-1)	2003 Non-Employee Directors' Stock Option Plan	Exhibit A to EMCOR's Proxy Statement for its Annual Meeting held on June 12, 2003 ("2003 Proxy Statement")
10(m-2)	First Amendment to 2003 Non-Employee Directors' Plan	Exhibit 10(u-2) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2006 ("2006 Form 10-K")
10(n)	Key Executive Incentive Bonus Plan, as amended and restated	Exhibit B to EMCOR's Proxy Statement for its Annual Meeting held June 13, 2013
10(o)	Consents on December 15, 2009 to Transfer Stock Options by Non-Employee Directors	Exhibit 10(z) to 2009 Form 10-K
10(p-1)	2007 Incentive Plan	Exhibit B to EMCOR's Proxy Statement for its Annual Meeting held June 20, 2007
10(p-2)	Option Agreement dated December 13, 2007 under 2007 Incentive Plan between Jerry E. Ryan and EMCOR	Exhibit 10(h)(h-2) to 2007 Form 10-K
10(p-3)	Option Agreement dated December 15, 2008 under 2007 Incentive Plan between David Laidley and EMCOR	Exhibit 10.1 to Form 8-K (Date of Report December 15, 2008)
10(p-4)	Form of Option Agreement under 2007 Incentive Plan between EMCOR and each non-employee director electing to receive options as part of annual retainer	Exhibit 10(h)(h-3) to 2007 Form 10-K
10(q-1)	Amended and Restated 2010 Incentive Plan	Exhibit 10(q-1) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended September 30, 2015
10(q-2)	Form of Option Agreement under 2010 Incentive Plan between EMCOR and each non-employee director with respect to grant of options upon re-election at June 11, 2010 Annual Meeting of Stockholders	Exhibit 10(i)(i-2) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 2010
10(q-3)	Form of Option Agreement under 2010 Incentive Plan, as amended, between EMCOR and each non-employee director electing to receive options as part of annual retainer	Exhibit 10(q)(q) to 2011 Form 10-K

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
10(r)	EMCOR Group, Inc. Employee Stock Purchase Plan	Exhibit C to EMCOR's Proxy Statement for its Annual Meeting held June 18, 2008
10(s)	Form of Restricted Stock Award Agreement dated January 3, 2012 between EMCOR and each of Larry J. Bump, Albert Fried, Jr., Richard F. Hamm, Jr., David H. Laidley, Frank T. MacInnis, Jerry E. Ryan and Michael T. Yonker	Exhibit 10(m)(m) to 2011 Form 10-K
10(t-1)	Director Award Program Adopted May 13, 2011, as amended and restated December 14, 2011	Exhibit 10(n)(n) to 2011 Form 10-K
10(t-2)	Form of Amended and Restated Restricted Stock Award Agreement dated December 14, 2011 amending and restating restricted stock award agreement dated June 1, 2011 under Director Award Program with each of Stephen W. Bershad, David A.B. Brown, Larry J. Bump, Albert Fried, Jr., Richard F. Hamm, Jr., David H. Laidley, Jerry E. Ryan and Michael T. Yonker	Exhibit 10(o)(o) to 2011 Form 10-K
10(u)	Restricted Stock Unit Agreement dated May 9, 2011 between EMCOR and Anthony J. Guzzi	Exhibit 10(o)(o) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended September 30, 2011
10(v)	Amendment to Option Agreements	Exhibit 10(r)(r) to 2011 Form 10-K
10(w)	Form of Restricted Stock Unit Agreement dated March , 2012 between EMCOR and each of Sheldon I. Cammaker, R. Kevin Matz and Mark A. Pompa	Exhibit 10(o)(o) to the March 31, 2012 Form 10-Q
10(x)	Form of Non-LTIP Stock Unit Certificate	Exhibit 10(p)(p) to the March 31, 2012 Form 10-Q
10(y)	Form of Director Restricted Stock Unit Agreement	Exhibit 10(k)(k) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 2012 ("June 2012 Form 10-Q")
10(z)	Director Award Program, as Amended and Restated December 16, 2014	Exhibit 10(z) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2014
10(a)(a)	EMCOR Group, Inc. Voluntary Deferral Plan	Exhibit 10(e)(e) to 2012 Form 10-K
10(b)(b)	First Amendment to EMCOR Group, Inc. Voluntary Deferral Plan	Exhibit 10(e)(e) to 2013 Form 10-K
10(c)(c)	Form of Executive Restricted Stock Unit Agreement	Exhibit 10(f)(f) to 2012 Form 10-K
10(d)(d)	Restricted Stock Unit Award Agreement dated October 23, 2013 between EMCOR and Stephen W. Bershad	Exhibit 10(g)(g) to 2013 Form 10-K
10(e)(e)	Restricted Stock Unit Award Agreement dated June 11, 2014 between EMCOR and Stephen W. Bershad	Exhibit 10(g)(g) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 2014
10(f)(f)	Restricted Stock Unit Award Agreement dated June 11, 2015 between EMCOR and Stephen W. Bershad	Exhibit 10(f)(f) to the June 2015 Form 10-Q
10(g)(g)	Restricted Stock Unit Award Agreement dated October 29, 2015 between EMCOR and Steven B. Schwarzwaelder	Exhibit 10.1 to Form 8-K (Date of Report October 30, 2015)
10(h)(h)	Executive Compensation Recoupment Policy	Filed herewith
11	Computation of Basic EPS and Diluted EPS for the years ended December 31, 2015 and 2014	Note 5 of the Notes to the Consolidated Financial Statements
14	Code of Ethics of EMCOR for Chief Executive Officer and Senior Financial Officers	Exhibit 14 to 2003 Form 10-K
21	List of Significant Subsidiaries	Filed herewith
23.1	Consent of Ernst & Young LLP	Filed herewith

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
31.1	Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 by Anthony J. Guzzi, the President and Chief Executive Officer	Filed herewith
31.2	Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 by Mark A. Pompa, the Executive Vice President and Chief Financial Officer	Filed herewith
32.1	Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 by the President and Chief Executive Officer	Furnished
32.2	Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 by the Executive Vice President and Chief Financial Officer	Furnished
95	Information concerning mine safety violations or other regulatory matters	Filed herewith
101	The following materials from EMCOR Group, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2015, formatted in XBRL (Extensible Business Reporting Language): (i) the Consolidated Balance Sheets, (ii) the Consolidated Statements of Operations, (iii) the Consolidated Statements of Comprehensive Income, (iv) the Consolidated Statements of Cash Flows, (v) the Consolidated Statements of Equity and (vi) the Notes to Consolidated Financial Statements.	Filed

Pursuant to Item 601(b)(4)(iii) of Regulation S-K, upon request of the Securities and Exchange Commission, the Registrant hereby undertakes to furnish a copy of any unfiled instrument which defines the rights of holders of long-term debt of the Registrant's subsidiaries.

EXHIBIT 10(I-7)

FIFTH AMENDMENT
TO THE
LONG TERM INCENTIVE PLAN
OF EMCOR GROUP, INC.

WHEREAS, the EMCOR Group, Inc. Long Term Incentive Plan was adopted in 2005 and has since been amended (the aforesaid plan, as amended, the LTIP);

WHEREAS, Section 8.1 of the LTIP provided that the Board of Directors of EMCOR Group, Inc. (the "Board") may amend the LTIP, subject to the terms of Section 8.1; and

WHEREAS, the Board has determined that the LTIP shall be further amended as provide below;

NOW, THEREFORE, the Long Term Incentive Plan is hereby amended as follows:

1. Section 2 is hereby amended to add the following paragraph to the definition of Earnings Per Share:

"Earnings Per Share" for a Three Year Applicable Period commencing on or after January 1, 2015 shall mean the aggregate of the diluted earnings per share of the Company's Common Stock for each of such three years, as reported in the Company's "Consolidated Statements of Operations" for such years in accordance with generally accepted accounting principles; provided, however, that in computing net income to arrive at any such year's earnings per share there shall be excluded from the calculation of such net income (a) non-cash charges associated with the write-down of balance sheet values of assets, (b) investment banking, consulting, legal, and accounting fees and related disbursements directly associated with any proposed or consummated (i) acquisition or investment or (ii) sale or disposition of Company assets or securities, (c) the effect of any changes in statutory tax rates from those in effect on March 29, 2010, (d) restructuring charges due to sale or closure of a subsidiary's business, (e) the cumulative effect of any change in accounting principles, (f) charges associated with withdrawal liabilities relating to multi-employer pension plans and lump sum type surcharges (as opposed to increases in hourly contribution rates) assessed by multi-employer pension plans, to ameliorate underfunding in their respective plans and (g) income or loss from discontinued operations; and provided further, however, that the Compensation Committee may, within the first 90 days of a Three Year Applicable Period, adjust any such period's Earnings Per Share, to the extent permitted under Section 162(m) of the Code, to omit the impact on such Earnings Per Share of extraordinary items, gains or losses on the acquisition or disposal of a business, and/or unusual or infrequently occurring events and transactions."

2. Except as hereinabove amended, the LTIP, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the 5th day of March 2015.

EMCOR GROUP, INC.

By: /s/ Anthony J. Guzzi
President and Chief Executive Officer

EXHIBIT 10(l-8)

SIXTH AMENDMENT
TO THE
LONG TERM INCENTIVE PLAN
OF EMCOR GROUP, INC.

WHEREAS, the EMCOR Group, Inc. Long Term Incentive Plan was adopted in 2005 and has since been amended (the aforesaid plan, as amended, the "LTIP");

WHEREAS, Section 8.1 of the LTIP provides that the Board of Directors of EMCOR Group, Inc. (the "Board") may amend the LTIP, subject to the terms of Section 8.1; and

WHEREAS, the Board has determined that the LTIP should be further amended as provided below;

NOW, THEREFORE, the LTIP is hereby amended as follows:

1. Effective January 1, 2016 new Section 9.14 is added to read as follows:

"9.14. Recoupment of Awards. All Performance Based Target Bonus awards, that may be granted with respect to Applicable Three Year Periods commencing on or after January 1, 2016, whether or not vested, will be subject to the Company's Executive Compensation Recoupment Policy, as such policy may be amended and in effect from time to time (the "Clawback Policy"). By participating in the Plan, including by receiving any award benefit or payment under the Plan, a Participant will be deemed to have agreed to comply promptly and in full with all terms and conditions of the Clawback Policy with respect to such award."

2. Except as hereinabove amended, the LTIP, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the 1st day of January 2016.

EMCOR GROUP, INC.

By: /s/ Anthony J. Guzzi
President and Chief Executive Officer

EXHIBIT 10(h)(h)

EMCOR Group, Inc.

EXECUTIVE COMPENSATION RECOUPMENT POLICY

The Board of Directors (the "Board") of EMCOR Group Inc. (the "Company") has adopted the following policy on the recoupment of executive compensation (the "policy"). References to the Board herein shall include any committee of the Board that has been delegated authority by the Board to administer and enforce this policy in accordance with its terms.

In the event that the Company is required to prepare an accounting restatement to correct an error that is material to its previously issued financial statements under the securities laws, with respect to any cash or equity-based bonus or other cash or equity-based incentive compensation that was granted, earned or became vested based wholly or in part upon the attainment of any financial reporting measure ("incentive-based compensation") during the three completed fiscal years immediately preceding the "required financial restatement date," the Board must seek reimbursement of the amount (computed without regard to any taxes paid) of any such incentive-based compensation awarded or paid to an Executive or effect the cancellation of unvested and vested equity awards previously granted to an Executive, if and to the extent the amount of such incentive-based compensation would have been lower had the level of achievement of the applicable financial reporting measure been calculated based on such restated financial results, unless the Board, or a duly authorized committee, thereof determines, after a reasonable attempt to recover such amount, that it would be impracticable to seek such recovery as a result of the imposition of undue costs on the Company or its shareholders or it would violate non-U.S. law.

The Board will seek the full amount of a recovery under this policy from an affected Executive, absent a determination by the Board in its sole discretion that such recovery would be impracticable. However, the Board has discretion to determine the form and timing of any such recovery, provided that such recovery is accomplished in a reasonably prompt manner. The Board will take such steps as it deems necessary in its sole discretion to ensure that all Executives subject to the policy agree to abide by its terms.

For purposes of this policy, the "required financial restatement date" is the earlier to occur of the date when the Board concludes, or reasonably should have concluded, that the Company's financial statements contained a material error or the date when a court, regulator or other legally authorized body directs the Company to issue a restatement to correct such a material error. For the avoidance of doubt, an Executive will be deemed to have received incentive-based compensation in the fiscal year when the financial reporting measure that is applicable, in whole or in part, to the incentive-based compensation award is attained, even if the Executive remains subject to additional payment conditions with respect to such award.

If the achievement of a certain financial reporting measure was considered in determining the incentive-based compensation awarded or paid to an Executive, but the incentive-based compensation was not awarded or paid on a formulaic basis such that the amount of any erroneously awarded incentive-based compensation cannot be determined directly from the information in the accounting restatement, the Board will determine in its sole discretion the recoverable amount based on its reasonable estimate of the effect of the financial restatement.

For purposes of this policy, an "Executive" shall mean any current or former employee who is, or was, an "officer" of the Company for purposes of Section 16 of the Securities and Exchange Act of 1934, as amended, at any time during the performance period applicable to the incentive-based compensation at issue.

The remedies under this policy are in addition to, and not in lieu of, any legal and equitable claims the Company may have or any actions that may be imposed by law enforcement agencies, regulators or other authorities. This policy will be administered in a manner that complies with applicable law and securities exchange listing requirements. The Company may adopt additional recoupment provisions in the future or amend existing requirements as required by law or regulation. Subject to the foregoing, the Board shall have the discretionary authority to make all determinations under this policy, including the authority to construe and apply all relevant terms, and may amend this policy at any time.

Date: December 15, 2015

EXHIBIT 11

SEE NOTE 5 TO THE ACCOMPANYING CONSOLIDATED FINANCIAL STATEMENTS FOR INFORMATION RELATING TO THE CALCULATION OF BASIC EPS AND DILUTED EPS.

EXHIBIT 21

LIST OF SIGNIFICANT SUBSIDIARIES

Dyn Specialty Contracting, Inc.
MES Holdings Corporation
EMCOR Construction Services, Inc.
EMCOR International, Inc.
EMCOR Mechanical/Electrical Services (East), Inc.
EMCOR (UK) Limited
EMCOR Group (UK) plc
EMCOR Facilities Services, Inc.
EMCOR-CSI Holding Co.
FR X Ohmstede Acquisitions Co.
RepconStrickland, Inc.

EXHIBIT 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

(1) Registration Statement (Form S-8 No. 333-168503) pertaining to the 2010 Incentive Plan of EMCOR Group, Inc.,

(2) Registration Statement (Form S-8 No. 333-152764) pertaining to the EMCOR Group, Inc. Employee Stock Purchase Plan,

(3) Registration Statement (Form S-8 No. 333-147015) pertaining to the 2007 Incentive Plan of EMCOR Group, Inc.,

(4) Registration Statement (Form S-8 No. 333-112940) pertaining to the EMCOR Group, Inc. Stock Option Agreements dated as of January 4, 1999, May 5, 1999, January 3, 2000, January 2, 2001, December 14, 2001, January 2, 2002, June 19, 2002, October 25, 2002, January 2, 2003, February 27, 2003, and January 2, 2004, the EMCOR Group, Inc. 2003 Non-Employee Directors' Stock Option Plan and the EMCOR Group, Inc. 2003 Management Stock Incentive Plan, and

(5) Registration Statement (Form S-8 No. 333-186926) pertaining to the EMCOR Group, Inc Voluntary Deferral Plan;

of our reports dated February 25, 2016, with respect to the consolidated financial statements and schedule of EMCOR Group, Inc. and subsidiaries, and the effectiveness of internal control over financial reporting of EMCOR Group, Inc. and subsidiaries, included in this Annual Report (Form 10-K) of EMCOR Group Inc. for the year ended December 31, 2015.

Stamford, Connecticut
February 25, 2016

/s/ Ernst & Young LLP

EXHIBIT 31.1

CERTIFICATION

I, Anthony J. Guzzi, certify that:

1. I have reviewed this annual report on Form 10-K of EMCOR Group, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)), and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 25, 2016

/s/ ANTHONY J. GUZZI

Anthony J. Guzzi
President and
Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION

I, Mark A. Pompa, certify that:

1. I have reviewed this annual report on Form 10-K of EMCOR Group, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)), and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 25, 2016

/s/ MARK A. POMPA

Mark A. Pompa
Executive Vice President
and Chief Financial Officer

EXHIBIT 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of EMCOR Group, Inc. (the "Company") on Form 10-K for the period ended December 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Anthony J. Guzzi, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 25, 2016

/s/ ANTHONY J. GUZZI

Anthony J. Guzzi
President and
Chief Executive Officer

EXHIBIT 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of EMCOR Group, Inc. (the "Company") on Form 10-K for the period ended December 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Mark A. Pompa, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 25, 2016

/s/ MARK A. POMPA

Mark A. Pompa
Executive Vice President
and Chief Financial Officer

EXHIBIT 95

MINE SAFETY DISCLOSURES

During the reporting period covered by this report, our subsidiary MOR-PPM, Inc. ("PPM") received one significant and substantial citation from the Mine Safety and Health Administration ("MSHA") for work performed at Unimin Corporation's Tunnel City Mine in Tomah, WI. The citation was subsequently terminated by MSHA. The total civil penalty assessed by MSHA related to PPM's work at the Tunnel City Mine for this reporting period was $1,788.00. PPM has no other disclosures to report under section 1503 for the Tunnel City Mine for the period covered by this report.

On December 1, 2015, PPM received an imminent danger order dated November 30, 2015 issued by MSHA under Section 107(a) of the Federal Mine Safety and Health Act of 1977 for work performed at the Blair Plant in Trempealeau County, Wisconsin. The order was terminated within minutes of it being issued and no employees or equipment were injured or damaged. No civil penalty has been assessed. PPM has no other disclosures to report under section 1503 for the Blair Plant for the period covered by this report.

During the reporting period covered by this report, PPM received two citations from MSHA for work performed at the Hi-Crush Wyeville Mine in Wyeville, Wisconsin. The order was subsequently terminated by MSHA. The total civil penalty assessed by MSHA related to PPM's work at the Wyeville Mine for this reporting period was $227.00. PPM has no other disclosures to report under section 1503 for the Wyeville Mine for the period covered by this report.

During the reporting period covered by this report, our subsidiary Southern Industrial Constructors, Inc. ("SIC") received a single proposed civil penalty assessment of $100.00 from MSHA related to work performed at 3M Corporation's Pittsboro Plant in Moncure, NC. The citation was subsequently terminated by MSHA. SIC has no other disclosures to report under section 1503 for the Pittsboro Plant for the period covered by this report.

B30-16

RO -2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND WELSBACH ELECTRIC CORP. OF L.I.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract H62162, NASSAU COUNTY OLD COUNTRY ROAD TRAFFIC SIGNALS -PHASE II - P.I.N. 0760.37, ["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of WELSBACH ELECTRIC CORP. OF L.I.

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

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

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be $ 4,922,122 now therefore be it

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

COUNTY OF NASSAU

Inter-Departmental Memo

TO: Office of the County Executive
Att: Rob Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: July 15, 2016

SUBJECT: **RECOMMENDATION OF AWARD**

Contract No: H62162

Title: **NASSAU COUNTY-OLD COUNTRY ROAD TRAFFIC SIGNALS -PHASE II, P.I.N. 0760.37**

Bids received on: August 25, 2015

I have examined the bids submitted for the contract mentioned above. Finding them to be in order, I recommend this contract be awarded to **Welsbach Electric Corp of L.I..,** as the lowest responsible bidder with a total bid amount of **$ 4,992,122.** In order to facilitate processing of the above referenced contract, I request that the attached "Request to Initiate" form be approved.

Shila Shah-Gavnoudias
Commissioner

REQUEST TO INITIATE RTI Number 15-0175

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: Old Country Road Signals Phase 2 (H62162)

Department: Public Works Project Manager: Jeff Lindgren Date: February 20, 2015

Service Requested: Authorization to advertise and let a Construction Contract to rebuild traffic signals along Old Country Road between Wantagh Parkway and Round Swamp Road.

Justification: This project will result in the improvement of signals and communications along Old Country Road from Wantagh Pky in Hicksville to Round Swamp Road in Plainview. The cost of this phase will be 80% reimbursable with Federal monies.

Requested by: Public Works / Traffic Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/**Construction**/CM/Equipment) $4,500,000
Circle appropriate phase

Total Project Cost: $4,900,000
Includes, design, construction and CM

Date Start Work: April 2015
Phase being requested

Duration: 18Months
Phase being requested

Capital Funding Approval: YES ☑ NO ☐ _____ SIGNATURE _____ DATE

Funding Allocation (Capital Project): 0216 2
See Attached Sheet if multiyear ☐

NIFS Entered : _____ SIGNATURE _____ DATE

AIM Entered: Cintron Fitzgerald 6/12/15 SIGNATURE DATE

Funding Code: 0216 2 035 use this on all encumbrances

Timesheet Code: 15-0175 001 use this on timesheets

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

Department Head Approval: YES ☑ NO ☐ _____ SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐ _____ SIGNATURE

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

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

DCE/Ops Approval: YES NO Signature _____

H62162 - Traffic Engineering
Old Country Road Traffic Signals - Phase 2 - Pin 0760.37

Bid Opening: 8 /25/2015

Engineer: Jeff Lindgren **Phone:** (516) 571-6998

Contractor	Address	Insurance	Payment	Bid Amount	Alternate Bid
Welsbach Electric of Long Island	300 Newtown Road Plainview, NY 11803	Travelers Casualty and Surety C	10% Amt Bid	$4,992,122.00	$0.00
Commander Electric, Inc.	P.O. Box 526 500 Johnson Avenue Bohemia, NY 11716	Liberty Mutual Insurance Comp	10% Amt Bid	$5,088,430.50	$0.00
Johnson Electrical Construction Corp.	263 Caleb's Path Hauppauge, NY 11788	The Ohio Casualty Insurance Co	10% Amt Bid	$5,129,388.00	$0.00

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

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Shila Shah-Gavnoudias, Commissioner

FROM: Kenneth G. Arnold, Assistant to Commissioner

DATE: March 15, 2016

SUBJECT: **RECOMMENDATION OF AWARD**

Contract No.: **H62162 / PIN 0760.37**

Title: **Old Country Road Signals Phase 2**

Engineer's Estimate: $5,555,368.50

Bids Received On: **August 25, 2015**

The bids received for the above referenced contract have been examined and the bid submitted by Welsbach Electric Corp of LI in the amount of $4,992,122.00 is acceptable as the lowest responsible bidder.

Since the low bid is below the engineer's estimate and adequate funds are available (Capital Project Number 62162), it is requested that the Recommendation of Award be prepared for the Commissioner's signature and forwarded to the County Executive for his action.

Attached herewith please find a completed Staff Summary form for your information and use.

Kenneth G. Arnold
Assistant to Commissioner

KGA:dmp

Attachment

c: Jeff P. Lindgren, Project Manager

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: March 11, 2015

SUBJECT: CSEA Notification of a Proposed DPW Contract
Old Country Road Signals Phase 2
Proposed Contract No: H62162

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

1. DPW plans to recommend a contract/agreement for the following services:
Construction services for: Old Country Road Signals Phases 2

2. The work involves the following:
Scope of work: The replacement of Traffic Control Equipment
The replacement of Fiber Optic Communications

3. An estimate of the cost is: $4,200,000.00

4. An estimate of the duration is: Eighteen (18) Months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

Kenneth G. Arnold
Assistant to Commissioner

KGA:WSN:AL:dmp
c: Christopher Fusco, Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
William S. Nimmo, Deputy Commissioner
Patricia Kivo, Unit Head, Human Resources
Aryeh Lemberger, Unit Head, Traffic Engineering Unit
Loretta Dionisio, Hydrogeologist II
Jeff Lindgren, Project Manager

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.

JOSEPH P. FIORILLO PRESIDENT/C.E.O.
Name and Title of Authorized Representative

m/d/yy

Signature

3/22/2016
Date

WELSBACH ELECTRIC Corp. OF L.I.
Name of Organization

300 NEWTOWN RD PLAINVIEW, NY 11803
Address of Organization

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

Instructions for Certification

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

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

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

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

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

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

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

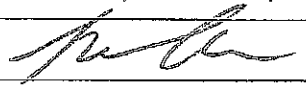
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person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

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

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	Welsbach Electric Corp. of L.I.
Address (street/city/state/zip code):	300 Newtown Road, Plainview, New York 11803
Authorized Representative (name/title):	Joseph P. Florio, President / C.E.O.
Authorized Signature:	
Contract Number:	H62162
Contract/Project Name:	Old Country Road Traffic Signals, Phase II
Contract/Project Description:	Modifications to existing traffic signal system along Old County Rd from Hicksville to Plainview

Part 2- Projected MBE/WBE Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	4,992,122.00		
Total MBE Dollar Amount	0.00	MBE Contract Percentage	0.00%
Total WBE Dollar Amount	780,148.00	WBE Contract Percentage	15.63%
Total Combined M/WBE Dollar Amount	780,148.00	Combined M/WBE Contract Percentage	15.63%

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

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

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

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Marbelite Equip Corp Address: 111 Squankum Yellowbrook Rd, Suite #3 City: Farmingdale State/Zip Code: NJ 07727 Authorized Representative: Melissa Verdoni Telephone No. (732) 551-1030	Provide materials needed to satisfy the contract plans & specs	Amount ($): $ 695,000.00 Award Date:	Start Date: 08/01/2016 Completion Date: 07/31/2017
Name: The FenceMan, Inc. Address: 43 Windsor Place City: Central Islip State/Zip Code: NY 11722 Authorized Representative: Ms. Samantha Kelly Telephone No. (631) 462-6676	Provide labor & materials to fulfill the roadway markings as detailed in the contract plans & specs	Amount ($): $ 85,148.00 Award Date:	Start Date: 05/01/2017 Completion Date: 07/31/2017
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

FORM OF BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned Welsbach Electric Corp. of L.I. 300 Newtown Road, Plainview, NY 11803

as Principal; and Travelers Casualty and Surety Company of America as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

Ten Percent of the Amount Bid dollars ($ 10% of Amt. Bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 23rd day of July, 2015

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

H62162

Contract No. PIN 0760.37 for the

Old Country Road Traffic Signals Phase 2, Hicksville to Plainview

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience

and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

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

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

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

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

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

Welsbach Electric Corp. of L.I.
Contractor

by _____ (L.S.) (Corporate seal of Contractor
Joseph P. Fano
Pres. Title if a corporation)

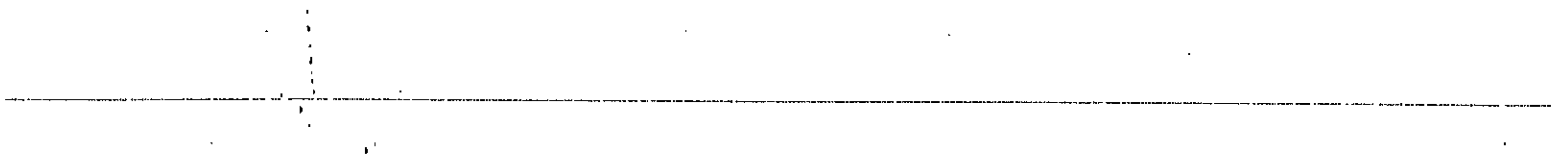
by _____ (L.S.)
Title

by _____ (L.S.)
Title

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183
Surety

by _____ (L.S.)
Title of Officer
Rita Sagistano, Attorney-In-Fact

~~Witness:~~ Witness: _____ (L.S.) (Corporate seal of Surety)



(Acknowledgment by Contractor if a corporation)

STATE OF NEW YORK)

)

ss.:
COUNTY OF NASSAU)

On this 28th day of July , 20 15 , before me personally came Joseph P. Florio to me known, who, being by me duly sworn, did depose and say for himself, that he resides in Kings Park, NY that he is the Pres./CEO of the Welsbach Electric Corp. of L.I. the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

DARLENE KUMMER
Notary Public, State of New York
No. 01KU6096716
Qualified in Suffolk County
Commission Expires August 4, 2018

(Acknowledgment by Contractor if a partnership)

STATE OF _____)

)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)

)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

Notary Public

(Acknowledgment by Surety Company)

STATE OF New York)

ss.:)
COUNTY OF Nassau)

On this 23rd day of July , 20 15 , before me personally came Rita Sagistano to me Known, who being by me duly sworn, did depose and say that he resides in Nassau County, NY

that he is the Attorney-In-Fact of the Travelers Casualty and Surety Company of America the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Camille Maitland further said that he is acquainted with Rita Sagistano and knows him to be the Attorney-In-Fact of said company; that the signature of the said Rita Sagistano subscribed to the within instrument is in the genuine handwriting of the said Rita Sagistano and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Camille Maitland

Camille Maitland
Notary Public

CAMILLE MAITLAND
Notary Public, State of New York
No. 01MA6006044
Qualified in Kings County
Commission Expires April 20, 2018

CAROLE MARLAND
Notary Public, State of New York
No. 01MA6[illegible]
Qualified in Kings County
Commission Expires April 20, 2019

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

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

It is hereby certified that

Travelers Casualty and Surety Company of America
of Hartford, Connecticut

a corporation organized under the laws of the State of Connecticut, and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $2,114,657,475.(Capital $6,480,000.) as is shown by its sworn financial statement for the year ended December 31, 2014, on file in this Department, prior to audit.

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

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 27th day of April, 2015.

Benjamin M. Lawsky
Superintendent

By Jacqueline Catalfamo

Jacqueline Catalfamo
Special Deputy Superintendent

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227925

Certificate No. 006262183

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Thomas Bean, Rita Sagistano, Gerard S. Macholz, Susan Lupski, Robert T. Pearson, Camille Maitland, George O. Brewster, Colette R. Chisholm, Virginia M. Lovett, Vincent A. Walsh, Lee Ferrucci, Desiree Cardlin, and Nelly Renchiwich

of the City of Uniondale, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of February, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 10th day of February, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of July, 20 15.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CT. 06183

ATTORNEY-IN-FACT JUSTIFICATION
PRINCIPAL'S ACKNOWLEDGMENT — IF A CORPORATION

State of New York, County of } ss.

On this day of , 20 , before me personally appeared to me known, who, being by me duly sworn, deposes and says: That he/she resides in the City of ; that he/she is the of , the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

PRINCIPAL'S ACKNOWLEDGMENT — IF INDIVIDUAL OR FIRM

State of New York, County of } ss.

On this day of , 20 , before me personally appeared to me known to be (the individual) (one of the firm of) described in and who executed the within instrument, and he/she thereupon duly acknowledged to me that he/she executed the same (as the act and deed of said firm).

SURETY COMPANY'S ACKNOWLEDGMENT

State of New York, County of **Nassau** } ss.

On this **23rd** day of **July** , 20 **15** , before me personally appeared **Rita Sagistano** to me known, who, being by me duly sworn, did depose and say: That he/she resides in **XXXXX** **Nassau County, NY** ; that he/she is Attorney-In-Fact of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said Company; that the seal affixed to said instrument is such corporate seal; and that he/she signed said instrument as Attorney-In-Fact by authority of the Board of Directors of said Company; and affiant did further depose and say that the Superintendent of Insurance of the State of New York has, pursuant to Chapter 882 of the Laws of the State of New York for the year 1939, constituting chapter 28 of the Consolidating Laws of the State of New York as the Insurance Law as amended, issued to TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA his/her certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that such certificate has not been revoked.

Camille Maitland
Notary Public

CAMILLE MAITLAND
Notary Public, State of New York
No. 01MA6006044
Qualified in Kings County
Commission Expires April 20, 2018

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2014
AS FILED WITH THE INSURANCE DEPT. OF THE STATE OF NEW YORK
CAPITAL STOCK $ 6,460,000

ASSETS		LIABILITIES	
CASH AND INVESTED CASH	$ 127,187,263	UNEARNED PREMIUMS	$ 655,348,712
BONDS	3,411,436,937	LOSSES	680,158,443
STOCKS	328,631,679	LOSS ADJUSTMENT EXPENSES	356,811,923
INVESTMENT INCOME DUE AND ACCRUED	45,277,103	COMMISSIONS	34,142,046
OTHER INVESTED ASSETS	4,019,416	TAXES, LICENSES AND FEES	11,534,866
PREMIUM BALANCES	208,982,904	OTHER EXPENSES	40,097,495
NET DEFERRED TAX ASSET	62,639,844	CURRENT FEDERAL AND FOREIGN INCOME TAXES	24,133,569
REINSURANCE RECOVERABLE	17,397,751	REMITTANCES AND ITEMS NOT ALLOCATED	11,062,682
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	8,224,694	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	41,744,898
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	9,057,199	RETROACTIVE REINSURANCE RESERVE ASSUMED	853,430
OTHER ASSETS	3,078,655	POLICYHOLDER DIVIDENDS	7,378,699
		PROVISION FOR REINSURANCE	3,416,505
		ADVANCE PREMIUM	1,327,118
		PAYABLE FOR SECURITIES	4,590,766
		PAYABLE FOR SECURITIES LENDING	8,224,694
		CEDED REINSURANCE NET PREMIUMS PAYABLE	26,084,142
		ESCHEAT LIABILITY	1,136,046
		OTHER ACCRUED EXPENSES AND LIABILITIES	421,157
		TOTAL LIABILITIES	$ 2,110,578,190
		CAPITAL STOCK	$ 6,460,000
		PAID IN SURPLUS	433,603,760
		OTHER SURPLUS	1,674,373,715
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,114,657,475
TOTAL ASSETS	$ 4,225,233,685	TOTAL LIABILITIES & SURPLUS	$ 4,225,233,685

Securities carried at $5,170,697 in the above statement are deposited with public authorities, as required by law.

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. H62162

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

Contractor's Name and Address	Project Description (Project Title, Facility Name and Address):	Bid Date:	Total Contract Amt:
WELSBACH ELECTRIC Corp of L.I. 309 NEWTOWN RD PLAINVIEW, NY 11803 Federal ID No.: 11-2354257	OLD COUNTRY RD TRAFFIC SIGNALS PHASE II P.I.N. 0760.37 NCDPW CONTRACT # H62162	8/18/2015	4,992,122.-

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

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

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

Subcontractor's Name, Address and Federal ID No.	Check (✓) *only* one. Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventilating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		

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

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

Company Authorized Signature: _____ Title: PRESIDENT/C.E.O. Date: August 18, 2015

JOSEPH T. FLOMO

NO TEXT ON THIS PAGE

PROPOSAL
To the County of Nassau

OLD COUNTRY ROAD SIGNALS PHASE II
P.I.N. 0760.37

NASSAU COUNTY, NEW YORK

Contract No. H62162

TO THE COUNTY OF NASSAU:

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

In making this proposal the Bidder hereby declares that the Addenda which has been issued by the County of Nassau and has been received by him, that all provisions thereof have been complied with in preparing his bids.

Name of Bidder: WELSBACH ELECTRIC CORP. OF L.I.
(~~Individual, Firm or~~ Corporation) as case may be)

Bidder's Address: 300 NEWTOWN RD, PLAINVIEW, NY 11803

Telephone: (516) 454-0023 Date: August 18, 2015

FAX Tele: (516) 454-0282

NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING BLANKS:

Name of Partners	Residence of Partners

NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the laws of the State of: NEW YORK

Name of President/C.E.O. JOSEPH P. FLORIO

President's Domicile: [redacted]

Name of Vice Asst Pres: WALTER WELTNER

Vice Pres's Domicile: [redacted]

Corporate Officer: MICHELE VALENTI Title: Asst Secretary Asst Treasurer

Corporate Officer's Domicile: [redacted]

Corporate Officer: — Title: —

NO TEXT ON THIS PAGE

The Following Paragraphs are Applicable to the Contract

THE BIDDER AFFIRMS AND DECLARES:

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

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

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

4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

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

6. The bidder also declares that he has carefully examined and fully understands all the component parts of this Contract, that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.

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

INFORMATION FOR BIDDERS

I. Rejection of Bids.

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

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. The bid on Unit Price Contracts, in the opinion of the Commissioner, contains unbalanced bid prices, where the unit price proposed for any item exceeds the estimated cost by more than fifteen percent (15%), or if any lump sum item bid exceeds the estimated cost by more than twenty-five percent (25%); or if
6. A determination that the bidder is not responsible is made in accordance with law.

B. Rejection of all bids and waiver of informalities.

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

II. Unit Price Contracts, Comparison of Bids.

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

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

III. Lump Sum Contracts, Comparison of Bids.

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

IV. Apprenticeship Training Program

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

See Attachment #1A

INTERNATIONAL BROTHERHOOD
OF
ELECTRICAL WORKERS
Nassau-Suffolk Counties

To Whom It May Concern:

Ref: Welsbach Electric Corp. L.I.

This will confirm that Welsbach Electric Corp. L.I. is a signatory contractor in good standing with Local Union #25, IBEW and employs Local Union #25 member electricians and is affiliated with our New York State Registered apprenticeship Program.

Very truly yours,

L. U. #25, IBEW

Kevin M. Harvey
Business Manager

KMH/rfs

370 Vanderbilt Motor Pkwy • P.O. Box 18033 • Hauppauge, NY 11788-8833 • (631) 273-4567 • Fax (631) 273-4773

ATTACHMENT #1A

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION GOALS

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION REQUIREMENTS

The New York State Department of Transportation has established the following Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) utilization goals for this contract in accordance with §§102-21 of the New York State Standard Specifications. The goals are expressed as a percentage of the total bid price.

For Clarification of Utilization Requirements refer to New York State Specification §102-21

Minority Business Enterprise Utilization Goal – **0 percent**
Women's Business Enterprise Utilization Goal – **0 percent**

Directories and/or information related to the current certification status of Minority and Women's Enterprises, can be obtained by contacting the:

New York State Department of Economic Development
Division of Minority and Women's Business Development
One Commerce Plaza
Albany, New York 12223
(518) 473-6442

Minority/Women's Business Enterprise Officer

The Bidder shall designate and enter below the name of a Minority/Women's Business Enterprise Officer who will have the responsibility for and must be capable of effectively administering and promoting an active Minority/Women's Business Enterprise Program and who must be assigned adequate authority and responsibility to do so.

Bidder Designated M/WBE

Officer _____

Joseph P. Romeo (Name, Title) President/C.E.O.

Telephone Number (516) 454.0023

RETURN THIS PAGE WITH BID

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Old Country Road Traffic Signals Phase II
PIN 0760.37
Contract # H62162

NASSAU COUNTY RIGHT-OF-WAY CERTIFICATION

The Contractor shall certify that all work performed under this contract shall be on Nassau County right-of-way only. At no time shall the Contractor's personnel or equipment be permitted on private property. This certification shall remain in effect for the duration of this contract.

Bidder

Officer _____
JOSEPH P. FLORIO (Name, Title) PRESIDENT/C.E.O.

Telephone Number (516) 454.0023

RETURN THIS PAGE WITH BID

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
CONTRACT NUMBER H62162

BID SHEETS

ITEM NUMBER	UNIT OF MEASUREMENT	ITEMS WITH UNITS WRITTEN IN WORDS	UNIT BID PRICE DOLLAR	UNIT BID PRICE CENTS	BID FACTOR	UNIT BID PRICE DOLLAR	UNIT BID PRICE CENTS
201.06	LS	CLEARING AND GRUBBING For Two Thousand five hundred dollars and no cents Dollars Cents	2,500.	00	1	2,500.	00
203.02	CY	UNCLASSIFIED EXCAVATION AND DISPOSAL For Fifty-eight dollars and no cents Dollars Cents	58.	00	530	30,740.	00
206.03100010	LINEAR FEET	TRAFFIC SIGNAL CONDUIT EXCAVATION & BACKFILL (NO REST.) For Five dollars and fifty cents Dollars Cents	5.	50	8,250	45,375.	00
402.098102	TON	9.5 F1 TOP COURSE HMA, SERIES 80 COMPACTION For Two hundred forty dollars and no cents Dollars Cents	240.	00	290.0	69,600.	00
402.258902	TON	25 F9 BINDER COURSE HMA, 80 SERIES COMPACTION For Two hundred seventy-five dollars and no cents ,Dollars Cents	275.	00	2,180.0	599,500.	00
407.0102	GALLON	DILUTED TACK COAT For Twenty-six dollars and no cents Dollars Cents	26.	00	120	3,120.	00

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520.05000010	LINEAR FEET	SAWCUTTING PORTLAND CEMENT CONCRETE AND COMPOSITE For Eight dollars and fifty cents Dollars Cents	8.	50	130	1,105.	00
520.09000010	LINEAR FEET	SAWCUTTING ASPHALT CONCRETE For Eight dollars and fifty cents Dollars Cents	8.	50	6,790	57,715.	00
608.0101	CUBIC YARD	CONCRETE SIDEWALKS AND DRIVEWAYS For Six hundred five dollars and no cents Dollars Cents	605.	00	300.0	181,500.	00
608.01050010	CUBIC YARD	CONCRETE SIDEWALKS - UNREINFORCED For Six hundred five dollars and no cents Dollars Cents	605.	00	160.0	96,800.	00
608.020102	TON	HOT MIX ASPHALT, SIDEWALKS, DRIVEWAYS AND BIKE PATHS For Three hundred ninety-five dollars and no cents Dollars Cents	395.	00	20.0	7,900.	00
608.20	SQUARE YARD	SURFACE PREFORMED DETECTABLE WARNING UNITS For Four hundred seventy-five dollars and no cents Dollars Cents	475.	00	20.0	9,500.	00

NO TEXT ON THIS PAGE

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608.21	SQUARE YARD	EMBEDDED DETECTABLE WARNING UNITS For Four hundred seventy-five dollars and no cents Dollars Cents	475.	00	160.0	76,000.	00
609.04010510	LINEAR FEET	CAST IN PLACE CONCRETE CURB For Twenty-six dollars and fifty cents Dollars Cents	26.	50	1,550	41,075.	00
610.1402	CUBIC YARD	TOPSOIL - ROADSIDE For Fifty-two dollars and fifty cents Dollars Cents	52.	50	140.0	7,350.	00
610.1601	SQUARE YARD	TURF ESTABLISHMENT - ROADSIDE For Eleven dollars and no cents Dollars Cents	11.	00	1,240.0	13,640.	00
614.060403	EACH	TREE REMOVAL OVER 18" TO 24" STUMPS GRUBBED For One thousand two hundred dollars and no cents Dollars Cents	1,200.	00	10.0	12,000.	00
619.01	LUMP SUM	BASIC WORK ZONE TRAFFIC CONTROL For One hundred seventeen thousand dollars and no cents Dollars Cents	117,000.	00	1	117,000.	00

NO TEXT ON THIS PAGE

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619.1611	INTERSECION MONTHS	MAINTAIN TRAFFIC SIGNAL EQUIPMENT (REQ A) For Fifty dollars and no cents Dollars Cents	50.	00	576	28,800.	00
635.0103	LINEAR FOOT	CLEANING & PREPARATION OF PAVEMENT SURFACE LINES For Fifty cents Dollars Cents		50	18,500	9,250.	00
645.61	SQUARE FOOT	OVERHEAD SIGN PANEL For One hundred thirty-five dollars and no cents Dollars Cents	135.	00	75	10,125.	00
645.81	EACH	TYPE A SIGN POSTS For Four hundred dollars and no cents Dollars Cents	400.	00	24	9,600.	00
647.31	EACH	RELOCATE SIGN PANEL, SIGN PANEL ASSY, SIZE I For Two hundred dollars and no cents Dollars Cents	200.	00	32	6,400.	00
647.51	EACH	REMOVE AND DISPOSE SIGN PANEL, SIGN PANEL ASSY, SIZE I For One hundred dollars and no cents Dollars Cents	100.	00	9	900.	00

NO TEXT ON THIS PAGE

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CONTRACT NUMBER H62162

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670.1206	EACH	6 FOOT ALUMINUM SINGLE MEMBER BRACKET ARM For Three hundred fifty dollars and no cents Dollars Cents	350.	00	12	4,200.	00
670.7005	LINEAR FOOT	SINGLE CONDUCTOR CABLE 8 GUAGE For Three dollars and no cents Dollars Cents	3	00	1,750	5,250.	00
680.050010NA	EACH	WIRELESS VEHICLE DETECTION SYSTEM REPEATER For Two Thousand six hundred dollars and no cents Dollars Cents	2,600.	00	11	28,600.	00
680.050020NA	EACH	WIRELESS VEHICLE DETECTION SYSTEM FREEWAY SENSOR For Nine hundred dollars and no cents Dollars Cents	900.	00	32	28,800.	00
680.050030NA	EACH	WIRELESS VEHICLE DETECTION SYSTEM INTERSECTION SENSOR For Seven hundred fifty dollars and no cents Dollars Cents	750.	00	196	147,000.	00
680.050040NA	EACH	WIRELESS VEHICLE DETECTION SYSTEM CONTACT CLOSURE INT For Two Thousand four hundred dollars and no cents Dollars Cents	2,400.	00	29	69,600.	00

NO TEXT ON THIS PAGE

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680.050050NA	EACH	WIRELESS VEHICLE DETECTION SYSTEM EXT CONTACT CLOSURE For Six hudred fifty dollars and no cents Dollars Cents	650.	00	29	18,850.	00
680.050060NA	EACH	WIRELESS VEHCLE DETECTION SYSTEM ISOLATOR MODULE For Five hudred eighty dollars and no cents Dollars Cents	580.	00	33	19,140.	00
680.050070NA	EACH	WIRELESS VEHICLE DETECION SYSTEM DIGITAL RADIO For One Thousand five hudred dollars and no cents Dollars Cents	1,500.	00	30	45,000.	00
680.050200NA	EACH	FURNISH AND INSTALL VIDEO VEHICLE DETECTION EQUIPMENT For Four Thousand six hudred dollars and no cents Dollars Cents	4,600.	00	6	27,600.	00
680.110008NA	EACH	TRAFFIC SIGNAL POLE - POST TOP MOUNT, 8 FOOT For Nine hudred seventy five dollars and no cents Dollars Cents	975.	00	29	28,275.	00
680.110010NA	EACH	TRAFFIC SIGNAL POLE - POST TOP MOUNT, 10 FOOT For One Thousand dollars and no cents Dollars Cents	1,000.	00	26	26,000.	00

NO TEXT ON THIS PAGE

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680.120030NA	EACH	FURNISH AND INSTALL 30 FOOT STRAIN POLE For Five Thousand five hundred dollars and no cents Dollars Cents	5,500.	00	2	11,000.	00
680.120032NA	EACH	FURNISH AND INSTALL 32 FOOT STRAIN POLE For Five Thousand nine hundred dollars and no cents Dollars Cents	5,900.	00	2	11,800.	00
680.120132NA	EACH	FURNISH AND INSTALL 32 FOOT HEAVY DUTY STRAIN POLE For Seven Thousand eight hundred dollars and no cents Dollars Cents	7,800.	00	8	62,400.	00
680.321001NA	EACH	FURNISH AND INSTALL 2070 LITE CONTROLLER UNIT For Two Thousand four hundred dollars and no cents Dollars Cents	2,400.	00	30	72,000.	00
680.336001NA	EACH	FURNISH AND INSTALL MODEL 336S CABINET AND AUX EQUIPMENT For Seven Thousand eight hundred dollars and, no cents Dollars Cents	7,800.	00	30	234,000.	00
680.415001NA	LINEAR FEET	THREE CONDUCTOR #6 ALUMINUM TRIPLEX For Five dollars and no cents Dollars Cents	5.	00	170	850.	00

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
CONTRACT NUMBER H62162
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680.5001	CUBIC YARD	POLE EXCAVATION AND CONCRETE FOUNDATION For One Thousand one hundred dollars and no cents Dollars Cents	1,100.	00	320	352,000.	00
680.5002	EACH	CONCRETE BASE FOR CONTROLLER CABINET For Two Thousand seven hundred dollars and no cents Dollars Cents	2,700.	00	3	8,100.	00
680.51050010	EACH	PULLBOX RECTANGULAR REINFORCED CONCRETE (26X18) For One Thousand six hundred dollars and no Cents Dollars Cents	1,600.	00	65	104,000.	00
680.51100010	EACH	CLEAN EXISTING PULLBOX For Three hundred fifteen dollars and no cents Dollars Cents	315.	00	20	6,300.	00
680.51400010	EACH	CONCRETE FIBER OPTIC PULLBOX For Three Thousand dollars and no cents Dollars Cents	3,000.	00	29	87,000.	00
680.520104	LINEAR FEET	CONDUIT METAL STEEL ZINC COATED 1 1/4 INCH For Thirteen dollars and no cents Dollars Cents	13.	00	290	3,770.	00

NO TEXT ON THIS PAGE

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680.520105	LINEAR FEET	CONDUIT METAL STEEL ZINC COATED 1 1/2 INCH For Thirteen dollars and fifty cents Dollars Cents	13.	50	520	7,020.	00
680.520106	LINEAR FEET	CONDUIT METAL STEEL ZINC COATED 2 INCH For Seventeen dollars and no cents Dollars Cents	17.	00	930	15,810.	00
680.520108	LINEAR FEET	CONDUIT METAL STEEL ZINC COATED 3 INCH For Twenty dollars and no cents Dollars Cents	20.	00	6,370	127,400.	00
680.520110	LINEAR FEET	CONDUIT METAL STEEL ZINC COATED 4 INCH For Thirty-five dollars and no cents Dollars Cents	35.	00	60	2,100.	00
680.53010010	LINEAR FEET	CLEAN EXISTING CONDUIT For Two dollars and no cents Dollars Cents	2.	00	5,780	11,560.	00
680.7001	EACH	SINGLE SPAN WIRE ASSEMBLY For One Thousand Three Hundred dollars and Dollars no cents Cents	1,300.	00	12	15,600.	00

NO TEXT ON THIS PAGE

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680.7004	LINEAR FEET	MESSENGER ASSEMBLY For Ten dollars and no cents Dollars Cents	10.	00	20	200.	00
680.700604	EACH	RISER ASSEMBLY 1 1/2 INCH DIAMETER For Six hudred dollars and no cents Dollars Cents	600.	00	32	19,200.	00
680.730214	LINEAR FEET	SIGNAL CABLE 2 CONDUCTORS, 14 AWG For Two dollars and no cents Dollars Cents	2.	00	15,350	30,700.	00
680.730314	LINEAR FEET	SIGNAL CABLE 3 CONDUCTOR, 14 AWG For Two dollars and Thirty cents Dollars Cents	2.	30	24,330	55,959.	00
680.730714	LINEAR FEET	SIGNAL CABLE 7 CONDUCTOR, 14 AWG For Three dollars and fifty cents Dollars Cents	3.	50	3,090	10,815.	00
680.731014	LINEAR FEET	SIGNAL CABLE 10 CONDUCTOR, 14 AWG For Four dollars and no cents Dollars Cents	4.	00	3,620	14,480.	00

NO TEXT ON THIS PAGE

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CONTRACT NUMBER H62162

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680.731514	LINEAR FEET	SIGNAL CABLE 15 CONDUCTOR, 14 AWG For Six dollars and no cents Dollars Cents	6.	00	6,380	38,280.	00
680.732014	LINEAR FEET	SIGNAL CABLE 20 CONDUCTOR, 14 AWG For Six dollars and no cents Dollars Cents	6.	00	2,510	15,060.	00
680.76610010	EACH	FURNISH AND INSTALL 30A POWER CONNECTION For Two hudred twenty dollars and no cents Dollars Cents	220.	00	30	6,600.	00
680.77000010	LUMP SUM	MODIFY TRAFFIC SIGNAL EQUIPMENT For Seven hudred fifty dollars and no cents Dollars Cents	750.	00	1	750.	00
680.79000010	LUMP SUM	REMOVE TRAFFIC SIGNAL EQUIPMENT For One hudred seventy two Thousand eight hudred Dollars dollars and no cents Cents	172,800.	00	1	172,800.	00
680.810101	EACH	TRAFFIC SIGNAL MODULE - 12 INCH RED BALL LED For Sixty-five dollars and no cents Dollars Cents	65.	00	193	12,545.	00

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
CONTRACT NUMBER H62162

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680.810102	EACH	TRAFFIC SIGNAL MODULE - 12 INCH RED ARROW LED For Seventy dollars and no cents Dollars Cents	70.	00	6	420.	00
680.810103	EACH	TRAFFIC SIGNAL MODULE - 12 INCH YELLOW BALL LED For Sixty-five dollars and no cents Dollars Cents	65.	00	191	12,415.	00
680.810104	EACH	TRAFFIC SIGNAL MODULE - 12 INCH YELLOW ARROW LED For Sixty-five dollars and no cents Dollars Cents	65.	00	62	4,030.	00
680.810105	EACH	TRAFFIC SIGNAL MODULE - 12 INCH GREEN BALL LED For Sixty-five dollars and no cents Dollars Cents	65.	00	191	12,415.	00
680.810106	EACH	TRAFFIC SIGNAL MODULE - 12 INCH GREEN ARROW LED For Sixty-five dollars and no cents Dollars Cents	65.	00	62	4,030.	00
680.810107	EACH	TRAFFIC SIGNAL SECTION - TYPE 1 12 INCH For Two hundred twenty dollars and no cents Dollars Cents	220.	00	705	155,100.	00

NO TEXT ON THIS PAGE

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680.810301	EACH	TRAFFIC SIGNAL MODULE - 8 INCH RED BALL LED For Sixty-five dollars (Dollars) and no cents (Cents)	65.	00	55	3,575.	00
680.810303	EACH	TRAFFIC SIGNAL MODULE - 8 INCH YELLOW BALL LED For Sixty-five dollars (Dollars) and no cents (Cents)	65.	00	55	3,575.	00
680.810305	EACH	TRAFFIC SIGNAL MODULE - 8 INCH GREEN BALL LED For Sixty-five dollars (Dollars) and no cents (Cents)	65.	00	55	3,575.	00
680.810307	EACH	TRAFFIC SIGNAL SECION - TYPE 1 8 INCH For Two hundred twenty dollars (Dollars) and no cents (Cents)	220.	00	165	36,300.	00
680.8111	EACH	TRAFFIC SIGNAL BRACKET - 1 WAY For Three hundred dollars (Dollars) and no cents (Cents)	300.	00	67	20,100.	00
680.8112	EACH	TRAFFIC SIGNAL BRACKET - 2 WAY For Four hundred dollars (Dollars) and no cents (Cents)	400.	00	93	37,200.	00

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680.8113	EACH	TRAFFIC SIGNAL BRACKET - 3 WAY For Five hudred dollars and no cents Dollars Cents	500.	00	18	9,000.	00
680.8114	EACH	TRAFFIC SIGNAL BRACKET - 4 WAY For Six hudred dollars and no cents Dollars Cents	600.	00	2	1,200.	00
680.813108NA	EACH	LED PEDESTRIAN SIGNAL WITH COUNTDOWN 16" X 18" For Seven hudred dollars and no cents Dollars Cents	700.	00	148	103,600.	00
680.81422010	EACH	AUXILIARY POLE AND FOUNDATION For Three Thousand three hudred dollars and Dollars Cents no cents	3,300.	00	5	16,500.	00
680.8204	EACH	OVERHEAD SIGN ASSEMBLY, TYPE D For Six hudred fifty dollars and no cents Dollars Cents	650.	00	15	9,750.	00
680.82172510	EACH	16.5 FOOT MAST ARM POLE WITH 25 FOOT ARM For Five Thousand two hudred dollars and Dollars Cents no cents	5,200.	00	1	5,200.	00

NO TEXT ON THIS PAGE

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680.82173010	EACH	16.5 FOOT MAST ARM POLE WITH 30 FOOT ARM For Five Thousand Three hundred dollars and no Cents Dollars Cents	5,300.	00	1	5,300.	00
680.82173510	EACH	16.5 FOOT MAST ARM POLE WITH 35 FOOT ARM For Five Thousand Six hundred dollars and no cents Dollars Cents	5,600.	00	5	28,000.	00
680.82174010	EACH	16.5 FOOT MAST ARM POLE WITH 40 FOOT ARM For Seven Thousand seven hundred dollars and no Cents Dollars Cents	7,700.	00	12	92,400.	00
680.82174510	EACH	16.5 FOOT MAST ARM POLE WITH 45 FOOT ARM For Eight Thousand two hundred dollars and no Cents Dollars Cents	8,200.	00	15	123,000.	00
680.82175010	EACH	16.5 FOOT MAST ARM POLE WITH 50 FOOT ARM For Eight Thousand six hundred dollars and no Cents Dollars Cents	8,600.	00	14	120,400.	00
680.82270010	EACH	ADA COMPLIANT PED BUTTONS W/ LED INDICATOR For Three hundred dollars and no cents Dollars Cents	300.	00	86	25,800.	00

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
CONTRACT NUMBER H62162
BID SHEETS

ITEM NUMBER	UNIT OF MEASUREMENT	ITEMS WITH UNITS WRITTEN IN WORDS	UNIT BID PRICE DOLLAR	UNIT BID PRICE CENTS	BID FACTOR	UNIT BID PRICE DOLLAR	UNIT BID PRICE CENTS
680.95020815	LINEAR FEET	SERVICE CABLE 2 CONDUCTOR NUMBER 8 For Three dollars and no cents Dollars Cents	3.	00	4,520	13,560.	00
683.030600NA	EACH	HD CCTV DOME IP CAMERA ASSEMBLY For Seven Thousand two hundred dollars and no cents Dollars Cents	7,200.	00	13	93,600.	00
683.060100NA	EACH	CCTV CAMERA CONTROL CABINET For Four Thousand five hundred dollars and no cents Dollars Cents	4,500.	00	13	58,500.	00
683.072012NA	EACH	FURNISH AND INSTALL 12 PORT RACK MOUNT FIBER PATCH PANEL For Two hudred twenty five dollars and no cents Dollars Cents	225.	00	6	1,350.	00
683.07204810	LINEAR FOOT	SINGLEMODE FIBER OPTIC CABLE 48 FIBER For Three dollars and fifty cents Dollars Cents	3.	50	31,400	109,900.	00
683.072048NA	EACH	FURNISH AND INSTALL 48 PORT RACK MOUNT FIBER PATCH PANEL For Four hudred dollars and no cents Dollars Cents	400.	00	6	2,400.	00

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
CONTRACT NUMBER H62162

BID SHEETS

ITEM NUMBER	UNIT OF MEASUREMENT	ITEMS WITH UNITS WRITTEN IN WORDS	UNIT BID PRICE DOLLAR	UNIT BID PRICE CENTS	BID FACTOR	UNIT BID PRICE DOLLAR	UNIT BID PRICE CENTS
683.07207210	LINEAR FOOT	SINGLEMODE FIBER OPTIC CABLE 72 FIBER For Four dollars and fifty cents Dollars Cents	4.	50	28,540	128,430.	00
683.07250010	LINEAR FOOT	FIBER OPTIC DROP CABLE For Twelve dollars and no cents Dollars Cents	12.	00	5,760	69,120.	00
683.090100NA	EACH	8 PORT HARDENED 10/100 ETHERNET SWITCH For One thousand one hundred dollars and no cents Dollars Cents	1,100.	00	32	35,200.	00
683.090400NA	EACH	24 PORT HARDENED ETHERNET SWITCH For Two thousand eight hundred dollars and no cents Dollars Cents	2,800.	00	3	8,400.	00
683.090600NA	EACH	10/100 MBPS OPTICAL ETHERNET CONVERTER, SHELF MOUNT For Five hundred dollars and no cents Dollars Cents	500.	00	42	21,000.	00
683.090700NA	EACH	10/100 MBPS OPTICAL ETHERNET CONVERTER, RACK MOUNT For Five hundred fifty dollars and no cents Dollars Cents	550.	00	32	17,600.	00

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
CONTRACT NUMBER H62162

BID SHEETS

ITEM NUMBER	UNIT OF MEASUREMENT	ITEMS WITH UNITS WRITTEN IN WORDS	UNIT BID PRICE		BID FACTOR	UNIT BID PRICE	
			DOLLAR	CENTS		DOLLAR	CENTS
683.200100NA	LUMP SUM	INTEGRATION For Fifteen Thousand dollars and no cents Dollars Cents	15,000.	00	1	15,000.	00
683.10010NA	EACH	COMMUNICATIONS HUB CABINET For Ten Thousand seventy-five dollars and no cents Dollars Cents	10,075.	00	3	30,225.	00
683.93510010	EACH	WIRELESS BROADBAND RADIO ASSY - SINGLE UNIT For Three Thousand two hundred dollars and Dollars Cents no cents	3,200.	00	1	3,200.	00
683.93520010	EACH	WIRELESS BROADBAND RAIDO ASSY - DUAL UNIT For Four Thousand five hundred dollars and no Dollars Cents cents	4,500.	00	2	9,000.	00
683.93530010	EACH	WIRELESS BROADBAND RADIO ASSY - INTEGRATED UNIT For Five Thousand seven hundred eighty-three Dollars dollars and no cents	5,783.	00	1	5,783.	00
688.01	LINEAR FEET	WHITE PREFORMED REFLECTORIZED PVT STRIPES For Two dollars and seventy-five cents Dollars Cents	2.	75	32,040	88,110.	00

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
CONTRACT NUMBER H62162

BID SHEETS

ITEM NUMBER	UNIT OF MEASUREMENT	ITEMS WITH UNITS WRITTEN IN WORDS	UNIT BID PRICE DOLLAR	UNIT BID PRICE CENTS	BID FACTOR	UNIT BID PRICE DOLLAR	UNIT BID PRICE CENTS
688.02	LINEAR FEET	YELLOW PREFORMED REFLECTORIZED PVT STRIPES For Two dollars and seventy-five cents Dollars Cents	2.	75	800	2,200.	00
688.04	EACH	WHITE PREFORMED REFLECTORIZED PVT SYMBOLS For One hundred fifty dollars and no cents Dollars Cents	150.	00	5	750.	00
.....	LUMP SUM	TIME AND MATERIALS For Fifty Thousand dollars and no cents Dollars Cents	50,000.00		1	50,000.00	

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
CONTRACT NUMBER H62162

BID SHEETS

TOTAL BID: $ 4,992,122.50

TOTAL OR GROSS BID MUST BE WRITTEN IN WORDS

Four million nine hundred ninety-two thousand one hundred twenty-two dollars and no cents

DOLLARS CENTS

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

WELSBACH ELECTRIC CORP. OF L.I.
(~~Individual, Firm~~ or Corporation, as case may be)

Individual's Social Security Number —

Firm or Corporation's Federal ID Number 11-2354251

Firm or Corporation's Municipal License ID Number 1684

Municipal Licensing Agency Hempstead

By: [signature] Date: August 18, 2015

(Print) Joseph P. Florio Title: President/C.E.O.

WHERE BIDDER IS A CORPORATION, ADD:

ATTEST: [signature]
Asst. Secretary Michele Vincenti

(CORPORATE)
(SEAL)

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Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NONE

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

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

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

Vendor: Welsbach Electric Corp. of L.I.

Dated: July 12, 2016

Signed:

Print Name: Joseph P. Florio

Title: President / C.E.O.

Exhibit B

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. 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.

NONE

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

NONE

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

NONE

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

NONE

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

NONE

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client. NONE

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

NONE

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

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

Dated: July 14, 2016

Signed:

Print Name: Joseph P. Florio

Title: President / C.E.O.

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

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Joseph P. Florio
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 300 Newtown Road
   City/state/zip Plainview, New York 11803
   Telephone (516) 454-0023
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 02 / 15 /2002 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder___/___/___
   Chief Exec. Officer 02 / 15 /2002 Secretary ___/___/___
   Chief Financial Officer 11 / 05 /1989 Partner ___/___/___
   Vice President 05 / 01 /1992 _____/___/___
   (Other)

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

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

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X; If Yes, provide details.

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

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

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ___ NO X If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to adivities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ___ NO X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ___ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ___ NO X If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ___ NO X If Yes, provide details for each such year.

CERTIFICATION

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

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

Sworn to before me this 12 day of July 2016

Notary Public

DARLENE KUMMER
Notary Public, State of New York
No. 01KU6096716
Qualified in Suffolk County
Commission Expires August 4, 2019

Welsbach Electric Corp. of L.I.
Name of submitting business

Joseph P. Florio
Print name

Signature

President / C.E.O.
Title

07 / 12 / 2016
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: July 12, 2016

1) Proposer's Legal Name: Welsbach Electric Corp. of L.I.

2) Address of Place of Business: 300 Newtown Road, Plainview, NY 11803

List all other business addresses used within last five years:
N/A

3) Mailing Address (if different): N/A

Phone : (516) 454-0023

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 01.272.8168

5) Federal I.D. Number: 11-2354251

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation X Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ___ No X If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No ___ If Yes, provide details. Welsbach Electric Corp. of L.I. is a wholly owned subsidiary of Emcor Group, Inc.

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

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

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

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide detals for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No X If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No X If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No X

If Yes, provide details for each such conviction _____

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

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

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

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

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

17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
It is Welsbach Electric Corp.'s policy that should any actual or potential conflict of interest be suspected, management is to be notified immediately. At such time, all parties would be notified and actions pursued to resolve said conflict.

Company Nassau County DPW

Contact Person Sheila Dukacz

Address 1194 Prospect Ave, Suite 183

City/State Westbury, New York 11590

Telephone (516) 572-0465

Fax # (516) 571-9363

E-Mail Address SDukacz@NassauCountyNY.gov

Company Town of Huntington

Contact Person Brad Kusko

Address 100 Main Street

City/State Huntington, New York 11743

Telephone (631) 351-3057

Fax # (631) 351-3066

E-Mail Address BKusko@Town.Huntington.NY.US

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

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

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

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

iv) State of incorporation (if applicable);

v) The number of employees in the firm; See attached EMCOR Group Annual Report 2015

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business. 60 Years

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

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 New York State D.O.T.

Contact Person Christine Caputo

Address 221 Broadway, Suite 201

City/State Amityville, New York 11701

Telephone (631) 598-7805

Fax # (631) 598-7807

E-Mail Address CCaputo@Dot.State.NY.US

CERTIFICATION

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

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

Sworn to before me this 12 day of July 2016

Notary Public

DARLENE KUMMER
Notary Public, State of New York
No. 01KU6096716
Qualified in Suffolk County
Commission Expires August 4, 2019

Name of submitting business: Welsbach Electric Corp. of L.I.

By: Joseph P. Florio
Print name

Signature

President / C.E.O.
Title

07 / 12 / 2016
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Welsbach Electric Corp. of L.I.

Address: 300 Newtown Road

City, State and Zip Code: Plainview, New York 11803

2. Entity's Vendor Identification Number: 11-2354251

3. Type of Business: X Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp ____Other (specify)

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

See EMCOR Group, Inc. 2015 Annual Report.

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.

See EMCOR Group, Inc. 2015 Annual Report.

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

See EMCOR Group, Inc. 2015 Annual Report. No other subsidiary other than firm entered on Line 1 will be taking part in the performance of this contract.

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

(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.

Dated: July 12, 2016 Signed:

Print Name: Joseph P. Florio

Title: President / C.E.O.

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.

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2015

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from to
Commission file number 1-8267

EMCOR Group, Inc.

(Exact name of registrant as specified in its charter)

Delaware	11-2125338
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)
301 Merritt Seven Norwalk, Connecticut	06851-1092
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (203) 849-7800
Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Common Stock	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (Section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (Section 229.405) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐	Non-accelerated filer	☐	(Do not check if a smaller reporting company)	Smaller reporting company	☐

Indicate by check mark whether the registrant is a shell company (as defined by Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of the common stock held by non-affiliates of the registrant was approximately $2,245,000,000 as of the last business day of the registrant's most recently completed second fiscal quarter, based upon the closing sale price on the New York Stock Exchange reported for such date. Shares of common stock held by each executive officer and director and by each person who owns 5% or more of the outstanding common stock (based solely on filings of such 5% holders) have been excluded from such calculation as such persons may be deemed to be affiliates. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

Number of shares of the registrant's common stock outstanding as of the close of business on February 22, 2016: 60,659,492 shares.

DOCUMENTS INCORPORATED BY REFERENCE

Part III. Portions of the definitive proxy statement for the 2016 Annual Meeting of Stockholders, which document will be filed with the Securities and Exchange Commission pursuant to Regulation 14A not later than 120 days after the end of the fiscal year to which this Form 10-K relates, are incorporated by reference into Items 10 through 14 of Part III of this Form 10-K.

TABLE OF CONTENTS

		PAGE
	PART I	
Item 1.	Business	
	General	1
	Operations	1
	Competition	2
	Employees	5
	Backlog	5
	Available Information	5
Item 1A.	Risk Factors	6
Item 1B.	Unresolved Staff Comments	6
Item 2.	Properties	12
Item 3.	Legal Proceedings	13
Item 4.	Mine Safety Disclosures	15
	Executive Officers of the Registrant	15
	PART II	16
Item 5.	Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities	17
Item 6.	Selected Financial Data	19
Item 7.	Management's Discussion and Analysis of Financial Condition and Results of Operations	20
Item 7A.	Quantitative and Qualitative Disclosures about Market Risk	38
Item 8.	Financial Statements and Supplementary Data	40
Item 9.	Changes in and Disagreements with Accountants on Accounting and Financial Disclosure	78
Item 9A.	Controls and Procedures	78
Item 9B.	Other Information	78
	PART III	
Item 10.	Directors, Executive Officers and Corporate Governance	79
Item 11.	Executive Compensation	79
Item 12.	Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters	79
Item 13.	Certain Relationships and Related Transactions, and Director Independence	79
Item 14.	Principal Accounting Fees and Services	79
	PART IV	
Item 15.	Exhibits and Financial Statement Schedules	80

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FORWARD-LOOKING STATEMENTS

Certain information included in this report, or in other materials we have filed or will file with the Securities and Exchange Commission (the "SEC") (as well as information included in oral statements or other written statements made or to be made by us) contains or may contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 (the "1995 Act"). Such statements are being made pursuant to the 1995 Act and with the intention of obtaining the benefit of the "Safe Harbor" provisions of the 1995 Act. Forward-looking statements are based on information available to us and our perception of such information as of the date of this report and our current expectations, estimates, forecasts and projections about the industries in which we operate and the beliefs and assumptions of our management. You can identify these statements by the fact that they do not relate strictly to historical or current facts. They contain words such as "anticipate," "estimate," "expect," "project," "intend," "plan," "believe," "may," "can," "could," "might," variations of such wording and other words or phrases of similar meaning in connection with a discussion of our future operating or financial performance, and other aspects of our business, including market share growth, gross profit, project mix, projects with varying profit margins, selling, general and administrative expenses, and trends in our business and other characterizations of future events or circumstances. From time to time, forward-looking statements also are included in our other periodic reports on Forms 10-Q and 8-K, in press releases, in our presentations, on our website and in other material released to the public. Any or all of the forward-looking statements included in this report and in any other reports or public statements made by us are only predictions and are subject to risks, uncertainties and assumptions, including those identified below in the "Risk Factors" section, the "Management's Discussion and Analysis of Financial Condition and Results of Operations" section, and other sections of this report, and in our Forms 10-Q for the three months ended March 31, 2015, June 30, 2015 and September 30, 2015 and in other reports filed by us from time to time with the SEC as well as in press releases, in our presentations, on our website and in other material released to the public. Such risks, uncertainties and assumptions are difficult to predict, beyond our control and may turn out to be inaccurate causing actual results to differ materially from those that might be anticipated from our forward-looking statements. We undertake no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise. However, any further disclosures made on related subjects in our subsequent reports on Forms 10-K, 10-Q and 8-K should be consulted.

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PART I

ITEM 1. BUSINESS

References to the "Company," "EMCOR," "we," "us," "our" and similar words refer to EMCOR Group, Inc. and its consolidated subsidiaries unless the context indicates otherwise.

General

We are one of the largest electrical and mechanical construction and facilities services firms in the United States. In addition, we provide a number of building services and industrial services. In 2015, we had revenues of approximately $6.7 billion. Our services are provided to a broad range of commercial, industrial, utility and institutional customers through approximately 70 operating subsidiaries and joint venture entities. Our executive offices are located at 301 Merritt Seven, Norwalk, Connecticut 06851-1092, and our telephone number at those offices is (203) 849-7800.

We specialize principally in providing construction services relating to electrical and mechanical systems in all types of non-residential and certain residential facilities and in providing various services relating to the operation, maintenance and management of facilities, including refineries and petrochemical plants.

Due to a historical pattern of losses in the construction operations of our United Kingdom segment and our negative assessment of construction market conditions in the United Kingdom for the foreseeable future, we announced during the quarter ended June 30, 2013 our decision to withdraw from the construction market in the United Kingdom. During the third quarter of 2014, we ceased construction operations in the United Kingdom. The results of the construction operations of our United Kingdom segment for all periods are presented as discontinued operations.

We design, integrate, install, start-up, operate and maintain various electrical and mechanical systems, including:

- Electric power transmission and distribution systems;
- Premises electrical and lighting systems;
- Low-voltage systems, such as fire alarm, security and process control systems;
- Voice and data communications systems;
- Roadway and transit lighting and fiber optic lines;
- Heating, ventilation, air conditioning, refrigeration and clean-room process ventilation systems;
- Fire protection systems;
- Plumbing, process and high-purity piping systems;
- Controls and filtration systems;
- Water and wastewater treatment systems;
- Central plant heating and cooling systems;
- Crane and rigging services;
- Millwright services; and
- Steel fabrication, erection, and welding services.

Our building services operations, which are provided to a wide range of facilities, including commercial, utility, institutional and governmental facilities, include:

- Commercial and government site-based operations and maintenance;
- Facility maintenance and services, including reception, security and catering services;
- Outage services to utilities and industrial plants;

- Military base operations support services;
- Mobile mechanical maintenance and services;
- Floor care and janitorial services;
- Landscaping, lot sweeping and snow removal;
- Facilities management;
- Vendor management;
- Call center services;
- Installation and support for building systems;
- Program development, management and maintenance for energy systems;
- Technical consulting and diagnostic services;
- Infrastructure and building projects for federal, state and local governmental agencies and bodies; and
- Small modification and retrofit projects.

Our industrial services are provided to refineries and petrochemical plants and include:

- On-site repairs, maintenance and service of heat exchangers, towers, vessels and piping;
- Design, manufacturing, repair and hydro blast cleaning of shell and tube heat exchangers and related equipment;
- Refinery turnaround planning and engineering services;
- Specialty welding services;
- Overhaul and maintenance of critical process units in refineries and petrochemical plants; and
- Specialty technical services for refineries and petrochemical plants.

We provide construction services and building services directly to corporations, municipalities and federal and state governmental entities, owners/developers, and tenants of buildings. We also provide our construction services indirectly by acting as a subcontractor to general contractors, systems suppliers, property managers and other subcontractors. Our industrial services generally are provided directly to refineries and petrochemical plants. Worldwide, as of December 31, 2015, we had approximately 29,000 employees.

Our revenues are derived from many different customers in numerous industries, which have operations in several different geographical areas. Of our 2015 revenues, approximately 94% were generated in the United States and approximately 6% were generated in foreign countries, substantially all in the United Kingdom. In 2015, approximately 33% of revenues were derived from new construction projects, 18% were derived from renovation and retrofit of customer's existing facilities, 35% were derived from our building services operations, and 14% were derived from our industrial services operations.

The broad scope of our operations is more particularly described below. For information regarding the revenues, operating income and total assets of each of our segments with respect to each of the last three years, and our revenues and assets attributable to the United States and the United Kingdom for the last three years, see Note 17 - Segment Information of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data.

Operations

The electrical and mechanical construction services industry has grown over the years due principally to the increased content, complexity and sophistication of electrical and mechanical systems, as well as the installation of more technologically advanced voice and data communications, lighting, and environmental control systems in all types of facilities in large part due to the integration of digital processing and information technology. For these reasons, buildings need extensive electrical distribution systems. In addition, advanced voice and data communication systems require sophisticated power supplies and extensive low-voltage and fiber-optic communications cabling. Moreover, the need for substantial environmental controls within a building, due to the heightened need for climate control to maintain extensive computer systems at optimal temperatures, and the demand for energy savings and environmental controls in individual spaces have over the years expanded opportunities for our electrical and

mechanical services businesses. The demand for these services is typically driven by non-residential construction and renovation activity.

Electrical and mechanical construction services primarily involve the design, integration, installation and start-up, and provision of services relating to: (a) electric power transmission and distribution systems, including power cables, conduits, distribution panels, transformers, generators, uninterruptible power supply systems and related switch gear and controls; (b) premises electrical and lighting systems, including fixtures and controls; (c) low-voltage systems, such as fire alarm, security and process control systems; (d) voice and data communications systems, including fiber-optic and low-voltage cabling; (e) roadway and transit lighting and fiber-optic lines; (f) heating, ventilation, air conditioning, refrigeration and clean-room process ventilation systems; (g) fire protection systems; (h) plumbing, process and high-purity piping systems; (i) controls and filtration systems; (j) water and wastewater treatment systems; (k) central plant heating and cooling systems; (l) cranes and rigging; (m) millwrighting; and (n) steel fabrication, erection and welding.

Electrical and mechanical construction services generally fall into one of two categories: (a) large installation projects with contracts often in the multi-million dollar range that involve construction of manufacturing and commercial buildings and institutional and public works projects or the fit-out of large blocks of space within commercial buildings and (b) smaller installation projects typically involving fit-out, renovation and retrofit work.

Our United States electrical and mechanical construction services operations accounted for about 51% of our 2015 revenues, approximately 65% of which were related to new construction and approximately 35% of which were related to renovation and retrofit projects. Due to a historical pattern of losses in the construction operations of our United Kingdom segment and our negative assessment of construction market conditions in the United Kingdom for the foreseeable future, we announced during the quarter ended June 30, 2013 our decision to withdraw from the construction market in the United Kingdom. During the third quarter of 2014, we ceased construction operations in the United Kingdom. The results of the construction operations of our United Kingdom segment for all periods are presented as discontinued operations. Accordingly, we focus in the United Kingdom principally on building services.

We provide electrical and mechanical construction services for both large and small installation and renovation projects. Our largest projects have included those: (a) for institutional purposes (such as educational and correctional facilities and research laboratories); (b) for manufacturing purposes (such as pharmaceutical plants, steel, pulp and paper mills, chemical, food, automotive and semiconductor manufacturing facilities and power generation); (c) for transportation purposes (such as highways, bridges, airports and transit systems); (d) for commercial purposes (such as office buildings, data centers, convention centers, sports stadiums and shopping malls); (e) for hospitality purposes (such as resorts, hotels and casinos); (f) for water and wastewater purposes; and (g) for healthcare purposes. Our largest projects, which typically range in size from $10.0 million up to and occasionally exceeding $150.0 million and are frequently multi-year projects, represented approximately 27% of our worldwide construction services revenues in 2015.

Our projects of less than $10.0 million accounted for approximately 73% of our worldwide construction services revenues in 2015. These projects are typically completed in less than one year. They usually involve electrical and mechanical construction services when an end-user or owner undertakes construction or modification of a facility to accommodate a specific use. These projects frequently require electrical and mechanical systems to meet special needs such as critical systems power supply, fire protection systems, special environmental controls and high-purity air systems, sophisticated electrical and mechanical systems for data centers, new production lines in manufacturing plants, and office arrangements in existing office buildings. They are not usually dependent upon the new construction market. Demand for these projects and types of services is often prompted by the expiration of leases, changes in technology, or changes in the customer's plant or office layout in the normal course of a customer's business.

We have a broad customer base with many long-standing relationships. We perform construction services pursuant to contracts with owners, such as corporations, municipalities and other governmental entities, general contractors, systems suppliers, construction managers, developers, other subcontractors and tenants of commercial properties. Institutional and public works projects are frequently long-term complex projects that require significant technical and management skills and the financial strength to obtain bid and performance bonds, which are often a condition to bidding for and winning these projects.

We also install and maintain lighting for streets, highways, bridges and tunnels, traffic signals, computerized traffic control systems, and signal and communication systems for mass transit systems in several metropolitan areas. In addition, in the United States, we manufacture and install sheet metal air handling systems for both our own mechanical construction operations and for unrelated mechanical contractors. We also maintain welding and pipe fabrication shops in support of some of our mechanical operations.

Our United States building services segment offers a broad range of services, including operation, maintenance and service of electrical and mechanical systems; commercial and government site-based operations and maintenance; facility maintenance and

services, including outage services to utilities and manufacturing facilities; military base operations support services; mobile mechanical maintenance and services; floor care and janitorial services; landscaping, lot sweeping and snow removal; facilities management; vendor management; call center services; installation and support for building systems; program development, management and maintenance with respect to energy systems; technical consulting and diagnostic services; infrastructure and building projects for federal, state and local governmental agencies and bodies; and small modification and retrofit projects.

These building services, which generated approximately 35% of our 2015 revenues, are provided to owners, operators, tenants and managers of all types of facilities both on a contract basis for a specified period of time and on an individual task order basis. Of our 2015 building services revenues, approximately 87% were generated in the United States and approximately 13% were generated in the United Kingdom.

Our building services operations have built upon our traditional electrical and mechanical services operations and our client relationships to expand the scope of services being offered and to develop packages of services for customers on a regional and national basis.

Demand for our building services is often driven by customers' decisions to focus on their core competencies, customers' programs to reduce costs, the increasing technical complexity of their facilities and their mechanical, electrical, voice and data and other systems, and the need for increased reliability, especially in electrical and mechanical systems. These trends have led to outsourcing and privatization programs whereby customers in both the private and public sectors seek to contract out those activities that support, but are not directly associated with, the customer's core business. Clients of our building services business include federal and state governments, utilities, independent power producers, pulp and paper producers, and major corporations engaged in information technology, telecommunications, pharmaceuticals, financial services, publishing and other manufacturing, and large retailers and other businesses with geographically dispersed portfolios throughout the United States.

We currently provide building services in a majority of the states in the United States to commercial, industrial, institutional and governmental customers and as part of our operations are responsible for: (a) the oversight of all or most of the facilities operations of a business, including operation and maintenance; (b) servicing, upgrade and retrofit of HVAC, electrical, plumbing and industrial piping and sheet metal systems in existing facilities; (c) interior and exterior services, including floor care and janitorial services, landscaping, lot sweeping and snow removal; (d) diagnostic and solution engineering for building systems and their components; and (e) maintenance and support services to manufacturers and power producers.

In the Washington D.C. metropolitan area, we provide building services at a number of preeminent buildings, including those that house the Secret Service, The Federal Deposit Insurance Corporation, the National Foreign Affairs Training Center, and the Department of Health and Human Services, as well as other government facilities including the NASA Jet Propulsion Laboratory in Pasadena, California. We also provide building services to a number of military bases, including base operations support services to the Navy National Capital Region and the Army's Fort Huachuca, Arizona, and are also involved in a joint venture providing building services to the Naval Support Activity Mid-South Base in Tennessee. The agreements pursuant to which this division provides services to the federal government are frequently for a base year and a number of option years exercisable at the sole discretion of the government, are often subject to renegotiation by the government in terms of scope of services, and are subject to termination by the government prior to the expiration of the applicable term.

Our United Kingdom subsidiary primarily focuses on building services and currently provides a broad range of services under multi-year agreements to public and private sector customers, including airlines, airports, real estate property managers, manufacturers and governmental agencies.

Our industrial services business is a recognized leader in the refinery turnaround market and has a growing presence in the petrochemical market. In July 2013, we acquired RepconStrickland, Inc. expanding services we provide to our refinery and petrochemical customers and significantly increasing the size of our industrial services business. Our industrial services business: (a) provides after-market maintenance, repair and cleaning services for highly engineered shell and tube heat exchangers for refineries and petrochemical plants both in the field and at our own shops, including tube and shell repairs, bundle repairs, and extraction services, and (b) designs and manufactures new highly engineered shell and tube heat exchangers. We also perform a broad range of turnaround and maintenance services for critical units of refineries so as to upgrade, repair and maintain them. Such services include turnaround and maintenance services relating to: (i) engineering and planning services in advance of complex refinery turnarounds, (ii) overhaul and maintenance of critical process units (including hydrofluoric alkylation units, fluid catalytic cracking units, coking units, heaters, heat exchangers and related mechanical equipment) during refinery and petrochemical plant shut downs, (iii) replacement and new construction capital projects for refineries and petrochemical plants, and (iv) other related specialty technical services such as (a) welding, including pipe welding, and fabrication; heater, boiler, and reformer repairs and replacements; converter repair and revamps; and vessel, exchanger and tower services; (b) tower and column repairs in refineries and petrochemical facilities; (c) installation and repair of refractory materials for critical units in process plants so as to protect

equipment from corrosion, erosion, and extreme temperatures; and (d) acid-proofing services to protect critical components at refineries from chemical exposure.

Competition

In our construction services, building services and industrial services businesses, we compete with national, regional and local companies, many of which are small, owner-operated entities that carry on their businesses in a limited geographic area, as well as with certain foreign companies.

We believe that the electrical and mechanical construction services businesses are highly fragmented and our competition includes thousands of small companies across the United States. In the United States, there are a few public companies focused on providing either electrical and/or mechanical construction services, such as Integrated Electrical Services, Inc., Comfort Systems USA, Inc. and Tutor Perini Corporation. A majority of our revenues are derived from projects requiring competitive bids; however, an invitation to bid is often conditioned upon prior experience, technical capability and financial strength. Because we have total assets, annual revenues, access to bank credit and surety bonding and expertise significantly greater than most of our competitors, we believe we have a significant competitive advantage over our competitors in providing electrical and mechanical construction services. Competitive factors in the electrical and mechanical construction services business include: (a) the availability of qualified and/or licensed personnel; (b) reputation for integrity and quality; (c) safety record; (d) cost structure; (e) relationships with customers; (f) geographic diversity; (g) the ability to control project costs; (h) experience in specialized markets; (i) the ability to obtain surety bonding; (j) adequate working capital; (k) access to bank credit; and (l) price. However, there are relatively few significant barriers to entry to several types of our construction services business.

While the building services business is also highly fragmented with most competitors operating in a specific geographic region, a number of large United States based corporations such as AECOM Technology Corporation, Johnson Controls, Inc., Fluor Corp., J&J Worldwide Services, Cushman & Wakefield Inc., CB Richard Ellis, Inc., Jones Lang LaSalle Incorporated, Sodexo, Inc., Aramark Corporation and ABM Industries Incorporated are engaged in this field, as are large original equipment manufacturers such as Carrier Corp. and Trane Inc. In addition, we compete with several regional firms serving all or portions of the markets we target, such as Brickman Valley Crest, Inc., Kellermeyer Bergensons Services, Inc., SMS Assist, LLC and Ferandino & Sons, Inc. Our principal services competitors in the United Kingdom include ISS UK Ltd. and MITIE Group plc. The key competitive factors in the building services business include price, service, quality, technical expertise, geographic scope and the availability of qualified personnel and managers. Due to our size, both financial and geographic, and our technical capability and management experience, we believe we are in a strong competitive position in the building services business. However, there are relatively few barriers to entry to most of our building services businesses.

In our industrial services business, we are a leading North American provider of after-market maintenance and repair services for, and manufacturing of, highly engineered shell and tube heat exchangers and related equipment and a leader in providing specialized services to refineries and petrochemical plants. The market for providing these services and products to refineries and petrochemical plants is highly fragmented and includes large national industrial services providers, as well as numerous regional companies, including JV Industrial Companies Ltd., Matrix Service Company, Starcon, Turner Industries, Team, Inc., Cust-O-Fab, Dunn Heat, and Wyatt Field Service Company. In the manufacture of heat exchangers, we compete with both U.S. and foreign manufacturers. The key competitive factors in the industrial services market include service, quality, ability to respond quickly, technical expertise, price, safety record and availability of qualified personnel. Due to our technical capabilities, safety record and skilled workforce, we believe that we are in a strong competitive position in the industrial services market we serve. Because of the complex tasks associated with turnarounds and the precision required in the manufacture of heat exchangers, we believe that the barriers to entry in this business are significant.

Employees

At December 31, 2015, we employed approximately 29,000 people, approximately 56% of whom are represented by various unions pursuant to more than 375 collective bargaining agreements between our individual subsidiaries and local unions. We believe that our employee relations are generally good. Only two of these collective bargaining agreements are national or regional in scope.

Backlog

Our backlog at December 31, 2015 was $3.77 billion compared to $3.63 billion of backlog at December 31, 2014. Backlog increases with awards of new contracts and decreases as we perform work on existing contracts. Backlog is not a term recognized under United States generally accepted accounting principles; however, it is a common measurement used in our industry. We include a project within our backlog at such time as a contract is awarded and agreement on contract terms has been reached. Backlog includes unrecognized revenues to be realized from uncompleted construction contracts plus unrecognized revenues expected to be realized over the remaining term of services contracts. However, we do not include in backlog contracts for which

we are paid on a time and material basis and a fixed amount cannot be determined, and if the remaining term of a services contract exceeds 12 months, the unrecognized revenues attributable to such contract included in backlog are limited to only the next 12 months of revenues provided for in the contract award. Our backlog also includes amounts related to services contracts for which a fixed price contract value is not assigned when a reasonable estimate of total revenues can be made from budgeted amounts agreed to with our customer. Our backlog is comprised of: (a) original contract amounts, (b) change orders for which we have received written confirmations from our customers, (c) pending change orders for which we expect to receive confirmations in the ordinary course of business and (d) claim amounts that we have made against customers for which we have determined we have a legal basis under existing contractual arrangements and as to which we consider recovery to be probable. Such claim amounts were immaterial for all periods presented. Our backlog does not include anticipated revenues from unconsolidated joint ventures or variable interest entities and anticipated revenues from pass-through costs on contracts for which we are acting in the capacity of an agent and which are reported on the net basis. We believe our backlog is firm, although many contracts are subject to cancellation at the election of our customers. Historically, cancellations have not had a material adverse effect on us. We estimate that 79% of our backlog as of December 31, 2015 will be recognized as revenues during 2016.

Available Information

We file annual, quarterly and current reports, proxy statements and other information with the Securities and Exchange Commission, which we refer to as the "SEC". These filings are available to the public over the internet at the SEC's website at http://www.sec.gov. You may also read and copy any document we file at the SEC's Public Reference Room located at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the Public Reference Room.

Our Internet address is www.emcorgroup.com. We make available free of charge through www.emcorgroup.com our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports, as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. References to our website addressed in this report are provided as a convenience and do not constitute, and should not be viewed as, an incorporation by reference of the information contained on, or available through, the website. Therefore, such information should not be considered part of this report.

Our Board of Directors has an audit committee, a compensation and personnel committee and a nominating and corporate governance committee. Each of these committees has a formal charter. We also have Corporate Governance Guidelines, which include guidelines regarding related party transactions, a Code of Ethics for our Chief Executive Officer and Senior Financial Officers, and a Code of Ethics and Business Conduct for Directors, Officers and Employees. Copies of these charters, guidelines and codes, and any waivers or amendments to such codes which are applicable to our executive officers, senior financial officers or directors, can be obtained free of charge from our website, www.emcorgroup.com.

You may request a copy of the foregoing filings (excluding exhibits), charters, guidelines and codes and any waivers or amendments to such codes which are applicable to our executive officers, senior financial officers or directors, at no cost by writing to us at EMCOR Group, Inc., 301 Merritt Seven, Norwalk, CT 06851-1092, Attention: Corporate Secretary, or by telephoning us at (203) 849-7800.

ITEM 1A. RISK FACTORS

Our business is subject to a variety of risks, including the risks described below as well as adverse business and market conditions and risks associated with foreign operations. The risks and uncertainties described below are not the only ones facing us. Additional risks and uncertainties not known to us or not described below which we have not determined to be material may also impair our business operations. You should carefully consider the risks described below, together with all other information in this report, including information contained in the "Business," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Quantitative and Qualitative Disclosures about Market Risk" sections. If any of the following risks actually occur, our business, financial position, results of operations and/or cash flows could be adversely affected, and we may not be able to achieve our goals. Such events may cause actual results to differ materially from expected and historical results, and the trading price of our common stock could decline.

Economic downturns have led to reductions in demand for our services. Negative conditions in the credit markets may adversely impact our ability to operate our business. The level of demand from our clients for our services has been, in the past, adversely impacted by slowdowns in the industries we service, as well as in the economy in general. When the general level of economic activity has been reduced from historical levels, certain of our ultimate customers have delayed or cancelled projects or capital spending, especially with respect to more profitable private sector work, and such slowdowns adversely affect our ability to grow, reducing our revenues and profitability. A number of economic factors, including financing conditions for the industries we serve, have, in the past, adversely affected our ultimate customers and their ability or willingness to fund expenditures. General concerns about the fundamental soundness of domestic and foreign economies may cause ultimate customers to defer projects even if they

have credit available to them. Worsening of financial and macroeconomic conditions could have a significant adverse effect on our revenues and profitability.

Many of our clients depend on the availability of credit to help finance their capital and maintenance projects. At times, tightened availability of credit has negatively impacted the ability of existing and prospective ultimate customers to fund projects we might otherwise perform, particularly those in the more profitable private sector. As a result, our ultimate customers may defer such projects for an unknown, and perhaps lengthy, period. Any such deferrals would inhibit our growth and would adversely affect our results of operations.

In a weak economic environment, particularly in a period of restrictive credit markets, we may experience greater difficulties in collecting payments from, and negotiating change orders and/or claims with, our clients due to, among other reasons, a diminution in our ultimate customers' access to the credit markets. If clients delay in paying or fail to pay a significant amount of our outstanding receivables, or we fail to successfully negotiate a significant portion of our change orders and/or claims with clients, it could have an adverse effect on our liquidity, results of operations and financial position.

Our business has traditionally lagged recoveries in the general economy and, therefore, may not recover as quickly as the economy at large.

Our business is vulnerable to the cyclical nature of the markets in which our clients operate and is dependent upon the timing and funding of new awards. We provide construction and maintenance services to ultimate customers operating in a number of markets which have been, and we expect will continue to be, cyclical and subject to significant fluctuations due to a variety of factors beyond our control, including economic conditions and changes in client spending.

Regardless of economic or market conditions, investment decisions by our ultimate customers may vary by location or as a result of other factors like the availability of labor, relative construction costs or competitive conditions in their industries. Because we are dependent on the timing and funding of new awards, we are therefore vulnerable to changes in our clients' markets and investment decisions.

Our business may be adversely affected by significant delays and reductions in government appropriations. Curtailed spending aimed at reducing federal, state and local budget deficits could result in governmental agencies or departments deferring or canceling projects that we might otherwise have sought to perform. Budgetary constraints and ongoing concerns regarding the U.S. national debt may place downward pressure on spending levels of the U.S. government. Some of our businesses derive a significant portion of their revenues from federal, state and local governmental bodies.

An increase in the prices of certain materials used in our businesses could adversely affect our businesses. We are exposed to market risk of increases in certain commodity prices of materials, such as copper and steel, which are used as components of supplies or materials utilized in all of our operations. We are also exposed to increases in energy prices, particularly as they relate to gasoline prices for our fleet of over 8,500 vehicles. While we believe we can increase our prices to adjust for some price increases in commodities, there can be no assurance that price increases of commodities, if they were to occur, would be recoverable. Additionally, our fixed price contracts do not allow us to adjust our prices and, as a result, increases in material or fuel costs could reduce our profitability with respect to such projects. Fluctuations in energy prices as well as in commodity prices of materials may adversely affect our customers and as a result cause them to curtail the use of our services. Recent declines in the price of oil have caused some of our refinery customers to curtail or delay maintenance or capital projects. Further declines in the price of oil may adversely affect some of our refinery customers causing them to defer maintenance and/or capital projects performed by companies in our United States industrial services segment or delay purchases or repairs of heat exchangers that are manufactured and repaired by some of our companies.

Our industry is highly competitive. Our industry is served by numerous small, owner-operated private companies, a few public companies and several large regional companies. In addition, relatively few barriers prevent entry into most of our businesses. As a result, any organization that has adequate financial resources and access to technical expertise may become a competitor. Competition in our industry depends on numerous factors, including price. Certain of our competitors have lower overhead cost structures and, therefore, are able to provide their services at lower rates than we are currently able to provide. In addition, some of our competitors have greater resources than we do. We cannot be certain that our competitors will not develop the expertise, experience and resources necessary to provide services that are superior in quality and lower in price to ours. Similarly, we cannot be certain that we will be able to maintain or enhance our competitive position within our industries or maintain a customer base at current levels. We may also face competition from the in-house service organizations of existing or prospective customers, particularly with respect to building services. Many of our customers employ personnel who perform some of the same types of building services that we do. We cannot be certain that our existing or prospective customers will continue to outsource building services in the future.

We are a decentralized company, which presents certain risks. While we believe decentralization has enhanced our growth and enabled us to remain responsive to opportunities and to our customers' needs, it necessarily places significant control and decision-making powers in the hands of local management. This presents various risks, including the risk that we may be slower or less able to identify or react to problems affecting a key business than we would in a more centralized environment.

Our business may also be affected by weather conditions. Adverse weather conditions, particularly during the winter season, could impact our construction services operations as those conditions affect our ability to perform efficient work outdoors in certain regions of the United States, adversely affecting the revenues and profitability of those operations. However, the absence of snow in the United States during the winter could cause us to experience reduced revenues and profitability in our United States building services segment, which has meaningful snow removal operations. In addition, cooler than normal temperatures during the summer months could reduce the need for our services, particularly in our businesses that install or service air conditioning units, and result in reduced revenues and profitability during the period such unseasonal weather conditions persist.

Our business may be affected by the work environment. We perform our work under a variety of conditions, including but not limited to, difficult terrain, difficult site conditions and busy urban centers where delivery of materials and availability of labor may be impacted, clean-room environments where strict procedures must be followed, and sites which may have been exposed to harsh and hazardous conditions, especially at chemical plants, refineries and other process facilities. Performing work under these conditions can negatively affect efficiency and, therefore, our profitability.

Our dependence upon fixed price contracts could adversely affect our business. We currently generate, and expect to continue to generate, a significant portion of our revenues from fixed price contracts. We must estimate the total costs of a particular project to bid for fixed price contracts. The actual cost of labor and materials, however, may vary from the costs we originally estimated. These variations, along with other risks, inherent in performing fixed price contracts, may cause actual gross profits from projects to differ from those we originally estimated and could result in reduced profitability or losses on projects. Depending upon the size of a particular project, variations from the estimated contract costs can have a significant impact on our operating results for any fiscal quarter or year.

We could incur additional costs to cover certain guarantees. In some instances, we guarantee completion of a project by a specific date or price, cost savings, achievement of certain performance standards or performance of our services at a certain standard of quality. If we subsequently fail to meet such guarantees, we may be held responsible for costs resulting from such failures. Such a failure could result in our payment of liquidated or other damages. To the extent that any of these events occur, the total costs of a project could exceed the original estimated costs, and we would experience reduced profits or, in some cases, a loss.

Many of our contracts, especially our building services contracts for governmental and non-governmental entities, may be canceled on short notice, and we may be unsuccessful in replacing such contracts if they are canceled or as they are completed or expire. We could experience a decrease in revenues, net income and liquidity if any of the following occur:

- customers cancel a significant number of contracts;
- we fail to win a significant number of our existing contracts upon re-bid;
- we complete a significant number of non-recurring projects and cannot replace them with similar projects; or
- we fail to reduce operating and overhead expenses consistent with any decrease in our revenues.

We may be unsuccessful in generating internal growth. Our ability to generate internal growth will be affected by, among other factors, our ability to:

- expand the range of services offered to customers to address their evolving needs;
- attract new customers; and
- increase the number of projects performed for existing customers.

In addition, existing and potential customers in the past have reduced, and may continue to reduce, the number or size of projects available to us because of general economic conditions or due to their inability to obtain capital or pay for services we provide. Many of the factors affecting our ability to generate internal growth are beyond our control, and we cannot be certain that our strategies will be successful or that we will be able to generate cash flow sufficient to fund our operations and to support internal growth. If we are not successful, we may not be able to achieve internal growth, expand operations or grow our business.

The departure of key personnel could disrupt our business. We depend on the continued efforts of our senior management. The loss of key personnel, or the inability to hire and retain qualified executives, could negatively impact our ability to manage our business.

We may be unable to attract and retain skilled employees. Our ability to grow and maintain productivity and profitability will be limited by our ability to employ, train and retain skilled personnel necessary to meet our requirements. We are dependent upon our project managers and field supervisors who are responsible for managing our projects; and there can be no assurance that any individual will continue in his or her capacity for any particular period of time, and the loss of such qualified employees could have an adverse effect on our business. We cannot be certain that we will be able to maintain an adequate skilled labor force necessary to operate efficiently and to support our business strategy or that labor expenses will not increase as a result of a shortage in the supply of these skilled personnel. Labor shortages or increased labor costs could impair our ability to maintain our business or grow our revenues.

Our unionized workforce could adversely affect our operations, and we participate in many multiemployer union pension plans which could result in substantial liabilities being incurred. As of December 31, 2015, approximately 56% of our employees were covered by collective bargaining agreements. Although the majority of these agreements prohibit strikes and work stoppages, we cannot be certain that strikes or work stoppages will not occur in the future. However, only two of our collective bargaining agreements are national or regional in scope, and not all of our collective bargaining agreements expire at the same time. Strikes or work stoppages would adversely impact our relationships with our customers and could have a material adverse effect on our financial position, results of operations and cash flows. We contribute to over 200 multiemployer union pension plans based upon wages paid to our union employees that could result in our being responsible for a portion of the unfunded liabilities under such plans. Our potential liability for unfunded liabilities could be material. Under the Employee Retirement Income Security Act, we may become liable for our proportionate share of a multiemployer pension plan's underfunding, if we cease to contribute to that pension plan or significantly reduce the employees in respect of which we make contributions to that pension plan. See Note 14 - Retirement Plans of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for additional information regarding multiemployer plans.

Fluctuating foreign currency exchange rates impact our financial results. We have operations in the United Kingdom, which in 2015 accounted for 6% of our revenues. Our reported financial position and results of operations are exposed to the effects (both positive and negative) that fluctuating exchange rates have on the process of translating the financial statements of our United Kingdom operations, which are denominated in local currencies, into the U.S. dollar.

Our failure to comply with environmental laws could result in significant liabilities. Our operations are subject to various laws, including environmental laws and regulations, among which many deal with the handling and disposal of asbestos and other hazardous or universal waste products, PCBs and fuel storage. A violation of such laws and regulations may expose us to various claims, including claims by third parties, as well as remediation costs and fines. We own and lease many facilities. Some of these facilities contain fuel storage tanks, which may be above or below ground. If these tanks were to leak, we could be responsible for the cost of remediation as well as potential fines. As a part of our business, we also install fuel storage tanks and are sometimes required to deal with hazardous materials, all of which may expose us to environmental liability.

In addition, new laws and regulations, stricter enforcement of existing laws and regulations, the discovery of previously unknown contamination or leaks, or the imposition of new clean-up requirements could require us to incur significant costs or become the basis for new or increased liabilities that could harm our financial position and results of operations, although certain of these costs might be covered by insurance. In some instances, we have obtained indemnification or covenants from third parties (including predecessors or lessors) for such clean-up and other obligations and liabilities, and we believe such indemnities and covenants are adequate to cover such obligations and liabilities. However, such third-party indemnities or covenants may not cover all of such costs or third-party indemnitors may default on their obligations. In addition, unanticipated obligations or liabilities, or future obligations and liabilities, may have a material adverse effect on our business operations. Further, we cannot be certain that we will be able to identify, or be indemnified for, all potential environmental liabilities relating to any acquired business.

Adverse resolution of litigation and other legal proceedings may harm our operating results or financial position. We are a party to lawsuits and other legal proceedings, most of which occur in the normal course of our business. Litigation and other legal proceedings can be expensive, lengthy and disruptive to normal business operations. An unfavorable resolution of a particular legal proceeding could have a material adverse effect on our business, operating results, financial position and cash flows, and in some cases, on our reputation or our ability to obtain projects from customers, including governmental entities. See Item 3. Legal Proceedings and Note 15 - Commitments and Contingencies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data, for more information regarding legal proceedings in which we are involved.

Opportunities within the government sector could lead to increased governmental regulation applicable to us. As a government contractor we are subject to a number of procurement rules and other regulations, any deemed violation of which could lead to fines or penalties or a loss of business. Government agencies routinely audit and investigate government contractors. Government agencies may review a contractor's performance under its contracts, cost structure and compliance with applicable laws, regulations

and standards. If government agencies determine through these audits or reviews that costs are improperly allocated to specific contracts, they will not reimburse the contractor for those costs or may require the contractor to refund previously reimbursed costs. If government agencies determine that we are engaged in improper activity, we may be subject to civil and criminal penalties and debarment or suspension from doing business with the government. Government contracts are also subject to renegotiation of terms by the government, termination by the government prior to the expiration of the term, and non-renewal by the government.

A material portion of our business depends on our ability to provide surety bonds. We may be unable to compete for or work on certain projects if we are not able to obtain the necessary surety bonds. Our construction contracts frequently require that we obtain from surety companies and provide to our customers payment and performance bonds as a condition to the award of such contracts. Such surety bonds secure our payment and performance obligations. Under standard terms in the surety market, surety companies issue bonds on a project-by-project basis and can decline to issue bonds at any time or require the posting of collateral as a condition to issuing any bonds. Current or future market conditions, as well as changes in our sureties' assessment of our or their own operating and financial risk, could cause our surety companies to decline to issue, or substantially reduce the amount of, bonds for our work or to increase our bonding costs. These actions can be taken on short notice. If our surety companies were to limit or eliminate our access to bonding, our alternatives would include seeking bonding capacity from other surety companies, increasing business with clients that do not require bonds and posting other forms of collateral for project performance, such as letters of credit, parent company guarantees or cash. We may be unable to secure these alternatives in a timely manner, on acceptable terms, or at all. Accordingly, if we were to experience an interruption or reduction in the availability of bonding, we may be unable to compete for or work on certain projects. Increases in the costs of surety bonds also could adversely impact our profitability.

We are effectively self-insured against many potential liabilities. Although we maintain insurance policies with respect to a broad range of risks, including automobile liability, general liability, workers' compensation and employee group health, these policies do not cover all possible claims and certain of the policies are subject to large deductibles. Accordingly, we are effectively self-insured for a substantial number of actual and potential claims. In addition, if any of our insurance carriers defaulted on its obligations to provide insurance coverage by reason of its insolvency or for other reasons, our exposure to claims would increase and our profits would be adversely affected. Our estimates for unpaid claims and expenses are based on known facts, historical trends and industry averages, utilizing the assistance of an actuary. We reflect these liabilities in our balance sheet as "Other accrued expenses and liabilities" and "Other long-term obligations." The determination of such estimated liabilities and their appropriateness are reviewed and updated at least quarterly. However, these liabilities are difficult to assess and estimate due to many relevant factors, the effects of which are often unknown, including the severity of an injury or damage, the determination of liability in proportion to other parties, the timeliness of reported claims, the effectiveness of our risk management and safety programs and the terms and conditions of our insurance policies. Our accruals are based upon known facts, historical trends and our reasonable estimate of future expenses, and we believe such accruals are adequate. However, unknown or changing trends, risks or circumstances, such as increases in claims, a weakening economy, increases in medical costs, changes in case law or legislation or changes in the nature of the work we perform, could render our current estimates and accruals inadequate. In such case, adjustments to our balance sheet may be required and these increased liabilities would be recorded in the period that the experience becomes known. Insurance carriers may be unwilling, in the future, to provide our current levels of coverage without a significant increase in insurance premiums and/or collateral requirements to cover our obligations to them. Increased collateral requirements may be in the form of additional letters of credit and/or cash, and an increase in collateral requirements could significantly reduce our liquidity. If insurance premiums increase, and/or if insurance claims are higher than our estimates, our profitability could be adversely affected.

Health care reform could adversely affect our operating results. In 2010, the United States government enacted comprehensive health care reform legislation. To date, we have not experienced material costs related to the health care reform legislation; however, it is possible that our operating results and/or cash flows could be adversely affected in the future by increased costs, expanded liability exposure and requirements that change the ways we provide healthcare and other benefits to our employees.

We may incur liabilities or suffer negative financial impact relating to occupational, health and safety matters. Our operations are subject to extensive laws and regulations relating to the maintenance of safe conditions in the workplace. While we have invested, and will continue to invest, substantial resources in our robust occupational, health and safety programs, many of our businesses involve a high degree of operational risk, and there can be no assurance that we will avoid significant exposure. These hazards can cause personal injury and loss of life, severe damage to or destruction of property and equipment and other consequential damages and could lead to suspension of operations, large damage claims and, in extreme cases, criminal liability.

Our customers seek to minimize safety risks on their sites and they frequently review the safety records of contractors during the bidding process. If our safety record were to substantially deteriorate over time, we might become ineligible to bid on certain work and our customers could cancel our contracts and/or not award us future business.

Acquisitions could adversely affect our business and results of operations. As part of our growth strategy, we acquire companies that expand, complement and/or diversify our businesses. Realization of the anticipated benefits of an acquisition will depend, among other things, upon our ability to: (a) effectively conduct due diligence on companies we propose to acquire to identify problems at these companies or (b) recognize incompatibilities or other obstacles to successful integration of the acquired business

with our other operations and gain greater efficiencies and scale that will translate into reduced costs in a timely manner. However, there can be no assurance that an acquisition we may make in the future will provide the benefits anticipated when entering into the transaction. Acquisitions we have made and future acquisitions may expose us to operational challenges and risks, including the diversion of management's attention from our existing businesses, the failure to retain key personnel or customers of the acquired business and the assumption of unknown liabilities of the acquired business for which there are inadequate reserves. Our ability to sustain our growth and maintain our competitive position may be affected by our ability to identify and acquire desirable businesses and successfully integrate any business acquired.

Our results of operations could be adversely affected as a result of goodwill and other identifiable intangible asset impairments. When we acquire a business, we record an asset called "goodwill" equal to the excess amount paid for the business, including liabilities assumed, over the fair value of the tangible and identifiable intangible assets of the business acquired. The Financial Accounting Standards Board ("FASB") requires that all business combinations be accounted for using the acquisition method of accounting and that certain identifiable intangible assets acquired in a business combination be recognized as assets apart from goodwill. FASB Accounting Standard Codification ("ASC") Topic 350, "Intangibles-Goodwill and Other" ("ASC 350") provides that goodwill and other identifiable intangible assets that have indefinite useful lives not be amortized, but instead must be tested at least annually for impairment, and identifiable intangible assets that have finite useful lives should continue to be amortized over their useful lives and be tested for impairment whenever facts and circumstances indicate that the carrying values may not be fully recoverable. ASC 350 also provides specific guidance for testing goodwill and other non-amortized identifiable intangible assets for impairment, which we test annually each October 1. ASC 350 requires management to make certain estimates and assumptions to allocate goodwill to reporting units and to determine the fair value of reporting unit net assets and liabilities. Such fair value is determined using discounted estimated future cash flows. Our development of the present value of future cash flow projections is based upon assumptions and estimates by management from a review of our operating results, business plans, anticipated growth rates and margins and the weighted average cost of capital, among others. Much of the information used in assessing fair value is outside the control of management, such as interest rates, and these assumptions and estimates can change in future periods. There can be no assurance that our estimates and assumptions made for purposes of our goodwill and identifiable intangible asset impairment testing will prove to be accurate predictions of the future. If our assumptions regarding business plans or anticipated growth rates and/or margins are not achieved, or there is a rise in interest rates, we may be required to record goodwill and/or identifiable intangible asset impairment charges in future periods, whether in connection with our next annual impairment testing on October 1, 2016 or earlier, if an indicator of an impairment is present prior to the quarter in which the annual goodwill impairment test is to be performed. It is not possible at this time to determine if any such additional impairment charge would result or, if it does, whether such a charge would be material to our results of operations.

We did not record an impairment of our goodwill or identifiable intangible assets for the year ended December 31, 2015.

Amounts included in our backlog may not result in actual revenues or translate into profits. Many contracts are subject to cancellation or suspension on short notice at the discretion of the client, and the contracts in our backlog are subject to changes in the scope of services to be provided as well as adjustments to the costs relating to the contract. We have historically experienced variances in the components of backlog related to project delays or cancellations resulting from weather conditions, external market factors and economic factors beyond our control, and we may experience more delays or cancellations in the future. The risk of contracts in backlog being cancelled or suspended generally increases during periods of widespread slowdowns. Accordingly, there is no assurance that backlog will actually be realized. If our backlog fails to materialize, we could experience a reduction in revenues and a decline in profitability, which could result in a deterioration of our financial position and liquidity.

We account for the majority of our construction projects using the percentage-of-completion method of accounting; therefore, variations of actual results from our assumptions may reduce our profitability. We recognize revenues on construction contracts using the percentage-of-completion method of accounting in accordance with ASC Topic 605-35, "Revenue Recognition-Construction-Type and Production-Type Contracts". See Application of Critical Accounting Policies in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations. Under the percentage-of-completion method of accounting, we record revenue as work on the contract progresses. The cumulative amount of revenues recorded on a contract at a specified point in time is that percentage of total estimated revenues that costs incurred to date bear to estimated total costs. Accordingly, contract revenues and total cost estimates are reviewed and revised as the work progresses. Adjustments are reflected in contract revenues in the period when such estimates are revised. Estimates are based on management's reasonable assumptions and experience, but are only estimates. Variations of actual results from assumptions on an unusually large project or on a number of average size projects could be material. We are also required to immediately recognize the full amount of the estimated loss on a contract when estimates indicate such a loss. Such adjustments and accrued losses could result in reduced profitability, which could negatively impact our cash flow from operations.

The loss of one or a few customers could have an adverse effect on us. A few clients have in the past and may in the future account for a significant portion of our revenues in any one year or over a period of several consecutive years. Although we have long-standing relationships with many of our significant clients, our clients may unilaterally reduce, fail to renew or terminate

their contracts with us at any time. A loss of business from a significant client could have a material adverse effect on our business, financial position, and results of operations.

We are increasingly dependent on sophisticated information technology and infrastructure. We rely on information technology systems and hardware and third party software to run critical accounting, project management and financial information systems. If software vendors decide to discontinue further development, integration or long-term software maintenance support for our information systems, or there is any system or hardware interruption, delay, breach of security, loss of data, we may need to migrate some or all of our accounting, project management and financial information to other systems. In addition, data privacy or security breaches may pose a risk that data, including intellectual property or personal information, may be exposed to unauthorized persons or the public. These disruptions or breaches could result in financial, legal, business or reputational harm to us.

Our failure to comply with anti-bribery statutes such as the Foreign Corrupt Practices Act and the U.K. Bribery Act of 2010 could result in fines, criminal penalties and other sanctions that could have an adverse effect on our business. The U.S. Foreign Corrupt Practices Act (the "FCPA"), the U.K. Bribery Act (the "Bribery Act") and similar anti-bribery laws in other jurisdictions generally prohibit companies and their intermediaries from making improper payments to foreign officials for the purpose of obtaining or retaining business. We conduct a modest amount of business in a few countries that have experienced corruption to some degree. If we were found to be liable for violations under the FCPA, the Bribery Act or similar anti-bribery laws, either due to our own acts or omissions or due to the acts or omissions of others, we could incur substantial legal expense and suffer civil and criminal penalties or other sanctions, which could have a material adverse effect on our business, financial condition and results of operations, as well as our reputation.

Certain provisions of our corporate governance documents could make an acquisition of us, or a substantial interest in us, more difficult. The following provisions of our certificate of incorporation and bylaws, as currently in effect, as well as Delaware law, could discourage potential proposals to acquire us, delay or prevent a change in control of us, or limit the price that investors may be willing to pay in the future for shares of our common stock:

- our certificate of incorporation permits our board of directors to issue "blank check" preferred stock and to adopt amendments to our bylaws;
- our bylaws contain restrictions regarding the right of our stockholders to nominate directors and to submit proposals to be considered at stockholder meetings;
- our certificate of incorporation and bylaws limit the right of our stockholders to call a special meeting of stockholders and to act by written consent; and
- we are subject to provisions of Delaware law, which prohibit us from engaging in any of a broad range of business transactions with an "interested stockholder" for a period of three years following the date such stockholder becomes classified as an interested stockholder.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

Our operations are conducted primarily in leased properties. The following table lists facilities over 50,000 square feet, both leased and owned, and identifies the business segment that is the principal user of each such facility.

	Approximate Square Feet	Lease Expiration Date, Unless Owned
1168 Fesler Street El Cajon, California (b)	67,560	8/31/2020
22302 Hathaway Avenue Hayward, California (b)	105,000	7/31/2021
4462 Corporate Center Drive Los Alamitos, California (a)	57,863	12/31/2019
18111 South Santa Fe Avenue Rancho Dominguez, California (d)	66,246	12/31/2016
940 Remillard Court San Jose, California (c)	119,560	7/31/2024
5101 York Street Denver, Colorado (b)	77,553	2/28/2019
345 Sheridan Boulevard Lakewood, Colorado (a)	63,000	Owned
3100 Woodcreek Drive Downers Grove, Illinois (a)	56,551	7/31/2017
2219 Contractors Drive Fort Wayne, Indiana (b)	175,000	7/31/2023
7614 and 7720 Opportunity Drive Fort Wayne, Indiana (b)	144,695	10/31/2018
2655 Garfield Avenue Highland, Indiana (a)	57,765	6/30/2019
4250 Highway 30 St. Gabriel, Louisiana (d)	90,000	Owned
1750 Swisco Road Sulphur, Louisiana (d)	112,000	Owned
111-01 and 111-21 14th Avenue College Point, New York (a)	73,013	2/28/2024
70 Schmitt Boulevard Farmingdale, New York (b)	76,380	7/31/2026
2102 Tobacco Road Durham, North Carolina (b)	55,944	3/31/2016
2900 Newpark Drive Norton, Ohio (b)	91,831	11/1/2017
1800 Markley Street Norristown, Pennsylvania (c)	93,000	9/30/2021
227 Trade Court Aiken, South Carolina (b)	66,000	9/30/2016
6045 East Shelby Drive Memphis, Tennessee (c)	53,618	4/30/2018
937 Pine Street Beaumont, Texas (d)	78,962	Owned
895 North Main Street Beaumont, Texas (d)	75,000	Owned
410 Flato Road Corpus Christi, Texas (d)	57,000	Owned
5550 Airline Drive and 25 Tidwell Road Houston, Texas (b)	97,936	12/31/2019

	Approximate Square Feet	Lease Expiration Date, Unless Owned
12415 Highway 225 La Porte, Texas (d)	78,000	Owned
2455 West 1500 South Salt Lake City, Utah (a)	58,339	3/31/2018

We believe that our property, plant and equipment are well maintained, in good operating condition and suitable for the purposes for which they are used.

See Note 15 - Commitments and Contingencies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for additional information regarding lease costs. We utilize substantially all of our leased or owned facilities and believe there will be no difficulty either in negotiating the renewal of our real property leases as they expire or in finding alternative space, if necessary.

(a) Principally used by a company engaged in the "United States electrical construction and facilities services" segment.

(b) Principally used by a company engaged in the "United States mechanical construction and facilities services" segment.

(c) Principally used by a company engaged in the "United States building services" segment.

(d) Principally used by a company engaged in the "United States industrial services" segment.

ITEM 3. LEGAL PROCEEDINGS

One of our subsidiaries, USM, Inc. ("USM"), doing business in California provides, among other things, janitorial services to its customers by having those services performed by independent janitorial companies. USM and one of its customers, which owns retail stores (the "Customer"), were co-defendants in a federal class action lawsuit brought by six employees of USM's California janitorial subcontractors. The action captioned Federico Vilchiz Vasquez, Jesus Vilchiz Vasquez, Francisco Domingo Claudio, for themselves and all others similarly situated vs. USM, Inc. dba USM Services, Inc., a Pennsylvania Corporation, et al., was commenced on September 5, 2013 in a Superior Court of California and was removed by USM on November 22, 2013 to the United States District Court for the Northern District of California. The employees alleged in their complaint, among other things, that USM and the Customer, during a period that began before our acquisition of USM, violated a California statute that prohibits USM from entering into a contract with a janitorial subcontractor when it knew or should have known that the contract did not include funds sufficient to allow the janitorial subcontractor to comply with all local, state and federal laws or regulations governing the labor or services to be provided. The employees asserted that the amounts USM paid to its janitorial subcontractors were insufficient to allow those janitorial subcontractors to meet their obligations regarding, among other things, wages due for all hours their employees worked, minimum wages, overtime pay and meal and rest breaks. These employees sought to represent not only themselves, but also all other individuals who provided janitorial services at the Customer's stores in California during the relevant four-year time period. We do not believe USM or the Customer violated the California statute or that the employees could have brought the action as a class action on behalf of other employees of janitorial companies with whom USM subcontracted for the provision of janitorial services to the Customer. The plaintiffs sought a declaratory judgment that USM had violated the California statute, monetary damages, including all unpaid wages and interest thereon, restitution for unpaid wages, and an award of attorneys' fees and costs.

USM and its Customer have settled the claims asserted in the class action pursuant to the terms of a consent decree approved by the federal judge in the United States District Court for the Northern District of California on February 16, 2016, which followed a determination by the Court of the consent decree's fairness, adequacy and reasonableness. Under the terms of the consent decree, USM will (a) pay an aggregate of $1.0 million (i) for monetary relief to the members of the class, (ii) for awards to the class representative plaintiffs, (iii) for California Labor Code Private Attorney General Act payments to the State of California for an immaterial amount, and (iv) for all costs of notice and administration of the claims process, (b) pay to counsel for the class an aggregate of $1.3 million, of which $0.2 million has been allocated for their reimbursable costs and litigation expenses and $1.1 million has been allocated for attorneys' fees, and (c) monitor USM's California subcontractors providing janitorial services to its Customer in accordance with agreed upon procedures designed principally to ensure janitorial employees of those subcontractors are paid no less than minimum wage.

We are involved in several other proceedings in which damages and claims have been asserted against us. Other potential claims may exist that have not yet been asserted against us. We believe that we have a number of valid defenses to such proceedings and claims and intend to vigorously defend ourselves. We do not believe that any such matters will have a material adverse effect on our financial position, results of operations or liquidity. Litigation is subject to many uncertainties and the outcome of litigation is not predictable with assurance. It is possible that some litigation matters for which reserves have not been established could be decided unfavorably to us, and that any such unfavorable decisions could have a material adverse effect on our financial position, results of operations or liquidity. See Note 15 - Commitments and Contingencies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for a discussion regarding certain other legal proceedings.

ITEM 4. MINE SAFETY DISCLOSURES

Information concerning mine safety violations or other regulatory matters required by Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 104 of Regulation S-K (17 CFR 229.104) is included in Exhibit 95 to this Form 10-K.

EXECUTIVE OFFICERS OF THE REGISTRANT

Anthony J. Guzzi, Age 51; President since October 2004 and Chief Executive Officer since January 2011. From October 2004 to January 2011, Mr. Guzzi served as Chief Operating Officer of the Company. From August 2001, until he joined the Company, Mr. Guzzi served as President of the North American Distribution and Aftermarket Division of Carrier Corporation ("Carrier"). Carrier is a manufacturer and distributor of commercial and residential HVAC and refrigeration systems and equipment and a provider of after-market services and components of its own products and those of other manufacturers in both the HVAC and refrigeration industries. Mr. Guzzi is also a member of our Board of Directors.

Sheldon I. Cammaker, Age 76; Vice Chairman since January 2016. From September 1987 to January 2016, Mr. Cammaker was Executive Vice President and General Counsel of the Company, and from May 1997 to January 2016, Mr. Cammaker was also Secretary of the Company. Prior to September 1987, Mr. Cammaker was a senior partner of the New York City law firm of Botein, Hays & Sklar.

R. Kevin Matz, Age 57; Executive Vice President-Shared Services of the Company since December 2007 and Senior Vice President-Shared Services from June 2003 to December 2007. From April 1996 to June 2003, Mr. Matz served as Vice President and Treasurer of the Company and Staff Vice President-Financial Services of the Company from March 1993 to April 1996.

Mark A. Pompa, Age 51; Executive Vice President and Chief Financial Officer of the Company since April 2006. From June 2003 to April 2006, Mr. Pompa was Senior Vice President-Chief Accounting Officer of the Company, and from June 2003 to January 2007, Mr. Pompa was also Treasurer of the Company. From September 1994 to June 2003, Mr. Pompa was Vice President and Controller of the Company.

Maxine L. Mauricio, Age 44; Senior Vice President, General Counsel and Secretary of the Company since January 2016. From January 2012 to December 2015, Ms. Mauricio was Vice President and Deputy General Counsel of the Company, and from May 2002 to December 2011, she served as Assistant General Counsel of the Company. Prior to joining the Company, Ms. Mauricio was an associate at Ropes & Gray LLP.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market Information. Our common stock trades on the New York Stock Exchange under the symbol "EME".

The following table sets forth high and low sales prices for our common stock for the periods indicated as reported by the New York Stock Exchange:

2015	High	Low
First Quarter	$ 47.20	$ 39.83
Second Quarter	$ 48.84	$ 43.74
Third Quarter	$ 48.89	$ 43.42
Fourth Quarter	$ 52.37	$ 42.85

2014	High	Low
First Quarter	$ 47.81	$ 40.12
Second Quarter	$ 48.00	$ 43.41
Third Quarter	$ 46.04	$ 39.96
Fourth Quarter	$ 45.87	$ 38.68

Holders. As of February 22, 2016, there were approximately 224 stockholders of record and, as of that date, we estimate there were approximately 33,305 beneficial owners holding our common stock in nominee or "street" name.

Dividends. We have paid quarterly dividends since October 25, 2011. We expect that quarterly dividends will be paid in the foreseeable future. Prior to October 25, 2011, no cash dividends had been paid on the Company's common stock. We currently pay a regular dividend of $0.08 per share. Our 2013 Credit Agreement places limitations on the payment of dividends on our common stock. However, we do not believe that the terms of such agreement currently materially limit our ability to pay a quarterly dividend of $0.08 per share for the foreseeable future.

Securities Authorized for Issuance Under Equity Compensation Plans. The following table summarizes, as of December 31, 2015, certain information regarding equity compensation plans that were approved by stockholders and equity compensation plans that were not approved by stockholders. The information in the table and in the notes thereto has been adjusted for stock splits.

	Equity Compensation Plan Information		
	A	B	C
Plan Category	Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights	Weighted Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance under Equity Compensation Plans (Excluding Securities Reflected in Column A)
Equity Compensation Plans Approved by Security Holders	1,005,613 (1)	$ 7.14 (1)	1,849,266 (2)
Equity Compensation Plans Not Approved by Security Holders	—	—	—
Total	1,005,613	$ 7.14	1,849,266

(1) Included within this amount are 698,887 restricted stock units awarded to our non-employee directors and employees. The weighted average exercise price would have been $23.42 had the weighted average exercise price calculation excluded such restricted stock units.

(2) Represents shares of our common stock available for future issuance under our 2010 Incentive Plan (the "2010 Plan"), which may be issuable in respect of options and/or stock appreciation rights granted under the 2010 Plan and/or may also be issued pursuant to the award of restricted stock, unrestricted stock and/or awards that are valued in whole or in part by reference to, or are otherwise based on the fair market value of, our common stock.

Purchase of Equity Securities by the Issuer and Affiliated Purchasers

The following table summarizes repurchases of our common stock made during the quarter ended December 31, 2015 by us:

Period	Total Number of Shares Purchased[1]	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares That May Yet be Purchased Under the Plan or Programs
October 1, 2015 to October 31, 2015	93,612	$43.76	93,612	$339,396,205
November 1, 2015 to November 30, 2015	524,493	$49.49	524,493	$313,424,535
December 1, 2015 to December 31, 2015	1,207,919	$49.05	1,207,919	$254,139,815

(1) On September 26, 2011, our Board of Directors authorized us to repurchase up to $100.0 million of our outstanding common stock. On December 5, 2013, October 23, 2014 and October 28, 2015, our Board of Directors authorized us to repurchase up to an additional $100.0 million, $250.0 million and $200.0 million of our outstanding common stock, respectively. As of December 31, 2015, there remained available authorization for us to repurchase approximately $254.1 million of our shares. No shares have been repurchased since the programs have been announced other than pursuant to these publicly announced programs. Repurchases may be made from time to time as permitted by securities laws and other legal requirements.

ITEM 6. SELECTED FINANCIAL DATA

The following selected financial data has been derived from our audited financial statements and should be read in conjunction with the consolidated financial statements, the related notes thereto and the report of our independent registered public accounting firm thereon included elsewhere in this and our previously filed annual reports on Form 10-K.

See Note 3 - Acquisitions of Businesses and Note 4 - Disposition of Assets of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for a discussion regarding acquisitions and dispositions. During the third quarter of 2014, we ceased construction operations in the United Kingdom. The results of the construction operations of our United Kingdom segment for all periods are presented as discontinued operations. In addition, the results of operations for 2011 reflect discontinued operations accounting due to the disposition in August 2011 of our Canadian subsidiary.

Income Statement Data
(In thousands, except per share data)

	Years Ended December 31,				
	2015	2014	2013	2012	2011
Revenues	$ 6,718,726	$ 6,424,965	$ 6,333,527	$ 6,195,494	$ 5,450,393
Gross profit	$ 944,479	$ 907,246	$ 821,646	$ 803,979	$ 724,733
Impairment loss on identifiable intangible assets	$ —	$ 1,471	$ —	$ —	$ 3,795
Gain on sale of building	$ —	$ 11,749	$ —	$ —	$ —
Operating income	$ 287,082	$ 289,878	$ 240,350	$ 260,303	$ 214,119
Net income attributable to EMCOR Group, Inc.	$ 172,286	$ 168,664	$ 123,792	$ 146,584	$ 130,826
Basic earnings (loss) per common share:					
From continuing operations	$ 2.74	$ 2.61	$ 2.19	$ 2.32	$ 1.86
From discontinued operations	(0.00)	(0.07)	(0.34)	(0.12)	0.10
	$ 2.74	$ 2.54	$ 1.85	$ 2.20	$ 1.96
Diluted earnings (loss) per common share:					
From continuing operations	$ 2.72	$ 2.59	$ 2.16	$ 2.28	$ 1.82
From discontinued operations	(0.00)	(0.07)	(0.34)	(0.12)	0.09
	$ 2.72	$ 2.52	$ 1.82	$ 2.16	$ 1.91

Balance Sheet Data
(In thousands)

	As of December 31,				
	2015	2014	2013	2012	2011
Equity (1)	$ 1,480,056	$ 1,429,387	$ 1,479,626	$ 1,357,179	$ 1,245,131
Total assets	$ 3,546,470	$ 3,388,967	$ 3,465,915	$ 3,107,070	$ 3,014,076
Goodwill	$ 843,170	$ 834,102	$ 834,825	$ 566,588	$ 566,805
Borrowings under revolving credit facility	$ —	$ —	$ —	$ 150,000	$ 150,000
Term loan, including current maturities	$ 315,000	$ 332,500	$ 350,000	$ —	$ —
Other long-term debt, including current maturities	$ 44	$ 57	$ 11	$ 18	$ —
Capital lease obligations, including current maturities	$ 3,869	$ 2,883	$ 4,652	$ 5,881	$ 4,857

(1) During 2015, we repurchased approximately 2.3 million shares of our common stock for approximately $112.3 million. Since the inception of the repurchase programs in 2011 through December 31, 2015, we have repurchased 9.9 million shares of our common stock for approximately $395.9 million. The repurchase of shares results in a reduction of our equity. We have paid quarterly dividends since October 25, 2011. We expect that quarterly dividends will be paid in the foreseeable future. Prior to October 25, 2011, no cash dividends had been paid on the Company's common stock. We currently pay a regular quarterly dividend of $0.08 per share.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

We are one of the largest electrical and mechanical construction and facilities services firms in the United States. In addition, we provide a number of building services and industrial services. Our services are provided to a broad range of commercial, industrial, utility and institutional customers through approximately 70 operating subsidiaries and joint venture entities. Our offices are located in the United States and the United Kingdom.

Operating Segments

We have the following reportable segments which provide services associated with the design, integration, installation, start-up, operation and maintenance of various systems: (a) United States electrical construction and facilities services (involving systems for electrical power transmission and distribution; premises electrical and lighting systems; low-voltage systems, such as fire alarm, security and process control; voice and data communication; roadway and transit lighting; and fiber optic lines); (b) United States mechanical construction and facilities services (involving systems for heating, ventilation, air conditioning, refrigeration and clean-room process ventilation; fire protection; plumbing, process and high-purity piping; controls and filtration; water and wastewater treatment; central plant heating and cooling; cranes and rigging; millwrighting; and steel fabrication, erection and welding); (c) United States building services; (d) United States industrial services; and (e) United Kingdom building services. The "United States building services" and "United Kingdom building services" segments principally consist of those operations which provide a portfolio of services needed to support the operation and maintenance of customers' facilities, including commercial and government site-based operations and maintenance; facility maintenance and services, including reception, security and catering services; outage services to utilities and industrial plants; military base operations support services; mobile maintenance and services; floor care and janitorial services; landscaping, lot sweeping and snow removal; facilities management; vendor management; call center services; installation and support for building systems; program development, management and maintenance for energy systems; technical consulting and diagnostic services; infrastructure and building projects for federal, state and local governmental agencies and bodies; and small modification and retrofit projects, which services are not generally related to customers' construction programs. The segment "United States industrial services" principally consists of those operations which provide industrial maintenance and services, including those for refineries and petrochemical plants, including on-site repairs, maintenance and service of heat exchangers, towers, vessels and piping; design, manufacturing, repair and hydro blast cleaning of shell and tube heat exchangers and related equipment; refinery turnaround planning and engineering services; specialty welding services; overhaul and maintenance of critical process units in refineries and petrochemical plants; and specialty technical services for refineries and petrochemical plants.

We acquired three companies in 2015, each for an immaterial amount. Two of the companies acquired primarily provide mechanical construction services, and their results of operations have been included in our United States mechanical construction and facilities services segment. The results of operations for the other company acquired have been included in our United States building services segment.

We completed the acquisition of RepconStrickland, Inc. ("RSI") during 2013, and its results have been included in our United States industrial services segment since its acquisition. In addition, we completed two other acquisitions during 2013, and their results have been included in our United States mechanical construction and facilities services segment. These acquired businesses expanded our service capabilities into new technical areas.

2015 versus 2014

Overview

The following table presents selected financial data for the fiscal years ended December 31, 2015 and 2014 (in thousands, except percentages and per share data):

	2015	2014
Revenues	$ 6,718,726	$ 6,424,965
Revenues increase from prior year	4.6%	1.4%
Restructuring expenses	$ 824	$ 1,168
Impairment loss on identifiable intangible assets	$ —	$ 1,471
Gain on sale of building	$ —	$ 11,749
Operating income	$ 287,082	$ 289,878
Operating income as a percentage of revenues	4.3%	4.5%
Income from continuing operations	$ 172,567	$ 178,117
Net income attributable to EMCOR Group, Inc.	$ 172,286	$ 168,664
Diluted earnings per common share from continuing operations	$ 2.72	$ 2.59

The results of our operations for 2015 set new Company records in terms of revenues and diluted earnings per share from continuing operations. Our 2015 results included increased revenues from all of our reportable segments. In addition, excluding the impact of the $11.7 million gain on the sale of a building and the $1.5 million impairment loss on identifiable intangible assets in 2014, our operating income (operating income as a percentage of revenues) increased in 2015 compared to 2014. Our overall 2015 operating income and operating margin were favorably impacted by improved operating performance within: (a) our United States mechanical construction and facilities services segment, partially attributable to revenues of $12.1 million recognized as a result of the settlement of a claim on an institutional project located in the southeastern United States, and (b) our United States building services segment, as a result of increased profitability within this segment's mobile mechanical and commercial site-based services operations.

Our operating results for 2015 were negatively impacted by: (a) our United States electrical construction and facilities services segment, (b) our United States industrial services segment and (c) our United Kingdom building services segment. Decreases in both operating income and operating margin within our United States electrical construction and facilities services segment were partially attributable to approximately $10.1 million of losses incurred on several transportation projects. Decreases in both operating income and operating margin within our United States industrial services segment were primarily due to: (a) the negative impact of a nationwide strike by union employees of certain major oil refineries in the first half of 2015, which led to both deferrals and losses of certain turnaround projects that generate relatively high gross profit margins, and (b) a decrease in the billing rates and related gross profit margins within our industrial shop services operations due to competitive market conditions resulting from decreased demand for new heat exchangers as a result of volatility in crude oil prices that led to a curtailment in capital spending.

Two of the companies acquired in 2015, which are reported in our United States mechanical construction and facilities services segment, generated incremental revenues of $12.5 million and less than $0.1 million of operating income, net of $0.3 million of amortization expense associated with identifiable intangible assets. The results of operations for the third company acquired in 2015, which are reported in our United States building services segment, were de minimis.

Discussion and Analysis of Results of Operations

Revenues

As described in more detail below, revenues for 2015 were $6.7 billion compared to $6.4 billion for 2014. The increase in revenues for 2015 was primarily attributable to: (a) increased revenues from both of our domestic construction segments, (b) increased demand for our industrial field services within our United States industrial services segment and (c) increased revenues from our mobile mechanical services operations within our United States building services segment. Revenues increased within our United States industrial services segment despite a nationwide strike by union employees of certain major oil refineries that negatively impacted the first half of 2015.

The following table presents our revenues for each of our operating segments and the approximate percentages that each segment's revenues were of total revenues for the years ended December 31, 2015 and 2014 (in thousands, except for percentages):

Revenues from unrelated entities:	2015	% of Total	2014	% of Total
United States electrical construction and facilities services	$ 1,367,142	20%	$ 1,311,988	20%
United States mechanical construction and facilities services	2,312,763	34%	2,201,212	34%
United States building services	1,739,259	26%	1,721,341	27%
United States industrial services	922,085	14%	839,980	13%
Total United States operations	6,341,249	94%	6,074,521	95%
United Kingdom building services	377,477	6%	350,444	5%
Total worldwide operations	$ 6,718,726	100%	$ 6,424,965	100%

Revenues of our United States electrical construction and facilities services segment were $1,367.1 million for the year ended December 31, 2015 compared to revenues of $1,312.0 million for the year ended December 31, 2014. The increase in revenues was primarily attributable to an increase in revenues from commercial, healthcare and manufacturing construction projects, partially offset by a decrease in revenues from institutional construction projects.

Our United States mechanical construction and facilities services segment revenues for the year ended December 31, 2015 were $2,312.8 million, a $111.6 million increase compared to revenues of $2,201.2 million for the year ended December 31, 2014. The increase in revenues was primarily attributable to an increase in revenues from commercial and institutional construction projects, partially offset by a decline in revenues from manufacturing, water and wastewater and transportation construction projects. The results for the year ended December 31, 2015 included $12.5 million of revenues generated by companies acquired in 2015.

Revenues of our United States building services segment were $1,739.3 million and $1,721.3 million in 2015 and 2014, respectively. The increase in revenues was primarily attributable to increased revenues from: (a) our mobile mechanical services operations, in part due to significant activity in the California and New England regions and increased project and retrofit activities, and (b) our energy services operations. These increases were partially offset by decreased revenues from: (a) our government site-based services operations as a result of the completion in 2014 of two large long-term site-based joint venture projects not renewed pursuant to rebid, (b) our commercial site-based services operations as a result of: (i) a decline in add-on project activities, (ii) a decrease in revenues from its snow removal activities, as a result of less snowfall in geographical areas in which many of our contracts are based on a per snow event basis, and (iii) a decrease in revenues from supplier management contracts.

Revenues of our United States industrial services segment for the year ended December 31, 2015 increased by $82.1 million compared to the year ended December 31, 2014. The increase in revenues was primarily due to large capital and maintenance project activity within our industrial field services operations. Revenues increased within this segment despite a nationwide strike by union employees of certain major oil refineries that negatively impacted the first half of 2015.

Our United Kingdom building services segment revenues were $377.5 million in 2015 compared to $350.4 million in 2014. The increase in revenues was due to an increase in activity in the commercial market attributable to several new contract awards as well as increased work under existing contracts. The increase in revenues was partially offset by a decrease of $29.2 million relating to the effect of unfavorable exchange rates for the British pound versus the United States dollar.

Backlog

The following table presents our operating segment backlog from unrelated entities and their respective percentages of total backlog (in thousands, except for percentages):

Backlog:	December 31, 2015	% of Total	December 31, 2014	% of Total
United States electrical construction and facilities services	$ 1,145,791	30%	$ 1,176,372	32%
United States mechanical construction and facilities services	1,683,501	45%	1,473,018	41%
United States building services	762,196	20%	732,960	20%
United States industrial services	54,578	1%	101,154	3%
Total United States operations	3,646,066	97%	3,483,504	96%
United Kingdom building services	125,097	3%	150,084	4%
Total worldwide operations	$ 3,771,163	100%	$ 3,633,588	100%

Our backlog at December 31, 2015 was $3.77 billion compared to $3.63 billion at December 31, 2014. This increase in backlog was primarily attributable to an increase in backlog from our United States mechanical construction and facilities services segment and our United States building services segment, partially offset by lower backlog from our other reportable segments. Backlog increases with awards of new contracts and decreases as we perform work on existing contracts. Backlog is not a term recognized under United States generally accepted accounting principles; however, it is a common measurement used in our industry. We include a project within our backlog at such time as a contract is awarded and agreement on contract terms has been reached. Backlog includes unrecognized revenues to be realized from uncompleted construction contracts plus unrecognized revenues expected to be realized over the remaining term of services contracts. However, we do not include in backlog contracts for which we are paid on a time and material basis and a fixed amount cannot be determined, and if the remaining term of a services contract exceeds 12 months, the unrecognized revenues attributable to such contract included in backlog are limited to only the next 12 months of revenues provided for in the contract award. Our backlog also includes amounts related to services contracts for which a fixed price contract value is not assigned when a reasonable estimate of total revenues can be made from budgeted amounts agreed to with our customer. Our backlog is comprised of: (a) original contract amounts, (b) change orders for which we have received written confirmations from our customers, (c) pending change orders for which we expect to receive confirmations in the ordinary course of business and (d) claim amounts that we have made against customers for which we have determined we have a legal basis under existing contractual arrangements and as to which we consider recovery to be probable. Such claim amounts were immaterial for all periods presented. Our backlog does not include anticipated revenues from unconsolidated joint ventures or variable interest entities and anticipated revenues from pass-through costs on contracts for which we are acting in the capacity of an agent and which are reported on the net basis. We believe our backlog is firm, although many contracts are subject to cancellation at the election of our customers. Historically, cancellations have not had a material adverse effect on us.

Cost of sales and Gross profit

The following table presents cost of sales, gross profit (revenues less cost of sales), and gross profit margin (gross profit as a percentage of revenues) for the years ended December 31, 2015 and 2014 (in thousands, except for percentages):

	2015	2014
Cost of sales	$ 5,774,247	$ 5,517,719
Gross profit	$ 944,479	$ 907,246
Gross profit margin	14.1%	14.1%

Our gross profit for the year ended December 31, 2015 was $944.5 million, a $37.2 million increase compared to the gross profit of $907.2 million for the year ended December 31, 2014. Our gross profit margin was 14.1% for both 2015 and 2014. Favorable variances in both gross profit and gross profit margin within: (a) our United States mechanical construction and facilities services segment, which included revenues of $12.1 million recognized as a result of the settlement of a claim on an institutional project located in the southeastern United States, and (b) our United States building services segment were partially offset by decreases in gross profit and gross profit margin within our United Kingdom building services and our United States electrical construction and facilities services segment. Gross profit within our United States industrial services segment slightly increased; however, gross margin within this segment declined due to a decrease in the billing rates and related gross profit margins within our industrial shop services operations due to competitive market conditions resulting from decreased demand for new heat exchangers as a result of volatility in crude oil prices that led to a curtailment in capital spending.

Selling, general and administrative expenses

The following table presents selling, general and administrative expenses and SG&A margin (selling, general and administrative expenses as a percentage of revenues) for the years ended December 31, 2015 and 2014 (in thousands, except for percentages):

	2015	2014
Selling, general and administrative expenses	$ 656,573	$ 626,478
Selling, general and administrative expenses as a percentage of revenues	9.8%	9.8%

Our selling, general and administrative expenses for the year ended December 31, 2015 were $656.6 million, a $30.1 million increase compared to selling, general and administrative expenses of $626.5 million for the year ended December 31, 2014. Selling, general and administrative expenses as a percentage of revenues were 9.8% for both 2015 and 2014. The increase in selling, general and administrative expenses was due to higher employee related costs such as incentive compensation, salaries and medical insurance costs, as well as certain other costs including computer hardware and software expenses, partially offset by a decrease in legal costs. Increased incentive compensation was principally due to higher annual operating results within certain operations than in 2014, which resulted in increased accruals for their incentive compensation plans. The increase in salaries was attributable to an increase in headcount, commensurate with an increase in revenues, as well as cost of living adjustments and merit pay increases.

Restructuring expenses

Restructuring expenses were $0.8 million and $1.2 million for 2015 and 2014, respectively. The 2015 restructuring expenses included $0.9 million of employee severance obligations and the reversal of $0.1 million relating to the termination of leased facilities. The 2014 restructuring expenses included $0.6 million of employee severance obligations and $0.6 million relating to the termination of leased facilities. As of December 31, 2015 and 2014, the balance of restructuring related obligations yet to be paid was $0.1 million and $0.3 million, respectively. The majority of obligations outstanding as of December 31, 2014 was paid during 2015. The obligations outstanding as of December 31, 2015 will be paid during the first half of 2016.

Gain on sale of building

On July 22, 2014, we sold a building and land owned by one of our subsidiaries reported in the United States mechanical construction and facilities services segment. We recognized a gain of approximately $11.7 million on this transaction in the third quarter of 2014, which has been classified as a "Gain on sale of building" in the Consolidated Statements of Operations.

Impairment loss on goodwill and identifiable intangible assets

No impairment of our identifiable intangible assets was recognized for the year ended December 31, 2015. In conjunction with our 2014 annual impairment test on October 1, we recognized a $1.5 million non-cash impairment charge related to subsidiary trade names within the United States mechanical construction and facilities services segment and the United States building services segment. The 2014 impairment primarily resulted from lower forecasted revenues from two companies within these segments. Additionally, no impairment of our goodwill was recognized for the years ended December 31, 2015 and 2014.

Operating income (loss)

The following table presents by segment our operating income (loss) and each segment's operating income (loss) as a percentage of such segment's revenues from unrelated entities for the years ended December 31, 2015 and 2014 (in thousands, except for percentages):

	2015	% of Segment Revenues	2014	% of Segment Revenues
Operating income (loss):				
United States electrical construction and facilities services	$ 82,225	6.0%	$ 90,873	6.9%
United States mechanical construction and facilities services	138,688	6.0%	114,418	5.2%
United States building services	70,532	4.1%	65,885	3.8%
United States industrial services	56,469	6.1%	63,159	7.5%
Total United States operations	347,914	5.5%	334,335	5.5%
United Kingdom building services	11,634	3.1%	15,011	4.3%
Corporate administration	(71,642)	—	(68,578)	—
Restructuring expenses	(824)	—	(1,168)	—
Impairment loss on identifiable intangible assets	—	—	(1,471)	—
Gain on sale of building	—	—	11,749	—
Total worldwide operations	287,082	4.3%	289,878	4.5%
Other corporate items:				
Interest expense	(8,932)		(9,075)	
Interest income	673		842	
Income from continuing operations before income taxes	$ 278,823		$ 281,645	

As described in more detail below, we had operating income of $287.1 million for 2015 compared to operating income of $289.9 million for 2014. Operating margin was 4.3% and 4.5% for 2015 and 2014, respectively. Included within operating income for 2014 was an $11.7 million gain on the sale of a building, resulting in a 0.2% impact on our consolidated operating margin for 2014.

Operating income of our United States electrical construction and facilities services segment for the year ended December 31, 2015 was $82.2 million compared to operating income of $90.9 million for the year ended December 31, 2014. The decrease in operating income for the year ended December 31, 2015 was due to a decrease in gross profit from transportation, institutional and manufacturing construction projects and an increase in selling, general and administrative expenses due to higher employee related costs such as incentive compensation and salaries. The decrease in gross profit from transportation construction projects included approximately $10.1 million of losses incurred on several projects due to productivity issues and delays. The increase in incentive compensation was principally due to higher annual operating results within certain operations than in 2014, which resulted in increased accruals for certain of our incentive compensation plans. The decrease in operating income was partially offset by an increase in gross profit from: (a) commercial construction projects, partially due to profits recognized on contracts in the Mid-Atlantic region and (b) healthcare construction projects. The decrease in operating margin for the year ended December 31, 2015 was attributable to a decrease in gross profit margin, partially as a result of losses recorded on transportation projects, as well as an increase in the ratio of selling, general and administrative expenses to revenues resulting from an increase in incentive compensation due to higher annual operating results within certain operations than in 2014.

Our United States mechanical construction and facilities services segment operating income for the year ended December 31, 2015 was $138.7 million, a $24.3 million increase compared to operating income of $114.4 million for the year ended December 31, 2014. Operating income was favorably impacted by an increase in gross profit from institutional, commercial and manufacturing construction projects, partially offset by an increase in selling, general and administrative expenses. The results for 2015 included revenues of $12.1 million recognized as a result of the settlement of a claim on an institutional project located in the southeastern United States. The results for 2014 included the receipt of $3.0 million from former shareholders of a company we had acquired as a result of the settlement of a claim by us under the acquisition agreement; this payment has been recorded as a reduction of "Cost of sales" in the Consolidated Statements of Operations. The increase in selling, general and administrative expenses was primarily the result of an increase in incentive compensation due to higher annual operating results than in 2014, which resulted in increased accruals for certain of our incentive compensation plans. Companies acquired in 2015 generated operating income of less than $0.1 million, net of amortization expense of $0.3 million attributable to identifiable intangible assets. The increase in operating margin for the year ended December 31, 2015 was attributable to an increase in gross profit margin.

Operating income of our United States building services segment was $70.5 million and $65.9 million in 2015 and 2014, respectively. The increase in operating income was primarily attributable to improved performance from: (a) our mobile mechanical services operations, partially due to increased profitability in projects, retrofits, repair services work and service contracts, and (b) our commercial site-based services operations, partially due to a reduction in legal costs. These increases were partially offset by a decrease in operating income from: (a) our energy services operations as, in 2014, we benefited from the successful completion of a large project and (b) our government site-based services operations as a result of the completion in 2014 of two large long-term site-based joint venture projects not renewed pursuant to rebid. The results for the year ended December 31, 2015 included income of approximately $2.7 million, net of associated legal costs, upon the favorable settlement of a claim by us against the former owner of a company we had previously acquired within our commercial site-based services operations. The increase in operating margin for the year ended December 31, 2015 was attributable to an increase in gross profit margin.

Operating income of our United States industrial services segment for the year ended December 31, 2015 decreased by $6.7 million compared to operating income for the year ended December 31, 2014. The decrease in operating income was primarily attributable to: (a) a decrease in gross profit from our industrial shop services operations due to: (i) a decrease in the billing rates and related gross profit margins due to competitive market conditions resulting from decreased demand for new heat exchangers as a result of volatility in crude oil prices that led to a curtailment in capital spending and (ii) the mix of work, which included fewer repair projects than in 2014, that generate relatively high gross profit margins, (b) the negative impact of a nationwide strike by union employees of certain major oil refineries in the first half of 2015, which led to both deferrals and losses of certain turnaround projects that generate relatively high gross profit margins, and (c) an increase in selling, general and administrative expenses due to higher employee related costs such as salaries and employee benefits, partially as a result of increased headcount. The decrease in operating income was partially offset by large capital and maintenance project activity within our industrial field services operations. The decrease in operating margin for the year ended December 31, 2015 was attributable to a decrease in gross profit margin.

Our United Kingdom building services segment's operating income for the year ended December 31, 2015 was $11.6 million compared to operating income of $15.0 million for the year ended December 31, 2014. The decrease in operating income and operating margin was primarily attributable to the impact of $4.8 million of income recognized in the second quarter of 2014 as a result of a reduction in the estimate of certain accrued contract costs that were no longer expected to be incurred. The overall decrease in gross profit in this segment was partially offset by an increase in gross profit from both new contract awards and increased project activity within the commercial market. This segment recorded a decrease in operating income of $0.9 million relating to the effect of unfavorable exchange rates for the British pound versus the United States dollar.

Our corporate administration operating loss was $71.6 million for 2015 compared to $68.6 million in 2014. The increase in expenses for the year ended December 31, 2015 was primarily due to an increase in certain employment costs, such as incentive compensation and salaries, as well as certain other expenses including legal costs. The increase in incentive compensation was partially due to higher awards earned than in 2014, which resulted in increased accruals for certain of our incentive compensation plans.

Non-operating items

Interest expense was $8.9 million and $9.1 million for 2015 and 2014, respectively. The decrease in interest expense for 2015 compared to 2014 was primarily due to lower borrowings outstanding.

Interest income was $0.7 million and $0.8 million for 2015 and 2014, respectively. The decrease in interest income was primarily related to lower invested cash balances.

For joint ventures that have been accounted for using the consolidation method of accounting, noncontrolling interest represents the allocation of earnings to our joint venture partners who either have a minority-ownership interest in the joint venture or are not at risk for the majority of losses of the joint venture.

Our 2015 income tax provision from continuing operations was $106.3 million compared to $103.5 million for 2014. The actual income tax rates on income from continuing operations before income taxes, less amounts attributable to noncontrolling interests, for the years ended December 31, 2015 and 2014, were 38.1% and 37.4%, respectively. The increase in the 2015 income tax provision compared to 2014 was predominantly due to certain increases in the state tax provision attributable to the mix of earnings and the effect of a change in the United Kingdom statutory tax rate on deferred tax assets.

Discontinued operations

Due to a historical pattern of losses in the construction operations of our United Kingdom segment and our negative assessment of construction market conditions in the United Kingdom for the foreseeable future, we announced during the quarter ended June 30, 2013 our decision to withdraw from the construction market in the United Kingdom. During the third quarter of 2014, we ceased construction operations in the United Kingdom. The results of the construction operations of our United Kingdom segment for all periods are presented in our Consolidated Financial Statements as discontinued operations.

2014 versus 2013

Overview

The following table presents selected financial data for the fiscal years ended December 31, 2014 and 2013 (in thousands, except percentages and per share data):

	2014	2013
Revenues	$ 6,424,965	$ 6,333,527
Revenues increase from prior year	1.4%	2.2%
Restructuring expenses	$ 1,168	$ 647
Impairment loss on identifiable intangible assets	$ 1,471	$ —
Gain on sale of building	$ 11,749	$ —
Operating income	$ 289,878	$ 240,350
Operating income as a percentage of revenues	4.5%	3.8%
Income from continuing operations	$ 178,117	$ 150,423
Net income attributable to EMCOR Group, Inc.	$ 168,664	$ 123,792
Diluted earnings per common share from continuing operations	$ 2.59	$ 2.16

Overall revenues, operating income and operating margin (operating income as a percentage of revenues) increased in 2014 compared to 2013. The increase in revenues is primarily attributable to higher revenues from our United States industrial services segment and our United Kingdom building services segment, partially offset by a decline in revenues from our (a) United States mechanical construction and facilities services segment, (b) United States building services segment and (c) United States electrical construction and facilities services segment. Companies acquired in 2013, which are reported in our United States industrial segment and our United States mechanical construction and facilities services segment, generated incremental revenues of $231.2 million in 2014. This amount reflects acquired companies' revenues in 2014 only for the time period these entities were not owned by EMCOR in the comparable 2013 period.

The increases in operating income were primarily attributable to improved operating performance within all of our reportable segments, except for our United States electrical construction and facilities services segment and our United States building services segment. Operating income margins increased within all of our reportable segments, except for our United States electrical construction and facilities services segment and our United States industrial services segment. In addition, our operating income and operating margin were favorably impacted by an $11.7 million gain on the sale of a building. Companies acquired in 2013, which are reported in our United States industrial segment and our United States mechanical construction and facilities services segment, contributed $9.3 million to operating income, net of $8.2 million of amortization expense associated with identifiable intangible assets. These amounts reflect acquired companies' operating results in 2014 only for the time period these entities were not owned by EMCOR in the comparable 2013 period.

Discussion and Analysis of Results of Operations

Revenues

As described in more detail below, revenues for 2014 were $6.4 billion compared to $6.3 billion for 2013. The increase in revenues for 2014 was primarily attributable to revenues of $231.2 million attributable to companies acquired in 2013 (which reflects acquired companies' revenues in 2014 only for the time period these entities were not owned by EMCOR in the comparable 2013 period) and higher revenues from our United States industrial services segment and our United Kingdom building services segment. This increase was partially offset by lower revenues from our other reportable segments.

The following table presents our revenues for each of our operating segments and the approximate percentages that each segment's revenues were of total revenues for the years ended December 31, 2014 and 2013 (in thousands, except for percentages):

	2014	% of Total	2013	% of Total
Revenues from unrelated entities:				
United States electrical construction and facilities services	$ 1,311,988	20%	$ 1,345,750	21%
United States mechanical construction and facilities services	2,201,212	34%	2,329,834	37%
United States building services	1,721,341	27%	1,794,978	28%
United States industrial services	839,980	13%	519,413	8%
Total United States operations	6,074,521	95%	5,989,975	95%
United Kingdom building services	350,444	5%	343,552	5%
Total worldwide operations	$ 6,424,965	100%	$ 6,333,527	100%

Revenues of our United States electrical construction and facilities services segment were $1,312.0 million for the year ended December 31, 2014 compared to revenues of $1,345.8 million for the year ended December 31, 2013. The decrease in revenues was primarily attributable to a decrease in revenues from institutional and manufacturing construction projects, primarily in the southern California and Washington D.C. markets, as well as a decrease in revenues from water and wastewater construction projects. These decreases were partially offset by higher levels of work from transportation, commercial and healthcare projects.

Our United States mechanical construction and facilities services segment revenues for the year ended December 31, 2014 were $2,201.2 million, a $128.6 million decrease compared to revenues of $2,329.8 million for the year ended December 31, 2013. This decrease in revenues was primarily attributable to a decline in revenues from manufacturing construction projects, partially as the result of the completion in 2013 of several large projects within this market sector, which were not replaced. This decrease was partially offset by: (a) an increase in revenues from commercial, hospitality and institutional construction projects and (b) incremental revenues of $19.2 million generated by companies acquired in 2013. This amount reflects acquired companies' revenues in 2014 only for the time period these entities were not owned by EMCOR in the comparable 2013 period.

Revenues of our United States building services segment were $1,721.3 million and $1,795.0 million in 2014 and 2013, respectively. This decrease in revenues was primarily attributable to decreased revenues from: (a) our commercial site-based services operations, as a result of a decline in revenues from supplier management contracts, including a large contract that was terminated by agreement of both parties, (b) our energy services operations, due to a reduction in large project work, and (c) our government site-based services operations, as a result of the completion of a large long-term site-based joint venture project located in the Pacific Northwest not renewed pursuant to rebid. These decreases were partially offset by an increase in revenues from our mobile mechanical service operations, primarily within the California and New England markets.

Revenues of our United States industrial services segment for the year ended December 31, 2014 increased by $320.6 million compared to the year ended December 31, 2013. For the seven months ended July 31, 2014, RSI generated incremental revenues of $212.0 million. This amount reflects RSI's revenues in 2014 only for the time period RSI was not owned by EMCOR in the comparable 2013 period. The increase in revenues was also attributable to an increased demand for our industrial field services operations, partially offset by a decrease in revenues from our industrial shop services operations.

Our United Kingdom building services segment revenues were $350.4 million in 2014 compared to $343.6 million in 2013. This increase in revenues was due to an increase of $16.9 million relating to the effect of favorable exchange rates for the British pound versus the United States dollar and increased activity within the commercial and healthcare markets, partially offset by decreased activity within the transportation and institutional markets.

Backlog

The following table presents our operating segment backlog from unrelated entities and their respective percentages of total backlog (in thousands, except for percentages):

Backlog:	December 31, 2014	% of Total	December 31, 2013	% of Total
United States electrical construction and facilities services	$ 1,176,372	32%	$ 993,919	30%
United States mechanical construction and facilities services	1,473,018	41%	1,325,941	40%
United States building services	732,960	20%	761,855	23%
United States industrial services	101,154	3%	94,187	3%
Total United States operations	3,483,504	96%	3,175,902	95%
United Kingdom building services	150,084	4%	167,804	5%
Total worldwide operations	$ 3,633,588	100%	$ 3,343,706	100%

Our backlog at December 31, 2014 was $3.63 billion compared to $3.34 billion at December 31, 2013. This increase in backlog was primarily attributable to an increase in contracts awarded for work in our: (a) United States electrical construction and facilities services segment and (b) United States mechanical construction and facilities services segment. Backlog increases with awards of new contracts and decreases as we perform work on existing contracts.

Cost of sales and Gross profit

The following table presents cost of sales, gross profit (revenues less cost of sales), and gross profit margin (gross profit as a percentage of revenues) for the years ended December 31, 2014 and 2013 (in thousands, except for percentages):

	2014	2013
Cost of sales	$ 5,517,719	$ 5,511,881
Gross profit	$ 907,246	$ 821,646
Gross profit margin	14.1%	13.0%

Our gross profit for the year ended December 31, 2014 was $907.2 million, an $85.6 million increase compared to the gross profit of $821.6 million for the year ended December 31, 2013. The increase in gross profit was primarily attributable to improved profitability within all of our reportable segments, except for our United States electrical construction and facilities services segment. Gross profit in 2013 within our United States mechanical construction and facilities services segment was negatively impacted by aggregate losses of approximately $24.5 million from one of our subsidiaries at two projects located in the southeastern United States. Companies acquired in 2013 included in our United States industrial services segment and our United States mechanical construction and facilities services segment contributed an aggregate of $35.9 million to gross profit in 2014. This amount reflects acquired companies' gross profit in 2014 only for the time period these entities were not owned by EMCOR in the comparable 2013 period.

Our gross profit margin was 14.1% and 13.0% for 2014 and 2013, respectively. Gross profit margin for 2014 increased within most of our reportable segments. Our consolidated gross profit margin benefited from an increase in revenues from our United States industrial services segment, which historically generates higher gross profit margins than our other reportable segments. Gross profit margin for 2013 was adversely impacted by the two significant project write-downs reported in our United States mechanical construction and facilities services segment, resulting in a 0.4% impact on consolidated gross profit margin.

Selling, general and administrative expenses

The following table presents selling, general and administrative expenses, and selling, general and administrative expenses as a percentage of revenues, for the years ended December 31, 2014 and 2013 (in thousands, except for percentages):

	2014	2013
Selling, general and administrative expenses	$ 626,478	$ 580,649
Selling, general and administrative expenses as a percentage of revenues	9.8%	9.2%

Our selling, general and administrative expenses for the year ended December 31, 2014 were $626.5 million, a $45.8 million increase compared to selling, general and administrative expenses of $580.6 million for the year ended December 31, 2013. Selling, general and administrative expenses as a percentage of revenues were 9.8% and 9.2% for the years ended December 31, 2014 and 2013, respectively. This increase in selling, general and administrative expenses primarily resulted from: (a) $26.6 million of

expenses directly related to companies acquired in 2013, including amortization expense of $8.2 million attributable to identifiable intangible assets (which reflect acquired companies' expenses in 2014 only for the time period these entities were not owned by EMCOR in the comparable 2013 period), (b) higher employee related costs such as incentive compensation and employee benefits and (c) higher legal costs, including the unfavorable settlement of a legal matter. In addition, our selling, general and administrative expenses as a percentage of revenues increased due to higher revenues from our United States industrial services segment, which has a higher fixed cost structure than our other reportable segments. Selling, general and administrative expenses for the year ended December 31, 2013 included $6.1 million of transaction costs associated with the acquisition of RSI. Selling, general and administrative expenses for the year ended December 31, 2013 were reduced by $6.8 million of income attributable to the reversal of contingent consideration accruals relating to acquisitions made prior to 2013.

Restructuring expenses

Restructuring expenses were $1.2 million and $0.6 million for 2014 and 2013, respectively. The 2014 restructuring expenses included $0.6 million of employee severance obligations and $0.6 million relating to the termination of leased facilities. The 2013 restructuring expenses included $0.5 million of employee severance obligations and $0.1 million relating to the termination of leased facilities. As of December 31, 2014 and 2013, the balance of restructuring related obligations yet to be paid was $0.3 million and $0.2 million, respectively. The majority of obligations outstanding as of December 31, 2014 and December 31, 2013 were paid during 2015 and 2014, respectively.

Gain on sale of building

On July 22, 2014, we sold a building and land owned by one of our subsidiaries reported in the United States mechanical construction and facilities services segment. We recognized a gain of approximately $11.7 million on this transaction in the third quarter of 2014, which has been classified as a "Gain on sale of building" in the Consolidated Statements of Operations.

Impairment loss on goodwill and identifiable intangible assets

In conjunction with our 2014 annual impairment test on October 1, we recognized a $1.5 million non-cash impairment charge related to subsidiary trade names within the United States mechanical construction and facilities services segment and the United States building services segment. The 2014 impairment primarily resulted from lower forecasted revenues from two companies within these segments. No impairment of our identifiable intangible assets was recognized for the year ended December 31, 2013. Additionally, no impairment of our goodwill was recognized for the years ended December 31, 2014 and 2013.

Operating income (loss)

The following table presents by segment our operating income (loss) and each segment's operating income (loss) as a percentage of such segment's revenues from unrelated entities for the years ended December 31, 2014 and 2013 (in thousands, except for percentages):

	2014	% of Segment Revenues	2013	% of Segment Revenues
Operating income (loss):				
United States electrical construction and facilities services	$ 90,873	6.9%	$ 98,114	7.3%
United States mechanical construction and facilities services	114,418	5.2%	93,765	4.0%
United States building services	65,885	3.8%	67,225	3.7%
United States industrial services	63,159	7.5%	38,763	7.5%
Total United States operations	334,335	5.5%	297,867	5.0%
United Kingdom building services	15,011	4.3%	13,021	3.8%
Corporate administration	(68,578)	—	(69,891)	—
Restructuring expenses	(1,168)	—	(647)	—
Impairment loss on identifiable intangible assets	(1,471)	—	—	—
Gain on sale of building	11,749	—	—	—
Total worldwide operations	289,878	4.5%	240,350	3.8%
Other corporate items:				
Interest expense	(9,075)		(8,769)	
Interest income	842		1,128	
Income from continuing operations before income taxes	$ 281,645		$ 232,709	

As described in more detail below, we had operating income of $289.9 million for 2014 compared to operating income of $240.4 million for 2013. Operating margin was 4.5% and 3.8% for 2014 and 2013, respectively. Included within operating income for 2014 was an $11.7 million gain on the sale of a building, resulting in a 0.2% impact on our consolidated operating margin for 2014. Operating income for 2013 was negatively impacted by aggregate losses of approximately $24.5 million from one of our subsidiaries at two projects located in the southeastern United States, resulting in a 0.4% impact on our consolidated operating margin for 2013.

Operating income of our United States electrical construction and facilities services segment for the year ended December 31, 2014 was $90.9 million compared to operating income of $98.1 million for the year ended December 31, 2013. The decrease in operating income for the year ended December 31, 2014 was primarily the result of a decrease in gross profit attributable to institutional, transportation, manufacturing and water and wastewater construction projects, as well as an increase in selling, general and administrative expenses, mainly attributable to employment costs. This segment was also negatively impacted by project losses incurred from one of our subsidiaries whose operations we are in the process of closing. The decrease in operating margin for the year ended December 31, 2014 was primarily the result of an increase in the ratio of selling, general and administrative expenses to revenues.

Our United States mechanical construction and facilities services segment operating income for the year ended December 31, 2014 was $114.4 million, a $20.7 million increase compared to operating income of $93.8 million for the year ended December 31, 2013. Operating income was favorably impacted by an increase in gross profit from institutional, commercial, healthcare and hospitality construction projects, partially offset by a decrease in gross profit from manufacturing and transportation construction projects. The results for 2014 included the receipt of $3.0 million from former shareholders of a company we had acquired as a result of the settlement of a claim by us under the acquisition agreement; this payment has been recorded as a reduction of "Cost of sales" in the Consolidated Statements of Operations. The results for 2013 included aggregate losses of approximately $24.5 million from one of our subsidiaries at two projects located in the southeastern United States, resulting in a 1.1% impact on this segment's operating margin, partially offset by $6.7 million of income attributable to the reversal of contingent consideration accruals related to acquisitions made prior to 2013. Companies acquired in 2013 generated operating income of $0.9 million, net of amortization expense of $0.2 million attributable to identifiable intangible assets, for the year ended December 31, 2014. These amounts reflect acquired companies' operating results in 2014 only for the time period these entities were not owned by EMCOR in the comparable 2013 period. The increase in operating margin for the year ended December 31, 2014 was attributable to an increase in gross profit margin.

Operating income of our United States building services segment was $65.9 million and $67.2 million in 2014 and 2013, respectively. The decrease in operating income was primarily attributable to a decrease in operating income from this segment's: (a) commercial site-based services operations, due to: (i) decreased volume from supplier management contracts and (ii) higher legal costs, including the unfavorable settlement of a legal matter, and (b) energy services operations, due to a reduction of large project work. These decreases were partially offset by an increase in gross profit from this segment's: (a) mobile mechanical services operations, partially due to increased profitability in projects, retrofits and repair services work and (b) government site-based services operations, partially due to the successful close-out of two large long-term joint venture projects and reduced selling, general and administrative expenses. The increase in operating margin for the year ended December 31, 2014 was attributable to an increase in gross profit margin.

Operating income of our United States industrial services segment for the year ended December 31, 2014 increased by $24.4 million compared to operating income for the year ended December 31, 2013. For the seven months ended July 31, 2014, RSI contributed $8.4 million of operating income, net of $8.0 million of amortization expense attributable to identifiable intangible assets. These amounts reflect RSI's operating results in 2014 only for the time period RSI was not owned by EMCOR in the comparable 2013 period. Operating income also benefited from an increase in demand for this segment's industrial field services. The increase in operating income was partially offset by a reduction in operating income from our industrial shop services operations, which had benefited from exceptionally strong demand during the first quarter of 2013.

Our United Kingdom building services segment's operating income for the year ended December 31, 2014 was $15.0 million compared to operating income of $13.0 million for the year ended December 31, 2013. This segment recognized income of $4.8 million during the second quarter of 2014, which has been recorded as a reduction of "Cost of sales" in the Consolidated Statements of Operations, as a result of a reduction in the estimate of certain accrued contract costs that were no longer expected to be incurred, which was partially offset by a decrease in income from the commercial and transportation markets. The increase in operating margin for the year ended December 31, 2014 was attributable to an increase in gross profit margin and a decrease in the ratio of selling, general and administrative expenses to revenues.

Our corporate administration operating loss was $68.6 million for 2014 compared to $69.9 million in 2013. Our corporate administration operating loss for 2013 included $6.1 million of transaction costs associated with the acquisition of RSI. The benefit of the absence of these transaction costs for 2014 was partially offset by an increase in certain employment costs, such as incentive

compensation and employee benefits. Also, our corporate administration operating loss for 2013 was reduced by the receipt of an insurance recovery of approximately $2.6 million that was received in January 2013 associated with a previously disposed of operation, which is classified as a component of "Cost of sales" in the Consolidated Statements of Operations.

Non-operating items

Interest expense was $9.1 million and $8.8 million for 2014 and 2013, respectively. The $0.3 million increase in interest expense for 2014 compared to 2013 was primarily due to increased borrowings associated with the term loan executed in November 2013.

Interest income was $0.8 million and $1.1 million for 2014 and 2013, respectively. The decrease in interest income was primarily related to lower invested cash balances.

For joint ventures that have been accounted for using the consolidation method of accounting, noncontrolling interest represents the allocation of earnings to our joint venture partners who either have a minority-ownership interest in the joint venture or are not at risk for the majority of losses of the joint venture.

Our 2014 income tax provision from continuing operations was $103.5 million compared to $82.3 million for 2013. The actual income tax rates on income from continuing operations before income taxes, less amounts attributable to noncontrolling interests, for the years ended December 31, 2014 and 2013, were 37.4% and 35.9%, respectively. The increase in the 2014 income tax provision compared to 2013 was primarily due to the effect of increased income before income taxes and the 2013 reversal of previously unrecognized income tax benefits.

Discontinued operations

Due to a historical pattern of losses in the construction operations of our United Kingdom segment and our negative assessment of construction market conditions in the United Kingdom for the foreseeable future, we announced during the quarter ended June 30, 2013 our decision to withdraw from the construction market in the United Kingdom. During the third quarter of 2014, we ceased construction operations in the United Kingdom. The results of the construction operations of our United Kingdom segment for all periods are presented in our Consolidated Financial Statements as discontinued operations.

Liquidity and Capital Resources

The following table presents net cash provided by (used in) operating activities, investing activities and financing activities for the years ended December 31, 2015, 2014 and 2013 (in thousands):

	2015	2014	2013
Net cash provided by operating activities	$ 266,666	$ 246,657	$ 150,069
Net cash used in investing activities	$ (59,808)	$ (21,668)	$ (483,422)
Net cash (used in) provided by financing activities	$ (149,473)	$ (229,950)	$ 167,031
Effect of exchange rate changes on cash and cash equivalents	$ (2,610)	$ (2,796)	$ 832

Our consolidated cash balance increased by approximately $54.8 million from $432.1 million at December 31, 2014 to $486.8 million at December 31, 2015. Net cash provided by operating activities for 2015 was $266.7 million compared to $246.7 million of net cash provided by operating activities for 2014. The increase in cash provided by operating activities was primarily due to: (a) a $70.7 million increase in net over-billings related to the timing of customer billings and payments, (b) a $50.6 million increase in accounts payable and (c) a $40.5 million increase in other working capital changes, partially offset by a $142.7 million increase in accounts receivable. Net cash used in investing activities was $59.8 million for 2015 compared to net cash used in investing activities of $21.7 million for 2014. The increase in cash used in investing activities was primarily due to payments to acquire businesses in 2015. Net cash used in financing activities for 2015 decreased by approximately $80.5 million compared to 2014. The decrease in net cash used in financing activities was primarily due to a decrease in funds used for the repurchase of common stock. Cash flows from discontinued operations were immaterial and are not expected to significantly affect future liquidity.

Our consolidated cash balance decreased by approximately $7.8 million from $439.8 million at December 31, 2013 to $432.1 million at December 31, 2014. Net cash provided by operating activities for 2014 was $246.7 million compared to $150.1 million of net cash provided by operating activities for 2013. The increase in cash provided by operating activities was primarily due to: (a) a $46.1 million increase in net income, (b) a $30.6 million decrease in accounts receivable and (c) a $16.0 million reduction in income taxes paid, partially offset by a $12.2 million decrease in accounts payable. Net cash used in investing activities was $21.7 million for 2014 compared to net cash used in investing activities of $483.4 million for 2013. The decrease in cash used in investing activities was primarily due to the lack of acquisitions in 2014. Net cash used in financing activities for 2014 increased by approximately $397.0 million compared to 2013. The increase in net cash used in financing activities was primarily due to an

increase in funds used for the repurchase of common stock of $175.9 million, the repayment of long-term debt, and the payment of regular quarterly dividends to stockholders, partially offset by an increase in proceeds from the exercise of stock options.

The following is a summary of material contractual obligations and other commercial commitments (in millions):

	Payments Due by Period				
Contractual Obligations	Total	Less than 1 year	1-3 years	3-5 years	After 5 years
Term Loan (including interest currently at 1.67%) (1)	$ 329.4	$ 22.7	$ 306.7	$ —	$ —
Capital lease obligations	4.1	1.5	1.5	1.1	—
Operating leases	239.6	58.9	84.3	50.1	46.3
Open purchase obligations (2)	1,021.2	802.4	199.7	19.1	—
Other long-term obligations, including current portion (3)	363.6	41.5	310.8	11.3	—
Liabilities related to uncertain income tax positions	5.2	4.5	—	—	0.7
Total Contractual Obligations	$ 1,963.1	$ 931.5	$ 903.0	$ 81.6	$ 47.0

	Amount of Commitment Expirations by Period				
Other Commercial Commitments	Total Amounts Committed	Less than 1 year	1-3 years	3-5 years	After 5 years
Letters of credit	$ 99.2	$ 99.2	$ —	$ —	$ —

(1) On November 25, 2013, we entered into a a $750.0 million revolving credit facility (the "2013 Revolving Credit Facility") and a $350.0 million term loan (the "Term Loan"), (collectively referred to as the "2013 Credit Agreement"). The proceeds of the Term Loan were used to repay amounts drawn under our previous credit agreement. As of December 31, 2015, the amount outstanding under the Term Loan was $315.0 million.

(2) Represents open purchase orders for material and subcontracting costs related to construction and service contracts. These purchase orders are not reflected in our consolidated balance sheets and should not impact future cash flows, as amounts should be recovered through customer billings.

(3) Represents primarily insurance related liabilities and liabilities for deferred income taxes, incentive compensation and deferred compensation, classified as other long-term liabilities in the consolidated balance sheets. Cash payments for insurance and deferred compensation related liabilities may be payable beyond three years, but it is not practical to estimate these payments; therefore, these liabilities are reflected in the 1-3 years payment period. We provide funding to our post retirement plans based on at least the minimum funding required by applicable regulations. In determining the minimum required funding, we utilize current actuarial assumptions and exchange rates to forecast estimates of amounts that may be payable for up to five years in the future. In our judgment, minimum funding estimates beyond a five year time horizon cannot be reliably estimated, and therefore, have not been included in the table.

Until November 25, 2013, we had a revolving credit agreement (the "2011 Credit Agreement") as amended, which provided for a revolving credit facility of $750.0 million. The 2011 Credit Agreement was effective November 21, 2011. Effective November 25, 2013, we amended and restated the 2011 Credit Agreement to provide for a $750.0 million revolving credit facility (the "2013 Revolving Credit Facility") and a $350.0 million term loan (the "Term Loan") (collectively referred to as the "2013 Credit Agreement) expiring November 25, 2018. The proceeds of the Term Loan were used to repay amounts drawn under the 2011 Credit Agreement. We may increase the 2013 Revolving Credit Facility to $1.05 billion if additional lenders are identified and/or existing lenders are willing to increase their current commitments. We may allocate up to $250.0 million of available capacity under the 2013 Revolving Credit Facility to letters of credit for our account or for the account of our subsidiaries. The 2013 Revolving Credit Agreement is guaranteed by most of our direct and indirect subsidiaries and is secured by substantially all of our assets and most of the assets of most of our subsidiaries. The 2013 Revolving Credit Facility and the Term Loan contain various covenants providing for, among other things, maintenance of certain financial ratios and certain limitations on payment of dividends, common stock repurchases, investments, acquisitions, indebtedness and capital expenditures. We were in compliance with all such covenants as of December 31, 2015 and December 31, 2014. A commitment fee is payable on the average daily unused amount under the 2013 Revolving Credit Facility, which ranges from 0.20% to 0.30%, based on certain financial tests. The fee was 0.20% of the unused amount as of December 31, 2015. Borrowings under the 2013 Revolving Credit Facility and the

Term Loan bear interest at (1) a rate which is the prime commercial lending rate announced by Bank of Montreal from time to time (3.50% at December 31, 2015) plus 0.25% to 0.75%, based on certain financial tests or (2) United States dollar LIBOR (0.42% at December 31, 2015) plus 1.25% to 1.75%, based on certain financial tests. The interest rate in effect at December 31, 2015 was 1.67%. Fees for letters of credit issued under the 2013 Revolving Credit Facility range from 1.25% to 1.75% of the respective face amounts of outstanding letters of credit and are charged based on certain financial tests. We capitalized approximately $3.0 million of debt issuance costs associated with the 2013 Credit Agreement. This amount is being amortized over the life of the agreement and is included as part of interest expense. We are required to make principal payments on the Term Loan in installments on the last day of March, June, September and December of each year, commencing with the calendar quarter ended March 31, 2014, in the amount of $4.4 million, with a final payment of all unpaid principal and interest due and payable on November 25, 2018. As of December 31, 2015 and December 31, 2014, the balance on the Term Loan was $315.0 million and $332.5 million, respectively. As of December 31, 2015 and December 31, 2014, we had approximately $99.0 million and $95.5 million of letters of credit outstanding, respectively. There were no borrowings outstanding under the 2013 Revolving Credit Facility as of December 31, 2015 and December 31, 2014.

The terms of our construction contracts frequently require that we obtain from surety companies ("Surety Companies") and provide to our customers payment and performance bonds ("Surety Bonds") as a condition to the award of such contracts. The Surety Bonds secure our payment and performance obligations under such contracts, and we have agreed to indemnify the Surety Companies for amounts, if any, paid by them in respect of Surety Bonds issued on our behalf. In addition, at the request of labor unions representing certain of our employees, Surety Bonds are sometimes provided to secure obligations for wages and benefits payable to or for such employees. Public sector contracts require Surety Bonds more frequently than private sector contracts, and accordingly, our bonding requirements typically increase as the amount of public sector work increases. As of December 31, 2015, based on our percentage-of-completion of our projects covered by Surety Bonds, our aggregate estimated exposure, assuming defaults on all our then existing contractual obligations, was approximately $1.2 billion, which represents approximately 32% of our total backlog. The Surety Bonds are issued by Surety Companies in return for premiums, which vary depending on the size and type of bond.

From time to time, we discuss with our current and other Surety Bond providers the amounts of Surety Bonds that may be available to us based on our financial strength and the absence of any default by us on any Surety Bond issued on our behalf and believe those amounts are currently adequate for our needs. However, if we experience changes in our bonding relationships or if there are adverse changes in the surety industry, we may seek to satisfy certain customer requests for Surety Bonds by posting other forms of collateral in lieu of Surety Bonds such as letters of credit, parent company guarantees or cash, seeking to convince customers to forego the requirement for Surety Bonds, by increasing our activities in our business segments that rarely require Surety Bonds such as our building and industrial services segments, and/or by refraining from bidding for certain projects that require Surety Bonds. There can be no assurance that we would be able to effectuate alternatives to providing Surety Bonds to our customers or to obtain, on favorable terms, sufficient additional work that does not require Surety Bonds. Accordingly, if we were to experience a reduction in the availability of Surety Bonds, we could experience a material adverse effect on our financial position, results of operations and/or cash flows.

In the ordinary course of business, we, at times, guarantee obligations of our subsidiaries under certain contracts. Generally, we are liable under such an arrangement only if our subsidiary fails to perform its obligations under the contract. Historically, we have not incurred any substantial liabilities as a consequence of these guarantees.

We do not have any other material financial guarantees or off-balance sheet arrangements other than those disclosed herein.

We are a party to lawsuits and other proceedings in which other parties seek to recover from us amounts ranging from a few thousand dollars to over $10.0 million. We do not believe that any such matters will have a material adverse effect on our financial position, results of operations or liquidity.

On September 26, 2011, our Board of Directors authorized us to repurchase up to $100.0 million of our outstanding common stock. On December 5, 2013, October 23, 2014 and October 28, 2015, our Board of Directors authorized us to repurchase up to an additional $100.0 million, $250.0 million and $200.0 million of our outstanding common stock, respectively. During 2015, we repurchased approximately 2.3 million shares of our common stock for approximately $112.3 million. Since the inception of these repurchase programs through December 31, 2015, we have repurchased 9.9 million shares of our common stock for approximately $395.9 million. As of December 31, 2015, there remained authorization for us to repurchase approximately $254.1 million of our shares. The repurchase programs do not obligate the Company to acquire any particular amount of common stock and may be suspended, recommenced or discontinued at any time or from time to time without prior notice. Repurchases may be made from time to time to the extent permitted by securities laws and other legal requirements, including provisions in our credit agreement placing limitations on such repurchases. The repurchase programs have been and will be funded from our operations.

We have paid quarterly dividends since October 25, 2011. We expect that quarterly dividends will be paid in the foreseeable future. Prior to October 25, 2011, no cash dividends had been paid on the Company's common stock. We currently pay a regular

quarterly dividend of $0.08 per share. Our 2013 Credit Agreement places limitations on the payment of dividends on our common stock. However, we do not believe that the terms of such agreement currently materially limit our ability to pay a quarterly dividend of $0.08 per share for the foreseeable future. The payment of dividends has been and will be funded from our operations.

Our primary source of liquidity has been, and is expected to continue to be, cash generated by operating activities. We also maintain our 2013 Revolving Credit Facility that may be utilized, among other things, to meet short-term liquidity needs in the event cash generated by operating activities is insufficient or to enable us to seize opportunities to participate in joint ventures or to make acquisitions that may require access to cash on short notice or for any other reason. Negative macroeconomic trends may have an adverse effect on liquidity. During economic downturns, there have been typically fewer small discretionary projects from the private sector, and our competitors have aggressively bid larger long-term infrastructure and public sector contracts. Short-term liquidity is also impacted by the type and length of construction contracts in place and large turnaround activities in our United States industrial services segment that are billed in arrears pursuant to contractual terms that are standard within this industry. Performance of long duration contracts typically requires greater amounts of working capital. While we strive to maintain a net over-billed position with our customers, there can be no assurance that a net over-billed position can be maintained. Our net over-billings, defined as the balance sheet accounts "Billings in excess of costs and estimated earnings on uncompleted contracts" less "Cost and estimated earnings in excess of billings on uncompleted contracts", were $311.5 million and $265.4 million as of December 31, 2015 and 2014, respectively.

Long-term liquidity requirements can be expected to be met initially through cash generated from operating activities and our 2013 Revolving Credit Facility. Based upon our current credit ratings and financial position, we can reasonably expect to be able to incur long-term debt to fund acquisitions. Over the long term, our primary revenue risk factor continues to be the level of demand for non-residential construction services and for building and industrial services, which is influenced by macroeconomic trends including interest rates and governmental economic policy. In addition, our ability to perform work is critical to meeting long-term liquidity requirements.

We believe that our current cash balances and our borrowing capacity available under our 2013 Revolving Credit Facility or other forms of financing available to us through borrowings, combined with cash expected to be generated from operations, will be sufficient to provide our short-term and foreseeable long-term liquidity and meet our expected capital expenditure requirements.

Certain Insurance Matters

As of December 31, 2015 and 2014, we utilized approximately $97.8 million and $94.6 million, respectively, of letters of credit obtained under our 2013 Revolving Credit Facility as collateral for insurance obligations.

New Accounting Pronouncements

We review new accounting standards to determine the expected impact, if any, that the adoption of such standards will have on our financial position and/or results of operations. See Note 2 - Summary of Significant Accounting Policies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further information regarding new accounting standards, including the anticipated dates of adoption and the effects on our consolidated financial position, results of operations or liquidity.

Application of Critical Accounting Policies

Our consolidated financial statements are based on the application of significant accounting policies, which require management to make significant estimates and assumptions. Our significant accounting policies are described in Note 2 - Summary of Significant Accounting Policies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data of this Form 10-K. We believe that some of the more critical judgment areas in the application of accounting policies that affect our financial condition and results of operations are the impact of changes in the estimates and judgments pertaining to: (a) revenue recognition from (i) long-term construction contracts for which the percentage-of-completion method of accounting is used and (ii) services contracts; (b) collectibility or valuation of accounts receivable; (c) insurance liabilities; (d) income taxes; and (e) goodwill and identifiable intangible assets.

Revenue Recognition from Long-term Construction Contracts and Services Contracts

We believe our most critical accounting policy is revenue recognition from long-term construction contracts for which we use the percentage-of-completion method of accounting. Percentage-of-completion accounting is the prescribed method of accounting for long-term contracts in accordance with Accounting Standards Codification ("ASC") Topic 605-35, "Revenue Recognition-Construction-Type and Production-Type Contracts", and, accordingly, is the method used for revenue recognition within our industry. Percentage-of-completion is measured principally by the percentage of costs incurred to date for each contract to the estimated total costs for such contract at completion. Certain of our electrical contracting business units measure percentage-of-completion by the percentage of labor costs incurred to date for each contract to the estimated total labor costs for such contract.

Pre-contract costs from our construction projects are generally expensed as incurred. Application of percentage-of-completion accounting results in the recognition of costs and estimated earnings in excess of billings on uncompleted contracts in our Consolidated Balance Sheets. Costs and estimated earnings in excess of billings on uncompleted contracts reflected in the Consolidated Balance Sheets arise when revenues have been recognized but the amounts cannot be billed under the terms of contracts. Such amounts are recoverable from customers based upon various measures of performance, including achievement of certain milestones, completion of specified units or completion of a contract.

Costs and estimated earnings in excess of billings on uncompleted contracts also include amounts we seek or will seek to collect from customers or others for errors or changes in contract specifications or design, contract change orders in dispute or unapproved as to both scope and price or other customer-related causes of unanticipated additional contract costs (claims and unapproved change orders). Such amounts are recorded at estimated net realizable value and take into account factors that may affect our ability to bill and ultimately collect unbilled revenues. The profit associated with claim amounts is not recognized until the claim has been settled and payment has been received. During 2015, we recognized revenues of $12.1 million as a result of the settlement of a claim within our United States mechanical construction and facilities services segment, which represents the recovery of cost on a project in which we incurred significant losses in a prior year. There were no significant settlements or payment of claims in 2014. As of December 31, 2015 and 2014, costs and estimated earnings in excess of billings on uncompleted contracts included unbilled revenues for unapproved change orders of approximately $18.9 million and $18.8 million, respectively, and claims of approximately $0.9 million and $3.0 million, respectively. In addition, accounts receivable as of December 31, 2015 and 2014 included claims of approximately $0.3 million and $2.3 million, respectively. There are contractually billed amounts and retention related to contracts with unapproved change orders and claims of approximately $52.0 million and $54.0 million as of December 31, 2015 and 2014, respectively. For contracts in claim status, contractually billed amounts will generally not be paid by the customer to us until final resolution of related claims. Due to uncertainties inherent in estimates employed in applying percentage-of-completion accounting, estimates may be revised as project work progresses. Application of percentage-of-completion accounting requires that the impact of revised estimates be reported prospectively in the consolidated financial statements. In addition to revenue recognition for long-term construction contracts, we recognize revenues from the performance of services for maintenance, repair and retrofit work consistent with the performance of the services, which are generally on a pro-rata basis over the life of the contractual arrangement. Expenses related to all services arrangements are recognized as incurred. Revenues related to the engineering, manufacturing and repairing of shell and tube heat exchangers are recognized when the product is shipped and all other revenue recognition criteria have been met. Costs related to this work are included in inventory until the product is shipped. Provisions for the entirety of estimated losses on contracts are made in the period in which such losses are determined. There were no significant losses recognized in 2015 and 2014.

Accounts Receivable

We are required to estimate the collectibility of accounts receivable. A considerable amount of judgment is required in assessing the likelihood of realization of receivables. Relevant assessment factors include the creditworthiness of the customer, our prior collection history with the customer and related aging of past due balances. The provision for doubtful accounts during 2015, 2014 and 2013 amounted to approximately $2.9 million, $2.9 million and $3.5 million, respectively. At December 31, 2015 and 2014, our accounts receivable of $1,359.9 million and $1,234.2 million, respectively, included allowances for doubtful accounts of $11.2 million and $10.4 million, respectively. The increase in our allowance for doubtful accounts was primarily due to an increase in the provision for doubtful accounts, partially offset by the write-off of previously reserved accounts receivable. Specific accounts receivable are evaluated when we believe a customer may not be able to meet its financial obligations due to deterioration of its financial condition or its credit ratings. The allowance for doubtful accounts requirements are based on the best facts available and are re-evaluated and adjusted on a regular basis as additional information is received.

Insurance Liabilities

We have loss payment deductibles for certain workers' compensation, automobile liability, general liability and property claims, have self-insured retentions for certain other casualty claims and are self-insured for employee-related health care claims. Losses are recorded based upon estimates of our liability for claims incurred and for claims incurred but not reported. The liabilities are derived from known facts, historical trends and industry averages utilizing the assistance of an actuary to determine the best estimate for the majority of these obligations. We believe the liabilities recognized on our balance sheets for these obligations are adequate. However, such obligations are difficult to assess and estimate due to numerous factors, including severity of injury, determination of liability in proportion to other parties, timely reporting of occurrences and effectiveness of safety and risk management programs. Therefore, if our actual experience differs from the assumptions and estimates used for recording the liabilities, adjustments may be required and will be recorded in the period that the experience becomes known. Our estimated insurance liabilities for workers' compensation, automobile liability, general liability and property claims increased by $9.2 million for the year ended December 31, 2015 compared to the year ended December 31, 2014, primarily due to higher revenues and an increase in estimated losses as a result of unfavorable claims experience. If our estimated insurance liabilities for workers'

compensation, automobile liability, general liability and property claims were to increase by 10%, it would have resulted in $14.4 million of additional expense for the year ended December 31, 2015.

Income Taxes

We had net deferred income tax liabilities at December 31, 2015 and 2014 of $120.6 million and $127.8 million, respectively, primarily resulting from differences between the carrying value and income tax basis of certain identifiable intangible assets and depreciable fixed assets, which will impact our taxable income in future periods. Included within these net deferred income tax liabilities are $121.4 million and $114.2 million of deferred income tax assets as of December 31, 2015 and 2014, respectively. A valuation allowance is required when it is more likely than not that all or a portion of a deferred income tax asset will not be realized. As of December 31, 2015 and 2014, the total valuation allowance on deferred income tax assets, related to state net operating carryforwards, was approximately $0.8 million and $2.0 million, respectively. We have determined that as of December 31, 2015, a valuation allowance was not required on any of the remaining deferred tax assets because of significant deferred tax liabilities, exclusive of the deferred tax liabilities related to indefinite-lived intangible assets, and projected future taxable income.

Goodwill and Identifiable Intangible Assets

As of December 31, 2015, we had $843.2 million and $472.8 million, respectively, of goodwill and net identifiable intangible assets (primarily consisting of our contract backlog, developed technology/vendor network, customer relationships, non-competition agreements and trade names), primarily arising out of the acquisition of companies. As of December 31, 2014, goodwill and net identifiable intangible assets were $834.1 million and $502.1 million, respectively. The changes to goodwill since December 31, 2014 were related to the acquisition of three companies in 2015. The determination of related estimated useful lives for identifiable intangible assets and whether those assets are impaired involves significant judgments based upon short and long-term projections of future performance. These forecasts reflect assumptions regarding the ability to successfully integrate acquired companies, as well as macroeconomic conditions. ASC Topic 350, "Intangibles-Goodwill and Other" ("ASC 350") requires goodwill and other identifiable intangible assets with indefinite useful lives not be amortized, but instead tested at least annually for impairment (which we test each October 1, absent any impairment indicators), and be written down if impaired. ASC 350 requires that goodwill be allocated to its respective reporting unit and that identifiable intangible assets with finite lives be amortized over their useful lives.

We test for impairment of our goodwill at the reporting unit level. Our reporting units are consistent with the reportable segments identified in Note 17, "Segment Information", of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data. In assessing whether our goodwill is impaired, we utilize the two-step process as prescribed by ASC 350. The first step of this test compares the fair value of the reporting unit, determined based upon discounted estimated future cash flows, to the carrying amount, including goodwill. If the fair value exceeds the carrying amount, no further analysis is required and no impairment loss is recognized. If the carrying amount of the reporting unit exceeds the fair value, the goodwill of the reporting unit is potentially impaired and step two of the goodwill impairment test would need to be performed to measure the amount of an impairment loss, if any. In the second step, the impairment is computed by comparing the implied fair value of the reporting unit's goodwill with the carrying amount of the goodwill. If the carrying amount of the reporting unit's goodwill is greater than the implied fair value of its goodwill, an impairment loss in the amount of the excess is recognized and charged to operations. The weighted average cost of capital used in our annual testing for impairment as of October 1, 2015 was 11.1%, 11.1% and 11.0% for our domestic construction segments, our United States building services segment and our United States industrial services segment, respectively. The perpetual growth rate used for our annual testing was 2.7% for all of our domestic segments. Unfavorable changes in these key assumptions may affect future testing results and cause us to fail step one of the goodwill impairment testing process. For example, keeping all other assumptions constant, a 50 basis point increase in the weighted average costs of capital would cause the estimated fair value of our United Stated industrial services segment to approach its carrying value. A 50 basis point increase in the weighted average costs of capital would not significantly reduce the excess of the estimated fair value compared to the carrying value for any of our other domestic segments. In addition, keeping all other assumptions constant, a 50 basis point reduction in the perpetual growth rate would not significantly reduce the excess of the estimated fair value compared to the carrying value for any of our domestic segments. For the years ended December 31, 2015, 2014 and 2013, no impairment of our goodwill was recognized.

As of December 31, 2015, we had $843.2 million of goodwill on our balance sheet and, of this amount, approximately 45.6% relates to our United States industrial services segment, approximately 27.1% relates to our United States building services segment, approximately 26.8% relates to our United States mechanical construction and facilities services segment and approximately 0.5% relates to our United States electrical construction and facilities services segment. As of the date of our latest impairment test, the carrying values of our United States industrial services, United States building services, United States mechanical construction and facilities services and United States electrical construction and facilities services segments were approximately $725.5 million, $445.1 million, $249.5 million and $62.9 million, respectively. The fair values of our United States industrial services, United States building services, United States mechanical construction and facilities services and United States electrical construction

and facilities services segments exceeded their carrying values by approximately $52.5 million, $291.2 million, $773.2 million and $661.7 million, respectively.

We also test for the impairment of trade names that are not subject to amortization by calculating the fair value of such trade names using the "relief from royalty payments" methodology. This approach involves two steps: (a) estimating reasonable royalty rates for each trade name and (b) applying these royalty rates to a net revenue stream and discounting the resulting cash flows to determine fair value. This fair value is then compared with the carrying value of each trade name. If the carrying amount of the trade name is greater than the implied fair value of the trade name, an impairment in the amount of the excess is recognized and charged to operations. For the years ended December 31, 2015 and 2013, no impairment of our trade names was recognized. The annual impairment review of our trade names for the year ended December 31, 2014 resulted in a $1.5 million non-cash impairment charge as a result of a change in the fair value of subsidiary trade names associated with certain prior acquisitions reported within our United States mechanical construction and facilities services segment and our United States building services segment.

In addition, we review for the impairment of other identifiable intangible assets that are being amortized whenever facts and circumstances indicate that their carrying values may not be fully recoverable. This test compares their carrying values to the undiscounted pre-tax cash flows expected to result from the use of the assets. If the assets are impaired, the assets are written down to their fair values, generally determined based on their future discounted cash flows. For the years ended December 31, 2015, 2014 and 2013, no impairment of our other identifiable intangible assets was recognized.

We have certain businesses, particularly within our United States industrial services segment, whose results are highly impacted by the demand for some of our offerings within the industrial and oil and gas markets. Future performance of this segment, along with a continued evaluation of the conditions of its end user markets, will be important to ongoing impairment assessments. Should this segment's actual results suffer a decline or expected future results be revised downward, the risk of goodwill impairment or impairment of other identifiable intangible assets would increase.

Our development of the present value of future cash flow projections used in impairment testing is based upon assumptions and estimates by management from a review of our operating results, business plans, anticipated growth rates and margins and weighted average cost of capital, among others. Those assumptions and estimates can change in future periods, and other factors used in assessing fair value are outside the control of management, such as interest rates. There can be no assurances that estimates and assumptions made for purposes of our goodwill and identifiable intangible asset impairment testing will prove to be accurate predictions of the future. If our assumptions regarding future business performance or anticipated growth rates and/or margins are not achieved, or there is a rise in interest rates, we may be required to record goodwill and/or identifiable intangible asset impairment charges in future periods. It is not possible at this time to determine if any such future impairment charge would result or, if it does, whether such a charge would be material.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We have not used any derivative financial instruments during the years ended December 31, 2015 and 2014, including trading or speculating on changes in interest rates or commodity prices of materials used in our business.

We are exposed to market risk for changes in interest rates for borrowings under the 2013 Credit Agreement, which provides for a revolving credit facility and a term loan. Borrowings under the 2013 Credit Agreement bear interest at variable rates. For further information on borrowing rates and interest rate sensitivity, refer to the Liquidity and Capital Resources discussion in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations. As of December 31, 2015, there were no borrowings outstanding under the revolving credit facility and the balance on the term loan was $315.0 million. Based on the $315.0 million borrowings outstanding under the 2013 Credit Agreement, if overall interest rates were to increase by 25 basis points, interest expense, net of income taxes, would increase by approximately $0.5 million in the next twelve months. Conversely, if overall interest rates were to decrease by 25 basis points, interest expense, net of income taxes, would decrease by approximately $0.5 million in the next twelve months.

We are also exposed to construction market risk and its potential related impact on accounts receivable or costs and estimated earnings in excess of billings on uncompleted contracts. The amounts recorded may be at risk if our customers' ability to pay these obligations is negatively impacted by economic conditions. We continually monitor the creditworthiness of our customers and maintain on-going discussions with customers regarding contract status with respect to change orders and billing terms. Therefore, we believe we take appropriate action to manage market and other risks, but there is no assurance that we will be able to reasonably identify all risks with respect to collectibility of these assets. See also the previous discussions of Revenue Recognition from Long-term Construction Contracts and Services Contracts and Accounts Receivable under Application of Critical Accounting Policies in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Amounts invested in our foreign operations are translated into U.S. dollars at the exchange rates in effect at year end. The resulting translation adjustments are recorded as accumulated other comprehensive income (loss), a component of equity, in our

Consolidated Balance Sheets. We believe the exposure to the effects that fluctuating foreign currencies may have on our consolidated results of operations is limited because the foreign operations primarily invoice customers and collect obligations in their respective local currencies. Additionally, expenses associated with these transactions are generally contracted and paid for in their same local currencies.

In addition, we are exposed to market risk of fluctuations in certain commodity prices of materials, such as copper and steel, which are used as components of supplies or materials utilized in our construction and building and industrial services operations. We are also exposed to increases in energy prices, particularly as they relate to gasoline prices for our fleet of over 8,500 vehicles. While we believe we can increase our contract prices to adjust for some price increases in commodities, there can be no assurance that price increases of commodities, if they were to occur, would be recoverable. Additionally, our fixed price contracts do not allow us to adjust our prices and, as a result, increases in material or fuel costs could reduce our profitability with respect to projects in progress.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED BALANCE SHEETS

(In thousands, except share and per share data)

	December 31, 2015	December 31, 2014
ASSETS		
Current assets:		
Cash and cash equivalents	$ 486,831	$ 432,056
Accounts receivable, less allowance for doubtful accounts of $11,175 and $10,424, respectively	1,359,862	1,234,187
Costs and estimated earnings in excess of billings on uncompleted contracts	117,734	103,201
Inventories	37,545	46,854
Prepaid expenses and other	65,447	70,305
Total current assets	2,067,419	1,886,603
Investments, notes and other long-term receivables	8,359	9,122
Property, plant and equipment, net	122,018	122,178
Goodwill	843,170	834,102
Identifiable intangible assets, net	472,834	502,060
Other assets	32,670	34,902
Total assets	$ 3,546,470	$ 3,388,967
LIABILITIES AND EQUITY		
Current liabilities:		
Borrowings under revolving credit facility	$ —	$ —
Current maturities of long-term debt and capital lease obligations	18,848	19,041
Accounts payable	488,251	460,478
Billings in excess of costs and estimated earnings on uncompleted contracts	429,235	368,555
Accrued payroll and benefits	268,033	245,854
Other accrued expenses and liabilities	209,361	189,489
Total current liabilities	1,413,728	1,283,417
Long-term debt and capital lease obligations	300,065	316,399
Other long-term obligations	352,621	359,764
Total liabilities	2,066,414	1,959,580
Equity:		
EMCOR Group, Inc. stockholders' equity:		
Preferred stock, $0.01 par value, 1,000,000 shares authorized, zero issued and outstanding	—	—
Common stock, $0.01 par value, 200,000,000 shares authorized, 61,727,709 and 63,641,070 shares issued, respectively	617	636
Capital surplus	130,369	227,885
Accumulated other comprehensive loss	(76,953)	(83,197)
Retained earnings	1,432,980	1,280,991
Treasury stock, at cost 659,841 shares	(10,302)	(10,302)
Total EMCOR Group, Inc. stockholders' equity	1,476,711	1,416,013
Noncontrolling interests	3,345	13,374
Total equity	1,480,056	1,429,387
Total liabilities and equity	$ 3,546,470	$ 3,388,967

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF OPERATIONS

For The Years Ended December 31,

(In thousands, except per share data)

	2015	2014	2013
Revenues	$ 6,718,726	$ 6,424,965	$ 6,333,527
Cost of sales	5,774,247	5,517,719	5,511,881
Gross profit	944,479	907,246	821,646
Selling, general and administrative expenses	656,573	626,478	580,649
Restructuring expenses	824	1,168	647
Impairment loss on identifiable intangible assets	—	1,471	—
Gain on sale of building	—	11,749	—
Operating income	287,082	289,878	240,350
Interest expense	(8,932)	(9,075)	(8,769)
Interest income	673	842	1,128
Income from continuing operations before income taxes	278,823	281,645	232,709
Income tax provision	106,256	103,528	82,286
Income from continuing operations	172,567	178,117	150,423
Loss from discontinued operation, net of income taxes	(60)	(4,690)	(23,069)
Net income including noncontrolling interests	172,507	173,427	127,354
Less: Net income attributable to noncontrolling interests	(221)	(4,763)	(3,562)
Net income attributable to EMCOR Group, Inc.	$ 172,286	$ 168,664	$ 123,792
Basic earnings (loss) per common share:			
From continuing operations attributable to EMCOR Group, Inc. common stockholders	$ 2.74	$ 2.61	$ 2.19
From discontinued operation	(0.00)	(0.07)	(0.34)
Net income attributable to EMCOR Group, Inc. common stockholders	$ 2.74	$ 2.54	$ 1.85
Diluted earnings (loss) per common share:			
From continuing operations attributable to EMCOR Group, Inc. common stockholders	$ 2.72	$ 2.59	$ 2.16
From discontinued operation	(0.00)	(0.07)	(0.34)
Net income attributable to EMCOR Group, Inc. common stockholders	$ 2.72	$ 2.52	$ 1.82
Dividends declared per common share	$ 0.32	$ 0.32	$ 0.18

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

For The Years Ended December 31,

(In thousands)

	2015	2014	2013
Net income including noncontrolling interests	$ 172,507	$ 173,427	$ 127,354
Other comprehensive income (loss), net of tax:			
Foreign currency translation adjustments	(621)	(957)	(614)
Changes in post retirement plans (1)	6,865	(16,463)	15,877
Other comprehensive income (loss)	6,244	(17,420)	15,263
Comprehensive income	178,751	156,007	142,617
Less: Comprehensive income attributable to noncontrolling interests	(221)	(4,763)	(3,562)
Comprehensive income attributable to EMCOR Group, Inc.	$ 178,530	$ 151,244	$ 139,055

(1) Net of tax (provision) benefit of $(1.6) million, $4.2 million and $(4.3) million for the years ended December 31, 2015, 2014 and 2013, respectively.

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF CASH FLOWS

For The Years Ended December 31,

(In thousands)

	2015	2014	2013
Cash flows - operating activities:			
Net income including noncontrolling interests	$ 172,507	$ 173,427	$ 127,354
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	36,294	36,524	36,310
Amortization of identifiable intangible assets	37,895	37,966	31,028
Provision for doubtful accounts	2,853	2,918	3,533
Deferred income taxes	(10,300)	5,748	11,857
Loss on sale of subsidiary	—	608	—
Gain on sale of building	—	(11,749)	—
Gain on sale of property, plant and equipment	(248)	(4,920)	(903)
Excess tax benefits from share-based compensation	(1,663)	(8,264)	(4,624)
Equity income from unconsolidated entities	(2,883)	(1,440)	(1,048)
Non-cash expense for amortization of debt issuance costs	1,307	1,307	1,497
Non-cash (income) expense from contingent consideration arrangements	(464)	606	(6,793)
Non-cash expense for impairment of identifiable intangible assets	—	1,471	—
Non-cash share-based compensation expense	8,801	8,121	6,943
Non-cash (income) expense from changes in unrecognized income tax benefits	(317)	2,143	(10,539)
Distributions from unconsolidated entities	3,352	1,767	679
Changes in operating assets and liabilities, excluding the effect of businesses acquired:			
(Increase) decrease in accounts receivable	(115,303)	27,409	(3,221)
Decrease (increase) in inventories	9,733	5,269	(865)
(Increase) decrease in costs and estimated earnings in excess of billings on uncompleted contracts	(12,837)	(13,010)	2,807
Increase (decrease) in accounts payable	25,440	(25,122)	(12,904)
Increase (decrease) in billings in excess of costs and estimated earnings on uncompleted contracts	58,614	(11,868)	(2,793)
Increase (decrease) in accrued payroll and benefits and other accrued expenses and liabilities	37,122	32,340	(14,761)
Changes in other assets and liabilities, net	16,763	(14,594)	(13,488)
Net cash provided by operating activities	266,666	246,657	150,069
Cash flows - investing activities:			
Payments for acquisitions of businesses, net of cash acquired	(28,195)	—	(454,671)
Proceeds from sale of subsidiary	—	1,108	—
Proceeds from sale of building	—	11,885	—
Proceeds from sale of property, plant and equipment	3,847	7,239	2,930
Purchase of property, plant and equipment	(35,460)	(38,035)	(35,497)
Investments in and advances to unconsolidated entities and joint ventures	—	(3,865)	(800)
Maturity of short-term investments	—	—	4,616
Net cash used in investing activities	(59,808)	(21,668)	(483,422)
Cash flows - financing activities:			
Proceeds from revolving credit facility	—	—	250,000
Repayments of revolving credit facility	—	—	(400,000)
Borrowings from long-term debt	—	—	350,000
Repayments of long-term debt and debt issuance costs	(17,514)	(17,454)	(3,013)
Repayments of capital lease obligations	(2,737)	(1,715)	(1,692)
Dividends paid to stockholders	(20,095)	(21,293)	(12,080)
Repurchase of common stock	(104,330)	(201,994)	(26,070)
Proceeds from exercise of stock options	3,836	6,858	5,172
Payments to satisfy minimum tax withholding	(3,866)	(1,481)	(927)
Issuance of common stock under employee stock purchase plan	4,223	3,615	2,854
Payments for contingent consideration arrangements	(403)	—	(537)
Distributions to noncontrolling interests	(10,250)	(4,750)	(1,300)
Excess tax benefits from share-based compensation	1,663	8,264	4,624
Net cash (used in) provided by financing activities	(149,473)	(229,950)	167,031
Effect of exchange rate changes on cash and cash equivalents	(2,610)	(2,796)	832

Increase (decrease) in cash and cash equivalents	54,775	(7,757)	(165,490)
Cash and cash equivalents at beginning of year	432,056	439,813	605,303
Cash and cash equivalents at end of period	$ 486,831	$ 432,056	$ 439,813

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF EQUITY
For The Years Ended December 31,
(In thousands)

		EMCOR Group, Inc. Stockholders					
	Total	Common stock	Capital surplus	Accumulated other comprehensive (loss) income [1]	Retained earnings	Treasury stock	Noncontrolling interests
Balance, December 31, 2012	$ 1,357,179	$ 680	$ 416,104	$ (81,040)	$ 1,022,239	$ (11,903)	$ 11,099
Net income including noncontrolling interests	127,354	—	—	—	123,792	—	3,562
Other comprehensive income	15,263	—	—	15,263	—	—	—
Common stock issued under share-based compensation plans [2]	10,410	3	9,094	—	—	1,313	—
Tax withholding for common stock issued under share-based compensation plans	(927)	—	(927)	—	—	—	—
Common stock issued under employee stock purchase plan	2,854	—	2,854	—	—	—	—
Common stock dividends	(12,080)	—	78	—	(12,158)	—	—
Repurchase of common stock	(26,070)	(7)	(26,063)	—	—	—	—
Distributions to noncontrolling interests	(1,300)	—	—	—	—	—	(1,300)
Share-based compensation expense	6,943	—	6,943	—	—	—	—
Balance, December 31, 2013	$ 1,479,626	$ 676	$ 408,083	$ (65,777)	$ 1,133,873	$ (10,590)	$ 13,361
Net income including noncontrolling interests	173,427	—	—	—	168,664	—	4,763
Other comprehensive loss	(17,420)	—	—	(17,420)	—	—	—
Common stock issued under share-based compensation plans [2]	15,570	8	15,274	—	—	288	—
Tax withholding for common stock issued under share-based compensation plans	(1,481)	—	(1,481)	—	—	—	—
Common stock issued under employee stock purchase plan	3,615	—	3,615	—	—	—	—
Common stock dividends	(21,293)	—	253	—	(21,546)	—	—
Repurchase of common stock	(206,028)	(48)	(205,980)	—	—	—	—
Distributions to noncontrolling interests	(4,750)	—	—	—	—	—	(4,750)
Share-based compensation expense	8,121	—	8,121	—	—	—	—
Balance, December 31, 2014	$ 1,429,387	$ 636	$ 227,885	$ (83,197)	$ 1,280,991	$ (10,302)	$ 13,374
Net income including noncontrolling interests	172,507	—	—	—	172,286	—	221
Other comprehensive income	6,244	—	—	6,244	—	—	—
Common stock issued under share-based compensation plans [2]	5,433	5	5,428	—	—	—	—
Tax withholding for common stock issued under share-based compensation plans	(3,866)	—	(3,866)	—	—	—	—
Common stock issued under employee stock purchase plan	4,223	—	4,223	—	—	—	—
Common stock dividends	(20,095)	—	202	—	(20,297)	—	—
Repurchase of common stock	(112,328)	(24)	(112,304)	—	—	—	—
Distributions to noncontrolling interests	(10,250)	—	—	—	—	—	(10,250)
Share-based compensation expense	8,801	—	8,801	—	—	—	—
Balance, December 31, 2015	$ 1,480,056	$ 617	$ 130,369	$ (76,953)	$ 1,432,980	$ (10,302)	$ 3,345

(1) As of December 31, 2015, represents cumulative foreign currency translation and post retirement liability adjustments of $3.5 million and $(80.5) million, respectively. As of December 31, 2014, represents cumulative foreign currency translation and post retirement liability adjustments of $4.1 million and $(87.3) million, respectively. As of December 31, 2013, represents cumulative foreign currency translation and post retirement liability adjustments of $5.1 million and $(70.9) million, respectively.

(2) Includes the tax benefit associated with share-based compensation of $1.6 million in 2015, $8.6 million in 2014 and $5.2 million in 2013.

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1- NATURE OF OPERATIONS

References to the "Company," "EMCOR," "we," "us," "our" and similar words refer to EMCOR Group, Inc. and its consolidated subsidiaries unless the context indicates otherwise.

We are one of the largest electrical and mechanical construction and facilities services firms in the United States. In addition, we provide a number of building services and industrial services. We specialize principally in providing construction services relating to electrical and mechanical systems in all types of non-residential and certain residential facilities and in providing various services relating to the operation, maintenance and management of facilities, including refineries and petrochemical plants.

NOTE 2- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its majority-owned subsidiaries and joint ventures. Significant intercompany accounts and transactions have been eliminated. All investments over which we exercise significant influence, but do not control (a 20% to 50% ownership interest), are accounted for using the equity method of accounting. Additionally, we participate in a joint venture with another company, and we have consolidated this joint venture as we have determined that through our participation we have a variable interest and are the primary beneficiary as defined by the Financial Accounting Standards Board ("FASB") Accounting Standard Codification ("ASC") Topic 810, "Consolidation".

For joint ventures that have been accounted for using the consolidation method of accounting, noncontrolling interest represents the allocation of earnings to our joint venture partners who either have a minority-ownership interest in the joint venture or are not at risk for the majority of losses of the joint venture.

The results of operations of companies acquired have been included in the results of operations from the date of the respective acquisition.

Principles of Preparation

The preparation of the consolidated financial statements, in conformity with accounting principles generally accepted in the United States, requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could materially differ from those estimates.

During the third quarter of 2014, we ceased construction operations in the United Kingdom. The results of the construction operations of our United Kingdom segment for all periods are presented as discontinued operations. The segment formally named the United Kingdom construction and building services segment has been renamed the United Kingdom building services segment.

Revenue Recognition

Revenues from long-term construction contracts are recognized on the percentage-of-completion method in accordance with ASC Topic 605-35, "Revenue Recognition-Construction-Type and Production-Type Contracts". Percentage-of-completion is measured principally by the percentage of costs incurred to date for each contract to the estimated total costs for such contract at completion. Certain of our electrical contracting business units measure percentage-of-completion by the percentage of labor costs incurred to date for each contract to the estimated total labor costs for such contract. Pre-contract costs from our construction projects are generally expensed as incurred. Revenues from the performance of services for maintenance, repair and retrofit work are recognized consistent with the performance of the services, which are generally on a pro-rata basis over the life of the contractual arrangement. Expenses related to all services arrangements are recognized as incurred. Revenues related to the engineering, manufacturing and repairing of shell and tube heat exchangers are recognized when the product is shipped and all other revenue recognition criteria have been met. Costs related to this work are included in inventory until the product is shipped. In the case of customer change orders for uncompleted long-term construction contracts, estimated recoveries are included for work performed in forecasting ultimate profitability on certain contracts. Due to uncertainties inherent in the estimation process, it is possible that completion costs, including those arising from contract penalty provisions and final contract settlements, will be revised in the near-term. Such revisions to costs and income are recognized in the period in which the revisions are determined. Provisions for the entirety of estimated losses on uncompleted contracts are made in the period in which such losses are determined. There were no significant losses recognized in 2015 and 2014.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (Continued)

Costs and estimated earnings on uncompleted contracts

Costs and estimated earnings in excess of billings on uncompleted contracts arise in the consolidated balance sheets when revenues have been recognized but the amounts cannot be billed under the terms of the contracts. Such amounts are recoverable from customers upon various measures of performance, including achievement of certain milestones, completion of specified units, or completion of a contract. Also included in costs and estimated earnings on uncompleted contracts are amounts we seek or will seek to collect from customers or others for errors or changes in contract specifications or design, contract change orders in dispute or unapproved as to both scope and/or price or other customer-related causes of unanticipated additional contract costs (claims and unapproved change orders). Such amounts are recorded at estimated net realizable value when realization is probable and can be reasonably estimated. No profit is recognized on construction costs incurred in connection with claim amounts. Claims and unapproved change orders made by us involve negotiation and, in certain cases, litigation. In the event litigation costs are incurred by us in connection with claims or unapproved change orders, such litigation costs are expensed as incurred, although we may seek to recover these costs. We believe that we have established legal bases for pursuing recovery of our recorded unapproved change orders and claims, and it is management's intention to pursue and litigate such claims, if necessary, until a determination or settlement is reached. Unapproved change orders and claims also involve the use of estimates, and it is reasonably possible that revisions to the estimated recoverable amounts of recorded claims and unapproved change orders may be made in the near term. If we do not successfully resolve these matters, a net expense (recorded as a reduction in revenues) may be required, in addition to amounts that may have been previously provided for. We record the profit associated with the settlement of claims upon receipt of final payment. During 2015, we recognized revenues of $12.1 million as a result of the settlement of a claim within our United States mechanical construction and facilities services segment, which represents the recovery of cost on a project in which we incurred significant losses in a prior year. There were no significant settlements or payment of claims in 2014. Claims against us are recognized when a loss is considered probable and amounts are reasonably determinable.

Costs and estimated earnings on uncompleted contracts and related amounts billed as of December 31, 2015 and 2014 were as follows (in thousands):

	2015	2014
Costs incurred on uncompleted contracts	$ 7,582,108	$ 7,620,522
Estimated earnings, thereon	862,987	808,549
	8,445,095	8,429,071
Less: billings to date	8,756,596	8,694,425
	$ (311,501)	$ (265,354)

Such amounts were included in the accompanying Consolidated Balance Sheets at December 31, 2015 and 2014 under the following captions (in thousands):

	2015	2014
Costs and estimated earnings in excess of billings on uncompleted contracts	$ 117,734	$ 103,201
Billings in excess of costs and estimated earnings on uncompleted contracts	(429,235)	(368,555)
	$ (311,501)	$ (265,354)

As of December 31, 2015 and 2014, costs and estimated earnings in excess of billings on uncompleted contracts included unbilled revenues for unapproved change orders of approximately $18.9 million and $18.8 million, respectively, and claims of approximately $0.9 million and $3.0 million, respectively. In addition, accounts receivable as of December 31, 2015 and 2014 included claims of approximately $0.3 million and $2.3 million, respectively. There are contractually billed amounts and retention related to contracts with unapproved change orders and claims of $52.0 million and $54.0 million as of December 31, 2015 and 2014, respectively. For contracts in claim status, contractually billed amounts will generally not be paid by the customer to us until final resolution of related claims.

Classification of Contract Amounts

In accordance with industry practice, we classify as current all assets and liabilities relating to the performance of long-term contracts. The term of our contracts ranges from one month to four years and, accordingly, collection or payment of amounts relating to these contracts may extend beyond one year. Accounts receivable at December 31, 2015 and 2014 included $189.2 million and $177.8 million, respectively, of retainage billed under terms of our contracts. We estimate that approximately 85% of

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (Continued)

this retainage will be collected during 2016. Accounts payable at December 31, 2015 and 2014 included $34.6 million and $35.7 million, respectively, of retainage withheld under terms of the contracts. We estimate that approximately 90% of this retainage will be paid during 2016.

Cash and cash equivalents

For purposes of the consolidated financial statements, we consider all highly liquid instruments with original maturities of three months or less to be cash equivalents. We maintain a centralized cash management system whereby our excess cash balances are invested in high quality, short-term money market instruments, which are considered cash equivalents. We have cash balances in certain of our domestic bank accounts that exceed federally insured limits.

Allowance for Doubtful Accounts

Accounts receivable are recorded at the invoiced amount and do not bear interest. The Company maintains an allowance for doubtful accounts. This allowance is based upon the best estimate of the probable losses in existing accounts receivable. The Company determines the allowances based upon individual accounts when information indicates the customers may have an inability to meet their financial obligations, as well as historical collection and write-off experience. These amounts are re-evaluated and adjusted on a regular basis as additional information is received. Actual write-offs are charged against the allowance when collection efforts have been unsuccessful. At December 31, 2015 and 2014, our accounts receivable of $1,359.9 million and $1,234.2 million, respectively, included allowances for doubtful accounts of $11.2 million and $10.4 million, respectively. The provision for doubtful accounts during 2015, 2014 and 2013 amounted to approximately $2.9 million, $2.9 million and $3.5 million, respectively.

Inventories

Inventories are stated at the lower of cost or market. Cost is determined principally using the average cost method.

Property, plant and equipment

Property, plant and equipment is stated at cost. Depreciation, including amortization of assets under capital leases, is recorded principally using the straight-line method over estimated useful lives of 3 to 10 years for machinery and equipment, 3 to 7 years for vehicles, furniture and fixtures and computer hardware/software and 25 years for buildings. Leasehold improvements are amortized over the shorter of the remaining life of the lease term or the expected service life of the improvement.

The carrying values of property, plant and equipment are reviewed for impairment whenever facts and circumstances indicate that the carrying amount may not be fully recoverable. In performing this review for recoverability, property, plant and equipment is assessed for possible impairment by comparing their carrying values to their undiscounted net pre-tax cash flows expected to result from the use of the asset. Impaired assets are written down to their fair values, generally determined based on their estimated future discounted cash flows. Based on the results of our testing for the years ended December 31, 2015, 2014 and 2013, no impairment of property, plant and equipment was recognized.

Goodwill and Identifiable Intangible Assets

Goodwill and other identifiable intangible assets with indefinite lives that are not being amortized, such as trade names, are tested at least annually for impairment (which we test each October 1, absent any impairment indicators) and are written down if impaired. Identifiable intangible assets with finite lives are amortized over their useful lives and are reviewed for impairment whenever facts and circumstances indicate that their carrying values may not be fully recoverable. See Note 8 - Goodwill and Identifiable Intangible Assets of the notes to consolidated financial statements for additional information.

Insurance Liabilities

Our insurance liabilities are determined actuarially based on claims filed and an estimate of claims incurred but not yet reported. At December 31, 2015 and 2014, the estimated current portion of undiscounted insurance liabilities of $29.9 million and $28.8 million, respectively, were included in "Other accrued expenses and liabilities" in the accompanying Consolidated Balance Sheets. The estimated non-current portion of the undiscounted insurance liabilities included in "Other long-term obligations" at December 31, 2015 and 2014 were $114.3 million and $106.3 million, respectively.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (Continued)

Foreign Operations

The financial statements and transactions of our foreign subsidiaries are maintained in their functional currency and translated into U.S. dollars in accordance with ASC Topic 830, "Foreign Currency Matters". Translation adjustments have been recorded as "Accumulated other comprehensive loss", a separate component of "Equity".

Income Taxes

We account for income taxes in accordance with the provisions of ASC Topic 740, "Income Taxes" ("ASC 740"). ASC 740 requires an asset and liability approach which requires the recognition of deferred income tax assets and deferred income tax liabilities for the expected future tax consequences of temporary differences between the carrying amounts and the tax bases of assets and liabilities. Valuation allowances are established when necessary to reduce deferred income tax assets when it is more likely than not that a tax benefit will not be realized.

We account for uncertain tax positions in accordance with the provisions of ASC 740. We recognize accruals of interest related to unrecognized tax benefits as a component of the income tax provision.

Valuation of Share-Based Compensation Plans

We have various types of share-based compensation plans and programs, which are administered by our Board of Directors or its Compensation and Personnel Committee. See Note 13 - Share-Based Compensation Plans of the notes to consolidated financial statements for additional information regarding the share-based compensation plans and programs.

We account for share-based payments in accordance with the provisions of ASC Topic 718, "Compensation-Stock Compensation" ("ASC 718"). ASC 718 requires that all share-based payments issued to acquire goods or services, including grants of employee stock options, be recognized in the statement of operations based on their fair values, net of estimated forfeitures. ASC 718 requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates. Compensation expense related to share-based awards is recognized over the requisite service period, which is generally the vesting period. For shares subject to graded vesting, our policy is to apply the straight-line method in recognizing compensation expense. ASC 718 requires the benefits of tax deductions in excess of recognized compensation expense to be reported as a financing cash inflow, rather than as an operating cash inflow in the Consolidated Statements of Cash Flows. This requirement reduces net operating cash flows and increases net financing cash flows.

New Accounting Pronouncements

In November 2015, an accounting pronouncement was issued by the FASB to simplify the presentation of deferred income taxes within the balance sheet. This pronouncement eliminates the requirement that deferred tax assets and liabilities are presented as current or noncurrent based on the nature of the underlying assets and liabilities. Instead, the pronouncement requires all deferred tax assets and liabilities, including valuation allowances, be classified as noncurrent. This pronouncement is effective for fiscal years beginning after December 15, 2016, with early adoption permitted. We intend to adopt this pronouncement on January 1, 2017, and the adoption will not have a material impact on our financial position and/or results of operations.

In September 2015, an accounting pronouncement was issued by the FASB which eliminates the requirement that an acquirer in a business combination account for measurement-period adjustments retrospectively. Instead, an acquirer will recognize a measurement-period adjustment during the period in which it determines the amount of the adjustment. This pronouncement is effective for fiscal years beginning after December 15, 2015, with early adoption permitted. We intend to adopt this pronouncement on January 1, 2016, and the adoption will not have a material impact on our financial position and/or results of operations.

In April 2015, an accounting pronouncement was issued by the FASB to update the guidance related to the presentation of debt issuance costs. This guidance requires debt issuance costs, related to a recognized debt liability, be presented in the balance sheet as a direct deduction from the carrying amount of the related debt liability rather than being presented as an asset. This pronouncement is effective retrospectively for fiscal years beginning after December 15, 2015, with early adoption permitted. We intend to adopt this pronouncement on January 1, 2016, and the adoption will not have a material impact on our financial position and/or results of operations.

On January 1, 2015, we adopted the accounting pronouncement issued by the FASB updating existing guidance on discontinued operations. This guidance raises the threshold for a disposal to qualify as a discontinued operation and requires new disclosures of both discontinued operations and certain other disposals that do not meet the definition of a discontinued operation. This

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (Continued)

pronouncement is aimed at reducing the frequency of disposals reported as discontinued operations by focusing on strategic shifts that have or will have a major effect on an entity's operations and financial results. We will consider this guidance in conjunction with future disposals, if any.

In May 2014, an accounting pronouncement was issued by the FASB to clarify existing guidance on revenue recognition. This guidance includes the required steps to achieve the core principle that a company should recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. This pronouncement is effective for fiscal years and interim periods beginning after December 15, 2017, with early adoption permitted. The guidance permits the use of one of two retrospective transition methods. We have not yet selected a transition method nor have we determined the effect that the adoption of the pronouncement may have on our financial position and/or results of operations.

NOTE 3 - ACQUISITIONS OF BUSINESSES

On October 19, 2015, October 13, 2015 and June 1, 2015, we acquired three companies, each for an immaterial amount. Two of the companies acquired primarily provide mechanical construction services, and their results of operations have been included in our United States mechanical construction and facilities services segment. The results of operations for the other company acquired have been included in our United States building services segment. The purchase price for the acquisition of these businesses is subject to finalization based on certain contingencies provided for in the purchase agreement. The acquisition of these businesses was accounted for by the acquisition method, and the prices paid for them have been allocated to their respective assets and liabilities, based upon the estimated fair values of their assets and liabilities at the dates of their respective acquisitions.

On July 29, 2013, we completed the acquisition of RepconStrickland, Inc. ("RSI"). This acquisition expands and strengthens our service offerings to new and existing customers and enhances our position within the industrial services and energy market sectors. Under the terms of the transaction, we acquired 100% of RSI's stock for total consideration of $463.6 million. The acquisition was funded with cash on hand and $250.0 million from borrowings under our revolving credit facility. This acquisition was accounted for using the acquisition method of accounting. We acquired working capital of $35.5 million and other net liabilities of $67.1 million, and have ascribed $267.8 million to goodwill and $227.4 million to identifiable intangible assets in connection with the acquisition of RSI, which has been included in our United States industrial services segment. We expect that $49.0 million of acquired goodwill will be deductible for tax purposes.

On December 2, 2013 and May 31, 2013, we acquired two companies, each for an immaterial amount. These companies primarily provide mechanical construction services and have been included in our United States mechanical construction and facilities services segment. The purchase price for the acquisition of these businesses was finalized with an insignificant impact. The acquisition of these businesses was accounted for by the acquisition method, and the prices paid for them have been allocated to their respective assets and liabilities, based upon the estimated fair values of their respective assets and liabilities at the dates of their respective acquisitions. We believe these businesses further expand our service capabilities into new geographical and/or technical areas.

During the years ended December 31, 2015 and December 31, 2013, we recorded net reversals of $0.5 million and $6.8 million, respectively, of liabilities resulting in non-cash income attributable to contingent consideration arrangements relating to prior acquisitions. During the year ended December 31, 2014, we recorded an increase of $0.6 million of liabilities resulting in non-cash expense attributable to contingent consideration arrangements relating to prior acquisitions.

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 4 - DISPOSITION OF ASSETS

In January 2014, we sold a subsidiary reported in our United States building services segment. Proceeds from the sale totaled approximately $1.1 million. Included in net income for the year ended December 31, 2014 was a loss of $0.6 million from this sale, which is classified as a component of "Selling, general and administrative expenses" in the Consolidated Statements of Operations.

On July 22, 2014, we sold a building and land owned by one of our subsidiaries reported in the United States mechanical construction and facilities services segment. We recognized a gain of approximately $11.7 million on this transaction in the third quarter of 2014, which has been classified as a "Gain on sale of building" in the Consolidated Statements of Operations.

Due to a historical pattern of losses in the construction operations of our United Kingdom segment and our negative assessment of construction market conditions in the United Kingdom for the foreseeable future, we announced during the quarter ended June 30, 2013 our decision to withdraw from the construction market in the United Kingdom. During the third quarter of 2014, we ceased construction operations in the United Kingdom. The results of the construction operations of our United Kingdom segment for all periods are presented in our Consolidated Financial Statements as discontinued operations.

The results of the discontinued operation are as follows (in thousands):

	For the twelve months ended December 31,		
	2015	2014	2013
Revenues	$ 3,823	$ 19,297	$ 83,631
Loss from discontinued operation, net of income taxes	$ (60)	$ (4,690)	$ (23,069)
Diluted loss per share from discontinued operation	$ (0.00)	$ (0.07)	$ (0.34)

Included in the Consolidated Balance Sheets at December 31, 2015 and December 31, 2014 are the following major classes of assets and liabilities associated with the discontinued operation (in thousands):

	December 31, 2015	December 31, 2014
Assets of discontinued operation:		
Current assets	$ 2,525	$ 6,265
Non-current assets	$ —	$ 278
Liabilities of discontinued operation:		
Current liabilities	$ 4,407	$ 10,743
Non-current liabilities	$ —	$ 94

At December 31, 2015, the assets and liabilities of the discontinued operation consisted of accounts receivable, contract retentions and contract warranty obligations that are expected to be collected or fulfilled in the ordinary course of business. Additionally at December 31, 2015, there remained $0.5 million of obligations related to employee severance and the termination of leased facilities, which is expected to be paid during the first half of 2016. The settlement of the remaining assets and liabilities may result in additional income and/or expenses. Such income and/or expenses are expected to be immaterial and will be reflected as an additional component of "Loss from discontinued operation" as incurred.

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 5 - EARNINGS PER SHARE

The following tables summarize our calculation of Basic and Diluted Earnings (Loss) per Common Share ("EPS") for the years ended December 31, 2015, 2014 and 2013 (in thousands, except share and per share data):

	2015	2014	2013
Numerator:			
Income from continuing operations attributable to EMCOR Group, Inc. common stockholders	$ 172,346	$ 173,354	$ 146,861
Loss from discontinued operation, net of income taxes	(60)	(4,690)	(23,069)
Net income attributable to EMCOR Group, Inc. common stockholders	$ 172,286	$ 168,664	$ 123,792
Denominator:			
Weighted average shares outstanding used to compute basic earnings (loss) per common share	62,789,120	66,331,886	67,086,299
Effect of dilutive securities—Share-based awards	518,392	730,623	990,542
Shares used to compute diluted earnings (loss) per common share	63,307,512	67,062,509	68,076,841
Basic earnings (loss) per common share:			
From continuing operations attributable to EMCOR Group, Inc. common stockholders	$ 2.74	$ 2.61	$ 2.19
From discontinued operation	(0.00)	(0.07)	(0.34)
Net income attributable to EMCOR Group, Inc. common stockholders	$ 2.74	$ 2.54	$ 1.85
Diluted earnings (loss) per common share:			
From continuing operations attributable to EMCOR Group, Inc. common stockholders	$ 2.72	$ 2.59	$ 2.16
From discontinued operation	(0.00)	(0.07)	(0.34)
Net income attributable to EMCOR Group, Inc. common stockholders	$ 2.72	$ 2.52	$ 1.82

There were no anti-dilutive awards for the years ended December 31, 2015, 2014 and 2013.

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 6 - INVENTORIES

Inventories as of December 31, 2015 and 2014 consist of the following amounts (in thousands):

	2015	2014
Raw materials and construction materials	$ 23,239	$ 23,330
Work in process	14,306	23,524
	$ 37,545	$ 46,854

NOTE 7 - PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment in the accompanying Consolidated Balance Sheets consisted of the following amounts as of December 31, 2015 and 2014 (in thousands):

	2015	2014
Machinery and equipment	$ 123,211	$ 120,528
Vehicles	51,673	45,036
Furniture and fixtures	20,730	20,693
Computer hardware/software	95,993	89,638
Land, buildings and leasehold improvements	88,877	81,206
Construction in progress	5,688	6,926
	386,172	364,027
Accumulated depreciation and amortization	(264,154)	(241,849)
	$ 122,018	$ 122,178

Depreciation and amortization expense related to property, plant and equipment, including capital leases, was $36.3 million, $36.5 million and $36.3 million for the years ended December 31, 2015, 2014 and 2013, respectively.

NOTE 8 - GOODWILL AND IDENTIFIABLE INTANGIBLE ASSETS

Goodwill at December 31, 2015 and 2014 was approximately $843.2 million and $834.1 million, respectively, and reflects the excess of cost over fair market value of net identifiable assets of companies acquired. Goodwill attributable to companies acquired in 2015 has been valued at $9.1 million. No companies were acquired in 2014. ASC Topic 805, "Business Combinations" ("ASC 805") requires that all business combinations be accounted for using the acquisition method and that certain identifiable intangible assets acquired in a business combination be recognized as assets apart from goodwill. ASC Topic 350, "Intangibles-Goodwill and Other" ("ASC 350") requires goodwill and other identifiable intangible assets with indefinite useful lives not be amortized, such as trade names, but instead tested at least annually for impairment (which we test each October 1, absent any impairment indicators) and be written down if impaired. ASC 350 requires that goodwill be allocated to its respective reporting unit and that identifiable intangible assets with finite lives be amortized over their useful lives. As of December 31, 2015, approximately 45.6% of our goodwill related to our United States industrial services segment, approximately 27.1% of our goodwill related to our United States building services segment, approximately 26.8% related to our United States mechanical construction and facilities services segment and approximately 0.5% related to our United States electrical construction and facilities services segment.

We test for impairment of goodwill at the reporting unit level. Our reporting units are consistent with the reportable segments identified in Note 17, "Segment Information", of the notes to consolidated financial statements. In assessing whether our goodwill is impaired, we utilize the two-step process as prescribed by ASC 350. The first step of this test compares the fair value of the reporting unit, determined based upon discounted estimated future cash flows, to the carrying amount, including goodwill. If the fair value exceeds the carrying amount, no further analysis is required and no impairment loss is recognized. If the carrying amount of the reporting unit exceeds the fair value, the goodwill of the reporting unit is potentially impaired and step two of the goodwill impairment test would need to be performed to measure the amount of an impairment loss, if any. In the second step, the impairment is computed by comparing the implied fair value of the reporting unit's goodwill with the carrying amount of the goodwill. If the carrying amount of the reporting unit's goodwill is greater than the implied fair value of its goodwill, an impairment loss in the amount of the excess is recognized and charged to operations. The weighted average cost of capital used in our annual testing for

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 8 - GOODWILL AND IDENTIFIABLE INTANGIBLE ASSETS - (Continued)

impairment as of October 1, 2015 was 11.1%, 11.1% and 11.0% for our domestic construction segments, our United States building services segment and our United States industrial services segment, respectively. The perpetual growth rate used for our annual testing was 2.7% for all of our domestic segments. Unfavorable changes in these key assumptions may affect future testing results and cause us to fail step one of the goodwill impairment testing process. For example, keeping all other assumptions constant, a 50 basis point increase in the weighted average costs of capital would cause the estimated fair value of our United Stated industrial services segment to approach its carrying value. A 50 basis point increase in the weighted average costs of capital would not significantly reduce the excess of the estimated fair value compared to the carrying value for any of our other domestic segments. In addition, keeping all other assumptions constant, a 50 basis point reduction in the perpetual growth rate would not significantly reduce the excess of the estimated fair value compared to the carrying value for any of our domestic segments. For the years ended December 31, 2015, 2014 and 2013, no impairment of our goodwill was recognized.

We also test for the impairment of trade names that are not subject to amortization by calculating the fair value of such trade names using the "relief from royalty payments" methodology. This approach involves two steps: (a) estimating reasonable royalty rates for each trade name and (b) applying these royalty rates to a net revenue stream and discounting the resulting cash flows to determine fair value. This fair value is then compared with the carrying value of each trade name. If the carrying amount of the trade name is greater than the implied fair value of the trade name, an impairment in the amount of the excess is recognized and charged to operations. For the years ended December 31, 2015 and 2013, no impairment of our trade names was recognized. The annual impairment review of our trade names for the year ended December 31, 2014 resulted in a $1.5 million non-cash impairment charge as a result of a change in the fair value of subsidiary trade names associated with certain prior acquisitions reported within our United States mechanical construction and facilities services segment and our United States building services segment.

In addition, we review for the impairment of other identifiable intangible assets that are being amortized whenever facts and circumstances indicate that their carrying values may not be fully recoverable. This test compares their carrying values to the undiscounted pre-tax cash flows expected to result from the use of the assets. If the assets are impaired, the assets are written down to their fair values, generally determined based on their future discounted cash flows. For the years ended December 31, 2015, 2014 and 2013, no impairment of our other identifiable intangible assets was recognized.

Our development of the present value of future cash flow projections used in impairment testing is based upon assumptions and estimates by management from a review of our operating results, business plans, anticipated growth rates and margins and weighted average cost of capital, among others. Those assumptions and estimates can change in future periods, and other factors used in assessing fair value are outside the control of management, such as interest rates. There can be no assurances that our estimates and assumptions made for purposes of our goodwill and identifiable intangible asset impairment testing will prove to be accurate predictions of the future. If our assumptions regarding future business performance plans or anticipated growth rates and/or margins are not achieved, or there is a rise in interest rates, we may be required to record goodwill and/or identifiable intangible asset impairment charges in future periods. It is not possible at this time to determine if any such future impairment charge would result or, if it does, whether such a charge would be material.

The changes in the carrying amount of goodwill by reportable segments during the years ended December 31, 2015 and 2014 were as follows (in thousands):

	United States electrical construction and facilities services segment	United States mechanical construction and facilities services segment	United States building services segment	United States industrial services segment	Total
Balance at December 31, 2013	$ 3,823	$ 217,255	$ 229,204	$ 384,543	$ 834,825
Acquisitions, sales and purchase price adjustments	—	—	(819)	96	(723)
Balance at December 31, 2014	3,823	217,255	228,385	384,639	834,102
Acquisitions, sales and purchase price adjustments	—	8,816	252	—	9,068
Balance at December 31, 2015	$ 3,823	$ 226,071	$ 228,637	$ 384,639	$ 843,170

The aggregate goodwill balance as of December 31, 2013 included $210.6 million of accumulated impairment charges, which were comprised of $139.5 million within the United States building services segment and $71.1 million within the United States industrial services segment.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 8 - GOODWILL AND IDENTIFIABLE INTANGIBLE ASSETS - (Continued)

Identifiable intangible assets as of December 31, 2015 and 2014 consist of the following (in thousands):

	December 31, 2015			
	Gross Carrying Amount	Accumulated Amortization	Accumulated Impairment Charge	Total
Contract backlog	$ 47,745	$ (47,745)	$ —	$ —
Developed technology/Vendor network	95,661	(40,482)	—	55,179
Customer relationships	430,356	(141,695)	(4,834)	283,827
Non-competition agreements	10,220	(9,832)	—	388
Trade names (amortized)	21,248	(12,410)	—	8,838
Trade names (unamortized)	174,039	—	(49,437)	124,602
Total	$ 779,269	$ (252,164)	$ (54,271)	$ 472,834

	December 31, 2014			
	Gross Carrying Amount	Accumulated Amortization	Accumulated Impairment Charge	Total
Contract backlog	$ 47,620	$ (47,620)	$ —	$ —
Developed technology/Vendor network	95,661	(35,347)	—	60,314
Customer relationships	425,873	(112,457)	(4,834)	308,582
Non-competition agreements	9,980	(9,330)	—	650
Trade names (amortized)	21,248	(9,515)	—	11,733
Trade names (unamortized)	170,218	—	(49,437)	120,781
Total	$ 770,600	$ (214,269)	$ (54,271)	$ 502,060

Identifiable intangible assets attributable to companies acquired in 2015 have been valued at $8.7 million. No companies were acquired in 2014. See Note 3 - Acquisitions of Businesses of the notes to consolidated financial statements for additional information. The identifiable intangible amounts are amortized on a straight-line basis. The weighted average amortization periods for the unamortized balances remaining are, in the aggregate, approximately 11 years, which are comprised of the following: 11.5 years for developed technology/vendor network, 11 years for customer relationships, 1.5 years for non-competition agreements and 4 years for trade names.

Amortization expense related to identifiable intangible assets with finite lives was $37.9 million, $38.0 million and $31.0 million for the years ended December 31, 2015, 2014 and 2013, respectively. The following table presents the estimated future amortization expense of identifiable intangible assets in the following years (in thousands):

2016	$ 37,380
2017	35,003
2018	32,835
2019	30,853
2020	30,671
Thereafter	181,490
	$ 348,232

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 9 - DEBT

Credit Facilities

Until November 25, 2013, we had a revolving credit agreement (the "2011 Credit Agreement") as amended, which provided for a revolving credit facility of $750.0 million. The 2011 Credit Agreement was effective November 21, 2011. Effective November 25, 2013, we amended and restated the 2011 Credit Agreement to provide for a $750.0 million revolving credit facility (the "2013 Revolving Credit Facility") and a $350.0 million term loan (the "Term Loan") (collectively referred to as the "2013 Credit Agreement") expiring November 25, 2018. The proceeds of the Term Loan were used to repay amounts drawn under the 2011 Credit Agreement. We may increase the 2013 Revolving Credit Facility to $1.05 billion if additional lenders are identified and/or existing lenders are willing to increase their current commitments; and we may allocate up to $250.0 million of available capacity under the 2013 Revolving Credit Facility to letters of credit for our account or for the account of our subsidiaries. The 2013 Credit Agreement is guaranteed by most of our direct and indirect subsidiaries and is secured by substantially all of our assets and most of the assets of most of our subsidiaries. The 2013 Revolving Credit Facility and the Term Loan contain various covenants providing for, among other things, maintenance of certain financial ratios and certain limitations on payment of dividends, common stock repurchases, investments, acquisitions, indebtedness and capital expenditures. We were in compliance with all such covenants as of December 31, 2015 and December 31, 2014. A commitment fee is payable on the average daily unused amount under the 2013 Revolving Credit Facility, which ranges from 0.20% to 0.30%, based on certain financial tests. The fee was 0.20% of the unused amount as of December 31, 2015. Borrowings under the 2013 Credit Agreement bear interest at (1) a rate which is the prime commercial lending rate announced by Bank of Montreal from time to time (3.50% at December 31, 2015) plus 0.25% to 0.75%, based on certain financial tests or (2) United States dollar LIBOR (0.42% at December 31, 2015) plus 1.25% to 1.75%, based on certain financial tests. The interest rate in effect at December 31, 2015 was 1.67%. Fees for letters of credit issued under the 2013 Revolving Credit Facility range from 1.25% to 1.75% of the respective face amounts of outstanding letters of credit and are computed based on certain financial tests. We capitalized approximately $3.0 million of debt issuance costs associated with the 2013 Credit Agreement. This amount is being amortized over the life of the agreement and is included as part of interest expense. We are required to make principal payments on the Term Loan in installments on the last day of March, June, September and December of each year, commencing with the calendar quarter ended March 31, 2014, in the amount of $4.4 million, with a final payment of all unpaid principal and interest due and payable on November 25, 2018. As of December 31, 2015 and December 31, 2014, the balance on the Term Loan was $315.0 million and $332.5 million, respectively. As of December 31, 2015 and December 31, 2014, we had approximately $99.0 million and $95.5 million of letters of credit outstanding, respectively. There were no borrowings outstanding under the 2013 Revolving Credit Facility as of December 31, 2015 and December 31, 2014.

Long-term debt in the accompanying Consolidated Balance Sheets consisted of the following amounts as of December 31, 2015 and 2014 (in thousands):

	2015	2014
Term Loan, interest payable at varying amounts through 2018	$ 315,000	$ 332,500
Capitalized Lease Obligations, at weighted average interest rates from 3.0% to 5.8% payable in varying amounts through 2020	3,869	2,883
Other, payable through 2019	44	57
	318,913	335,440
Less: current maturities	18,848	19,041
	$ 300,065	$ 316,399

Capitalized Lease Obligations

See Note 15 - Commitments and Contingencies of the notes to consolidated financial statements for additional information.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 10 - FAIR VALUE MEASUREMENTS

We use a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy, which gives the highest priority to quoted prices in active markets, is comprised of the following three levels:

Level 1 – Unadjusted quoted market prices in active markets for identical assets and liabilities.

Level 2 – Observable inputs, other than Level 1 inputs. Level 2 inputs would typically include quoted prices in markets that are not active or financial instruments for which all significant inputs are observable, either directly or indirectly.

Level 3 – Prices or valuations that require inputs that are both significant to the measurement and unobservable.

The following tables provide the assets and liabilities carried at fair value measured on a recurring basis as of December 31, 2015 and December 31, 2014 (in thousands):

	Assets at Fair Value as of December 31, 2015			
Asset Category	Level 1	Level 2	Level 3	Total
Cash and cash equivalents (1)	$ 486,831	$ —	$ —	$ 486,831
Restricted cash (2)	4,232	—	—	4,232
Deferred compensation plan assets (3)	7,497	—	—	7,497
Total	$ 498,560	$ —	$ —	$ 498,560

	Assets at Fair Value as of December 31, 2014			
Asset Category	Level 1	Level 2	Level 3	Total
Cash and cash equivalents (1)	$ 432,056	$ —	$ —	$ 432,056
Restricted cash (2)	6,474	—	—	6,474
Deferred compensation plan assets (3)	3,139	—	—	3,139
Total	$ 441,669	$ —	$ —	$ 441,669

(1) Cash and cash equivalents consist primarily of money market funds with original maturity dates of three months or less, which are Level 1 assets. At December 31, 2015 and 2014, we had $151.4 million and $156.7 million, respectively, in money market funds.

(2) Restricted cash is classified as "Prepaid expenses and other" in our consolidated balance sheets.

(3) Deferred compensation plan assets are classified as "Other assets" in our consolidated balance sheets.

We believe that the carrying values of our financial instruments, which include accounts receivable and other financing commitments, approximate their fair values due primarily to their short-term maturities and low risk of counterparty default. The carrying value of our debt associated with the 2013 Credit Agreement approximates its fair value due to the variable rate on such debt.

NOTE 11 - INCOME TAXES

Our 2015 income tax provision from continuing operations was $106.3 million compared to $103.5 million for 2014 and $82.3 million for 2013. The actual income tax rates on income from continuing operations before income taxes, less amounts attributable to noncontrolling interests, for the years ended December 31, 2015, 2014 and 2013, were 38.1%, 37.4% and 35.9%, respectively. The increase in the 2015 income tax provision compared to 2014 was predominantly due to certain increases in the state tax provision attributable to the mix of earnings and the effect of a change in the United Kingdom statutory tax rate on deferred tax assets. The increase in the 2014 income tax provision compared to 2013 was primarily due to the effect of increased income before income taxes and the 2013 reversal of reserves for previously unrecognized income tax benefits.

As of December 31, 2015 and 2014, the amount of unrecognized income tax benefits was $4.8 million and $5.2 million (of which $3.0 million, if recognized, would favorably affect our effective income tax rate), respectively.

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 11 - INCOME TAXES - (Continued)

As of December 31, 2015 and 2014, we had an accrual of $0.4 million and $0.3 million for the payment of interest related to unrecognized income tax benefits included in the Consolidated Balance Sheets, respectively. During each of the years ended December 31, 2015 and 2014, we recognized approximately $0.1 million in interest expense related to our unrecognized income tax benefits. In addition, we reversed less than $0.1 million and $0.1 million of accrued interest expense related to our unrecognized income tax benefits for the years ended December 31, 2015 and 2014, respectively. As of December 31, 2015 and 2014, we had total income tax reserves included in "Other long-term liabilities" of $5.2 million and $5.5 million, respectively. We record interest expense on unrecognized tax benefits in income tax expense.

A reconciliation of the beginning and end of year unrecognized income tax benefits is as follows (in thousands):

	2015	2014
Balance at beginning of year	$ 5,203	$ 3,116
Additions based on tax positions related to the current year	611	1,053
Additions based on tax positions related to prior years	—	2,816
Reductions for tax positions of prior years	(1,053)	(1,162)
Reductions for expired statute of limitations	—	(620)
Balance at end of year	$ 4,761	$ 5,203

It is reasonably possible that approximately $4.1 million of unrecognized income tax benefits at December 31, 2015, primarily relating to uncertain tax positions attributable to tax return filing positions, may decrease in the next twelve months as a result of estimated settlements with taxing authorities and the expiration of applicable statutes of limitations.

We file income tax returns with the Internal Revenue Service and various state, local and foreign tax agencies. The Company is currently under examination by the Internal Revenue Service and various taxing authorities for the years 2008 through 2014. During the first quarter of 2014, the Internal Revenue Service finalized its audit of our federal income tax returns for the years 2010 through 2011. We agreed to and paid an assessment, for an immaterial amount, proposed by the Internal Revenue Service pursuant to such audit.

The income tax provision in the accompanying Consolidated Statements of Operations for the years ended December 31, 2015, 2014 and 2013 consisted of the following (in thousands):

	2015	2014	2013
Current:			
Federal provision	$ 94,405	$ 80,852	$ 60,449
State and local provisions	21,320	14,532	2,897
Foreign provision	831	2,396	7,083
	116,556	97,780	70,429
Deferred	(10,300)	5,748	11,857
	$ 106,256	$ 103,528	$ 82,286

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 11 - INCOME TAXES - (Continued)

Factors accounting for the variation from U.S. statutory income tax rates from continuing operations for the years ended December 31, 2015, 2014 and 2013 were as follows (in thousands):

	2015	2014	2013
Federal income taxes at the statutory rate	$ 97,588	$ 98,576	$ 81,448
Noncontrolling interests	(77)	(1,667)	(1,247)
State and local income taxes, net of federal tax benefits	12,590	9,944	9,446
State tax reserves	62	(38)	(6,529)
Permanent differences	3,096	2,961	3,226
Domestic manufacturing deduction	(6,604)	(5,008)	(4,778)
Foreign income taxes (including UK statutory rate changes)	(361)	(1,237)	1,183
Federal tax reserves	14	62	263
Other	(52)	(65)	(726)
	$ 106,256	$ 103,528	$ 82,286

The components of the net deferred income tax liability are included in "Prepaid expenses and other" of $36.0 million, "Other assets" of $11.3 million, and "Other long-term obligations" of $167.9 million at December 31, 2015, and the components of net deferred income tax liability are included in "Prepaid expenses and other" of $29.3 million, "Other assets" of $16.6 million, and "Other long-term obligations" of $173.7 million at December 31, 2014 in the accompanying Consolidated Balance Sheets.

The amounts recorded for the years ended December 31, 2015 and 2014 were as follows (in thousands):

	2015	2014
Deferred income tax assets:		
Excess of amounts expensed for financial statement purposes over amounts deducted for income tax purposes:		
Insurance liabilities	$ 58,582	$ 54,351
Pension liability	6,255	10,142
Deferred compensation	28,033	17,886
Other (including liabilities and reserves)	28,562	31,828
Total deferred income tax assets	121,432	114,207
Valuation allowance for deferred tax assets	(805)	(2,024)
Net deferred income tax assets	120,627	112,183
Deferred income tax liabilities:		
Costs capitalized for financial statement purposes and deducted for income tax purposes:		
Goodwill and identifiable intangible assets	(218,715)	(216,126)
Other, primarily depreciation of property, plant and equipment	(22,510)	(23,884)
Total deferred income tax liabilities	(241,225)	(240,010)
Net deferred income tax liabilities	$ (120,598)	$ (127,827)

We file a consolidated federal income tax return including all of our U.S. subsidiaries. As of December 31, 2015 and 2014, the total valuation allowance on net deferred income tax assets was approximately $0.8 million and $2.0 million, respectively, related to state and local net operating losses. The reason for the net decrease in the valuation allowance for 2015 was related to the utilization of state and local net operating loss carryforwards. Although realization is not assured, we believe it is more likely than not that the deferred income tax asset, net of the valuation allowance discussed above, will be realized. The amount of the deferred income tax asset considered realizable, however, could be reduced if estimates of future income are reduced.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 11 - INCOME TAXES - (Continued)

At December 31, 2015, we had trading losses for United Kingdom income tax purposes of approximately $23.4 million, which have no expiration date. Such losses are subject to review by the United Kingdom taxing authority. Realization of the deferred income tax assets is dependent on our generating sufficient taxable income. We believe that the deferred income tax assets will be realized through projected future income.

Income before income taxes from continuing operations for the years ended December 31, 2015, 2014 and 2013 consisted of the following (in thousands):

	2015	2014	2013
United States	$ 264,867	$ 265,529	$ 219,300
Foreign	13,956	16,116	13,409
	$ 278,823	$ 281,645	$ 232,709

As of December 31, 2015, we had undistributed foreign earnings from our United Kingdom subsidiary of approximately $21.9 million for which we have not recorded a deferred tax liability, as we have provided taxes on a significant portion of such earnings in prior periods and the earnings on which income taxes have not been provided are indefinitely reinvested. As of December 31, 2015, the amount of cash held in the United Kingdom was approximately $46.5 million which, if repatriated, should not result in any federal or state income taxes. As of December 31, 2015, we had undistributed foreign earnings from our Puerto Rico subsidiary of approximately $1.4 million for which we have not recorded a deferred tax liability as such earnings are indefinitely reinvested. As of December 31, 2015, the amount of cash held in Puerto Rico was approximately $3.0 million which, if repatriated, may result in federal and state income taxes of approximately $0.5 million.

NOTE 12 - COMMON STOCK

As of December 31, 2015 and December 31, 2014, there were 61,067,868 and 62,981,229 shares of our common stock outstanding, respectively.

We have paid quarterly dividends since October 25, 2011. In December 2013, our Board of Directors announced its intention to increase the regular quarterly dividend to $0.08 per share commencing with the dividend to be paid in the first quarter of 2014. We currently pay a regular quarterly dividend of $0.08 per share.

On September 26, 2011, our Board of Directors authorized us to repurchase up to $100.0 million of our outstanding common stock. On December 5, 2013, October 23, 2014 and October 28, 2015, our Board of Directors authorized us to repurchase up to an additional $100.0 million, $250.0 million and $200.0 million of our outstanding common stock, respectively. During 2015, we repurchased approximately 2.3 million shares of our common stock for approximately $112.3 million. Since the inception of these repurchase programs through December 31, 2015, we have repurchased 9.9 million shares of our common stock for approximately $395.9 million. As of December 31, 2015, there remained authorization for us to repurchase approximately $254.1 million of our shares. The repurchase programs do not obligate the Company to acquire any particular amount of common stock and may be suspended, recommenced or discontinued at any time or from time to time without prior notice. Repurchases may be made from time to time to the extent permitted by securities laws and other legal requirements, including provisions in our credit agreement placing limitations on such repurchases. The repurchase programs have been and will be funded from our operations.

NOTE 13 - SHARE-BASED COMPENSATION PLANS

We have an incentive plan under which stock options, stock awards, stock units and other share-based compensation may be granted to officers, non-employee directors and key employees of the Company. Under the terms of this plan, 3,250,000 shares were authorized and 1,849,266 shares are available for grant or issuance as of December 31, 2015. Any issuances under this plan are valued at the fair market value of the common stock on the grant date. The vesting and expiration of any stock option grants and the vesting schedule of any stock awards or stock units are determined by the Compensation and Personnel Committee of our Board of Directors at the time of the grant. Additionally, we have outstanding stock options that were issued under other plans, and no further grants may be made under those plans.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 13 - SHARE-BASED COMPENSATION PLANS - (Continued)

The following table summarizes activity regarding our stock options and awards of shares and stock units since December 31, 2012:

Stock Options			Restricted Stock Units		
	Shares	Weighted Average Price		Shares	Weighted Average Price
Balance, December 31, 2012	1,796,377	$ 17.15	Balance, December 31, 2012	588,907	$ 28.56
Granted	—	—	Granted	192,617	$ 36.26
Expired	—	—	Forfeited	(15,298)	$ 29.38
Exercised	(485,680)	$ 14.55	Vested	(155,423)	$ 27.77
Balance, December 31, 2013	1,310,697	$ 18.12	Balance, December 31, 2013	610,803	$ 31.17
Granted	—	—	Granted	176,418	$ 43.06
Expired	—	—	Forfeited	(500)	$ 43.76
Exercised	(743,923)	$ 13.52	Vested	(152,423)	$ 32.46
Balance, December 31, 2014	566,774	$ 24.15	Balance, December 31, 2014	634,298	$ 34.16
Granted	—	—	Granted	241,274	$ 45.23
Expired	(30,000)	$ 12.09	Forfeited	(3,587)	$ 29.56
Exercised	(230,048)	$ 26.71	Vested	(266,497)	$ 32.17
Balance, December 31, 2015	306,726	$ 23.42	Balance, December 31, 2015	605,488	$ 39.47

We recognized $8.8 million, $8.1 million and $6.9 million of compensation expense for stock units awarded to non-employee directors and employees pursuant to incentive plans for the years ended December 31, 2015, 2014 and 2013, respectively. We have $6.6 million of compensation expense, net of income taxes, which will be recognized over the remaining vesting periods of up to approximately four years. In addition, an aggregate of 93,399 restricted stock units granted to an employee and our non-employee directors vested as of December 31, 2015, but issuance has been deferred for certain periods up to five years or upon retirement.

All outstanding stock options were fully vested as of December 31, 2012; therefore, no compensation expense was recognized for the years ended December 31, 2015, 2014 and 2013.

As a result of stock option exercises, $3.8 million, $6.9 million and $5.2 million of proceeds were received during the years ended December 31, 2015, 2014 and 2013, respectively. The income tax benefit derived in 2015, 2014 and 2013 as a result of such exercises and share-based compensation was $1.6 million, $8.6 million and $5.2 million, respectively, of which $1.7 million, $8.3 million and $4.6 million, respectively, represented excess tax benefits. The total intrinsic value of options (the amounts by which the stock price exceeded the exercise price of the option on the date of exercise) that were exercised during 2015, 2014 and 2013 was $4.6 million, $23.5 million and $12.5 million, respectively.

At December 31, 2015, 2014 and 2013, 306,726 options, 566,774 options and 1,310,697 options were exercisable, respectively. The weighted average exercise price of exercisable options at December 31, 2015, 2014 and 2013 was approximately $23.42, $24.15 and $18.12, respectively. The total aggregate intrinsic value of options outstanding and exercisable as of December 31, 2015, 2014 and 2013 were approximately $7.6 million, $11.5 million and $31.9 million, respectively.

The following table summarizes information about our stock options as of December 31, 2015:

Stock Options Outstanding and Exercisable			
Range of Exercise Prices	Number	Weighted Average Remaining Life	Weighted Average Exercise Price
$20.42 - $20.54	110,000	1.41 Years	$20.43
$22.52 - $24.48	140,000	3.31 Years	$23.92
$27.39 - $29.26	56,726	0.54 Years	$27.96

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 13 - SHARE-BASED COMPENSATION PLANS - (Continued)

We have an employee stock purchase plan. Under the terms of this plan, the maximum number of shares of our common stock that may be purchased is 3,000,000 shares. Generally, our corporate employees and non-union employees of our United States subsidiaries are eligible to participate in this plan. Employees covered by collective bargaining agreements generally are not eligible to participate in this plan.

NOTE 14 - RETIREMENT PLANS

Defined Benefit Plans

Our United Kingdom subsidiary has a defined benefit pension plan covering all eligible employees (the "UK Plan"); however, no individual joining the company after October 31, 2001 may participate in the plan. On May 31, 2010, we curtailed the future accrual of benefits for active employees under this plan.

We account for our UK Plan and other defined benefit plans in accordance with ASC 715, "Compensation-Retirement Benefits" ("ASC 715"). ASC 715 requires that (a) the funded status, which is measured as the difference between the fair value of plan assets and the projected benefit obligations, be recorded in our balance sheet with a corresponding adjustment to accumulated other comprehensive income (loss) and (b) gains and losses for the differences between actuarial assumptions and actual results, and unrecognized service costs, be recognized through accumulated other comprehensive income (loss). These amounts will be subsequently recognized as net periodic pension cost.

The change in benefit obligations and assets of the UK Plan for the years ended December 31, 2015 and 2014 consisted of the following components (in thousands):

	2015	2014
Change in pension benefit obligation		
Benefit obligation at beginning of year	$ 332,806	$ 308,877
Interest cost	11,603	14,027
Actuarial (gain) loss	(21,707)	40,906
Benefits paid	(9,604)	(9,915)
Foreign currency exchange rate changes	(17,273)	(21,089)
Benefit obligation at end of year	295,825	332,806
Change in pension plan assets		
Fair value of plan assets at beginning of year	282,095	269,811
Actual return on plan assets	569	34,012
Employer contributions	5,631	6,028
Benefits paid	(9,604)	(9,915)
Foreign currency exchange rate changes	(15,136)	(17,841)
Fair value of plan assets at end of year	263,555	282,095
Funded status at end of year	$ (32,270)	$ (50,711)

The actuarial gain in 2015 and actuarial loss in 2014 resulted from fluctuations in corporate bond yields leading to changes in the discount rate assumptions as disclosed below.

Amounts not yet reflected in net periodic pension cost and included in accumulated other comprehensive loss:

	2015	2014
Unrecognized losses	$ 88,818	$ 102,673

The underfunded status of the UK Plan of $32.3 million and $50.7 million at December 31, 2015 and 2014, respectively, is included in "Other long-term obligations" in the accompanying Consolidated Balance Sheets. No plan assets are expected to be returned to us during the year ended December 31, 2016.

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 14 - RETIREMENT PLANS - (Continued)

The weighted average assumptions used to determine benefit obligations as of December 31, 2015 and 2014 were as follows:

	2015	2014
Discount rate	3.8%	3.6%

The weighted average assumptions used to determine net periodic pension cost for the years ended December 31, 2015, 2014 and 2013 were as follows:

	2015	2014	2013
Discount rate	3.6%	4.6%	4.3%
Annual rate of return on plan assets	6.3%	6.7%	6.7%

The annual rate of return on plan assets has been determined by modeling possible returns using the actuary's portfolio return calculator and the fair value of plan assets. This models the long term expected returns of the various asset classes held in the portfolio and allows for the additional benefits of holding a diversified portfolio. For measurement purposes of the liability, the annual rates of inflation of covered pension benefits assumed for each of 2015 and 2014 was 2.0%.

The components of net periodic pension cost of the UK Plan for the years ended December 31, 2015, 2014 and 2013 were as follows (in thousands):

	2015	2014	2013
Interest cost	$ 11,603	$ 14,027	$ 12,326
Expected return on plan assets	(16,181)	(16,888)	(14,369)
Amortization of unrecognized loss	2,526	2,029	2,560
Net periodic pension cost	$ (2,052)	$ (832)	$ 517

Actuarial gains and losses are amortized using a corridor approach whereby cumulative gains and losses in excess of the greater of 10% of the pension benefit obligation or the fair value of plan assets are amortized over the average life expectancy of plan participants. The amortization period for 2015 was 27 years.

The reclassification adjustment, net of income taxes, for the UK Plan from accumulated other comprehensive loss into net periodic pension cost for the years ended December 31, 2015, 2014 and 2013 was approximately $2.0 million, $1.6 million and $2.0 million, respectively, which was classified as a component of "Cost of sales" and "Selling, general and administrative expenses" in the Consolidated Statements of Operations. The estimated unrecognized loss for the UK Plan that will be amortized from accumulated other comprehensive loss into net periodic pension cost over the next year is approximately $1.8 million, net of income taxes.

UK Plan Assets

The weighted average asset allocations and weighted average target allocations at December 31, 2015 and 2014 were as follows:

Asset Category	Target Asset Allocation	December 31, 2015	December 31, 2014
Equity securities	45.0%	43.3%	43.2%
Debt securities	55.0%	56.3%	56.6%
Cash	—%	0.4%	0.2%
Total	100.0%	100.0%	100.0%

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 14 - RETIREMENT PLANS - (Continued)

Plan assets of our UK Plan are invested in marketable equity and equity like securities through various funds. These funds invest in a diverse range of investments, trading in the United Kingdom, the United States and other international locations, such as Asia Pacific and other European locations. Debt securities are invested in funds that invest in UK corporate bonds and UK government bonds.

The following tables set forth by level, within the fair value hierarchy discussed in Note 10 - Fair Value Measurements, the fair value of assets of the UK Plan as of December 31, 2015 and 2014 (in thousands):

	Assets at Fair Value as of December 31, 2015			
Asset Category	Level 1	Level 2	Level 3	Total
Equity and equity like investments	$ —	$ 114,213	$ —	$ 114,213
Corporate bonds	—	114,434	—	114,434
Government bonds	—	34,011	—	34,011
Cash	897	—	—	897
Total	$ 897	$ 262,658	$ —	$ 263,555

	Assets at Fair Value as of December 31, 2014			
Asset Category	Level 1	Level 2	Level 3	Total
Equity and equity like investments	$ —	$ 121,739	$ —	$ 121,739
Corporate bonds	—	124,380	—	124,380
Government bonds	—	35,319	—	35,319
Cash	657	—	—	657
Total	$ 657	$ 281,438	$ —	$ 282,095

In regards to the plan assets of our UK Plan, investment amounts have been allocated within the fair value hierarchy across all three levels. The characteristics of the assets that sit within each level are summarized as follows:

Level 1-This asset represents cash.

Level 2-These assets are a combination of the following:

(a) Assets that are not exchange traded but have a unit price that is based on the net asset value of the fund. The unit prices are not quoted but the underlying assets held by the fund are either:

(i) held in a variety of listed investments

(ii) held in UK treasury bonds or corporate bonds with the asset value being based on fixed income streams. Some of the underlying bonds are also listed on regulated markets.

It is the value of the underlying assets that have been used to calculate the unit price of the fund.

(b) Assets that are not exchange traded but have a unit price that is based on the net asset value of the fund. The unit prices are quoted. The underlying assets within these funds comprise cash or assets that are listed on a regulated market (i.e., the values are based on observable market data) and it is these values that are used to calculate the unit price of the fund.

Level 3-Assets that are not exchange traded but have a unit price that is based on the net asset value of the fund. The unit prices are not quoted and are not available on any market.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 14 - RETIREMENT PLANS - (Continued)

The table below sets forth a summary of changes in the fair value of the UK Plan's Level 3 assets for the years ended December 31, 2015 and 2014 (in thousands):

Equity and Equity Like Investments	2015	2014
Start of year balance	$ —	$ 5,196
Actual return on plan assets, relating to assets still held at reporting date	—	—
Purchases, sales and settlements, net	—	(4,889)
Change due to exchange rate changes	—	(307)
End of year balance	$ —	$ —

The investment policies and strategies for the plan assets are established by the plan trustees (who are independent of the Company) to achieve a reasonable balance between risk, likely return and administration expense, as well as to maintain funds at a level to meet minimum funding requirements. In order to ensure that an appropriate investment strategy is in place, an analysis of the UK Plan's assets and liabilities is completed periodically.

Cash Flows:

Contributions

Our United Kingdom subsidiary expects to contribute approximately $5.4 million to its UK Plan in 2016.

Estimated Future Benefit Payments

The following estimated benefit payments are expected to be paid in the following years (in thousands):

	Pension Benefits
2016	$ 9,509
2017	$ 9,869
2018	$ 10,974
2019	$ 11,717
2020	$ 11,842
Succeeding five years	$ 65,494

The following table shows certain information for the UK Plan where the accumulated benefit obligation is in excess of plan assets as of December 31, 2015 and 2014 (in thousands):

	2015	2014
Projected benefit obligation	$ 295,825	$ 332,806
Accumulated benefit obligation	$ 295,825	$ 332,806
Fair value of plan assets	$ 263,555	$ 282,095

We also sponsor two U.S. defined benefit plans in which participation by new individuals is frozen. The benefit obligation associated with these plans as of December 31, 2015 and 2014 was approximately $7.0 million and $6.7 million, respectively. The estimated fair value of the plan assets as of December 31, 2015 and 2014 was approximately $4.9 million and $5.1 million, respectively. The plan assets are considered Level 1 assets within the fair value hierarchy and are predominantly invested in cash, equities, and equity and bond funds. The pension liability balances as of December 31, 2015 and 2014 are classified as "Other long-term obligations" in the accompanying Consolidated Balance Sheets. The measurement date for these two plans is December 31 of each year. The major assumptions used in the actuarial valuations to determine benefit obligations as of December 31, 2015 and 2014 included discount rates of 4.00% and 3.80% for 2015 and 4.50% and 4.30% for 2014 . Also, included was an expected rate of return of 7.00% for both 2015 and 2014. The reclassification adjustment, net of income taxes, from accumulated other comprehensive loss into net periodic pension cost for the years ended December 31, 2015, 2014 and 2013 was approximately $0.2 million, $0.2 million and $0.3 million, respectively, which was classified as a component of "Selling, general and administrative expenses" in the Consolidated Statements of Operations. The estimated loss for these plans that will be amortized

NOTE 14 - RETIREMENT PLANS - (Continued)

from accumulated other comprehensive loss into net periodic pension cost over the next year is approximately $0.2 million, net of income taxes. The future estimated benefit payments expected to be paid from the plans for the next ten years is approximately $0.4 million per year.

Multiemployer Plans

We participate in over 200 multiemployer pension plans ("MEPPs") that provide retirement benefits to certain union employees in accordance with various collective bargaining agreements ("CBAs"). As one of many participating employers in these MEPPs, we are responsible with the other participating employers for any plan underfunding. Our contributions to a particular MEPP are established by the applicable CBAs; however, our required contributions may increase based on the funded status of an MEPP and legal requirements of the Pension Protection Act of 2006 (the "PPA"), which requires substantially underfunded MEPPs to implement a funding improvement plan ("FIP") or a rehabilitation plan ("RP") to improve their funded status. Factors that could impact the funded status of an MEPP include, without limitation, investment performance, changes in the participant demographics, decline in the number of contributing employers, changes in actuarial assumptions and the utilization of extended amortization provisions.

An FIP or RP requires a particular MEPP to adopt measures to correct its underfunding status. These measures may include, but are not limited to: (a) an increase in our contribution rate as a signatory to the applicable CBA, (b) a reallocation of the contributions already being made by participating employers for various benefits to individuals participating in the MEPP and/or (c) a reduction in the benefits to be paid to future and/or current retirees. In addition, the PPA requires that a 5% surcharge be levied on employer contributions for the first year commencing shortly after the date the employer receives notice that the MEPP is in critical status and a 10% surcharge on each succeeding year until a CBA is in place with terms and conditions consistent with the RP.

We could also be obligated to make payments to MEPPs if we either cease to have an obligation to contribute to the MEPP or significantly reduce our contributions to the MEPP because we reduce our number of employees who are covered by the relevant MEPP for various reasons, including, but not limited to, layoffs or closure of a subsidiary assuming the MEPP has unfunded vested benefits. The amount of such payments (known as a complete or partial withdrawal liability) would equal our proportionate share of the MEPPs' unfunded vested benefits. We believe that certain of the MEPPs in which we participate may have unfunded vested benefits. Due to uncertainty regarding future factors that could trigger withdrawal liability, as well as the absence of specific information regarding the MEPP's current financial situation, we are unable to determine (a) the amount and timing of any future withdrawal liability, if any, and (b) whether our participation in these MEPPs could have a material adverse impact on our financial position, results of operations or liquidity. We did not record any withdrawal liability for the years ended December 31, 2015 and 2014. We recorded a withdrawal liability of approximately $0.1 million for the year ended December 31, 2013.

The following table lists all domestic MEPPs to which our contributions exceeded $2.0 million in 2015. Additionally, this table also lists all domestic MEPPs to which we contributed in 2015 in excess of $0.5 million for MEPPs in the critical status, "red zone" and $1.0 million in the endangered status, "orange or yellow zones", as defined by the PPA (in thousands):

Pension Fund	EIN/Pension Plan Number	PPA Zone Status (1)		FIP/RP Status	Contributions			Contributions greater than 5% of total plan contributions (2)	Expiration date of CBA
		2015	2014		2015	2014	2013		
Plumbers & Pipefitters National Pension Fund	52-6152779 001	Yellow	Yellow	Implemented	$ 12,021	$ 10,425	$ 12,509	No	January 2016 to August 2019
Sheet Metal Workers National Pension Fund	52-6112463 001	Yellow	Yellow	Implemented	10,891	9,977	9,476	No	April 2016 to June 2020
National Electrical Benefit Fund	53-0181657 001	Green	Green	N/A	8,513	7,985	7,986	No	February 2016 to September 2020
Pension, Hospitalization & Benefit Plan of the Electrical Industry-Pension Trust Account	13-6123601 001	Green	Green	N/A	7,543	6,219	6,189	No	May 2016 to January 2018

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 14 - RETIREMENT PLANS - (Continued)

Pension Fund	EIN/Pension Plan Number	PPA Zone Status (1)		FIP/RP Status	Contributions			Contributions greater than 5% of total plan contributions (2)	Expiration date of CBA
		2015	2014		2015	2014	2013		
National Automatic Sprinkler Industry Pension Fund	52-6054620 001	Red	Red	Implemented	6,697	6,000	4,226	No	March 2016 to June 2017
Central Pension Fund of the International Union of Operating Engineers and Participating Employers	36-6052390 001	Green	Green	N/A	6,465	6,518	6,296	No	January 2016 to November 2019
Electrical Contractors Association of the City of Chicago Local Union 134, IBEW Joint Pension Trust of Chicago Pension Plan 2	51-6030753 002	Green	Green	N/A	5,759	4,051	2,412	No	May 2016 to June 2016
Plumbers Pipefitters & Mechanical Equipment Service Local Union 392 Pension Plan	31-0655223 001	Red	Red	Implemented	5,554	4,962	4,128	Yes	June 2019
Sheet Metal Workers Pension Plan of Northern California	51-6115939 001	Red	Red	Implemented	4,851	3,467	3,658	No	June 2016 to June 2018
U.A. Local 393 Pension Trust Fund Defined Benefit	94-6359772 002	Green	Green	N/A	4,597	3,585	2,811	Yes	June 2016 to June 2018
Pipefitters Union Local 537 Pension Fund	51-6030859 001	Green	Green	N/A	3,939	2,981	3,690	Yes	January 2016 to August 2017
Northern California Pipe Trades Pension Plan	94-3190386 001	Green	Green	N/A	3,544	3,270	2,258	Yes	June 2016 to June 2018
Eighth District Electrical Pension Fund	84-6100393 001	Green	Green	N/A	3,411	2,695	3,005	Yes	February 2016 to May 2018
Southern California IBEW-NECA Pension Trust Fund	95-6392774 001	Orange	Yellow	Implemented	2,894	2,776	3,215	No	May 2016 to November 2019
Southern California Pipe Trades Retirement Fund	51-6108443 001	Green	Green	N/A	2,743	2,863	5,498	No	June 2016 to August 2019
Electrical Workers Local No. 26 Pension Trust Fund	52-6117919 001	Green	Green	N/A	2,620	2,880	2,878	Yes	June 2016 to July 2018
U.A. Plumbers Local 24 Pension Fund	22-6042823 001	Green	Green	N/A	2,431	1,998	1,330	Yes	April 2016
Sheet Metal Workers Pension Plan of Southern California, Arizona & Nevada	95-6052257 001	Red	Red	Implemented	2,310	1,824	1,271	No	June 2016 to June 2020
San Diego Electrical Pension Plan	95-6101801 001	Red	Green	Pending	2,109	1,878	2,162	Yes	September 2016 to May 2020
U.A. Local 38 Defined Benefit Pension Plan	94-1285319 001	Yellow	Yellow	Implemented	1,526	1,605	1,522	No	June 2016 to June 2017
Boilermaker-Blacksmith National Pension Trust	48-6168020 001	Yellow	Yellow	Implemented	1,367	1,177	1,828	No	April 2017 to September 2018
Plumbing & Pipe Fitting Local 219 Pension Fund	34-6682376 001	Red	Red	Implemented	1,262	1,107	1,142	Yes	May 2017
Building Trades United Pension Trust Fund Milwaukee and Vicinity	51-6049409 001	Yellow	Yellow	Implemented	1,111	1,033	918	No	May 2016

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 14 - RETIREMENT PLANS - (Continued)

Pension Fund	EIN/Pension Plan Number	PPA Zone Status (1) 2015	PPA Zone Status (1) 2014	FIP/RP Status	Contributions 2015	Contributions 2014	Contributions 2013	Contributions greater than 5% of total plan contributions (2)	Expiration date of CBA
Steamfitters Local Union No. 420 Pension Plan	23-2004424 001	Red	Red	Implemented	845	862	831	No	April 2017 to May 2017
U.A. Local 467 Defined Benefit Plan	94-2353807 005	Red	Red	Implemented	844	787	538	No	June 2016 to June 2018
Plumbers & Pipefitters Local 162 Pension Fund	31-6125999 001	Red	Red	Implemented (3)	814	818	770	Yes	May 2019
Other Multiemployer Pension Plans					40,395	44,248	48,724		Various
Total Contributions					$ 147,056	$ 137,991	$ 141,271		

(1) The zone status represents the most recent available information for the respective MEPP, which may be 2014 or earlier for the 2015 year and 2013 or earlier for the 2014 year.

(2) This information was obtained from the respective plans' Form 5500 ("Forms") for the most current available filing. These dates may not correspond with our fiscal year contributions. The above noted percentages of contributions are based upon disclosures contained in the plans' Forms. Those Forms, among other things, disclose the names of individual participating employers whose annual contributions account for more than 5% of the aggregate annual amount contributed by all participating employers for a plan year. Accordingly, if the annual contribution of two or more of our subsidiaries each accounted for less than 5% of such contributions, but in the aggregate accounted for in excess of 5% of such contributions, that greater percentage is not available and accordingly is not disclosed.

(3) For these respective plans, a funding surcharge was currently in effect for 2015.

The nature and diversity of our business may result in volatility in the amount of our contributions to a particular MEPP for any given period. That is because, in any given market, we could be working on a significant project and/or projects, which could result in an increase in our direct labor force and a corresponding increase in our contributions to the MEPP(s) dictated by the applicable CBA. When that particular project(s) finishes and is not replaced, the number of participants in the MEPP(s) who are employed by us would also decrease, as would our level of contributions to the particular MEPP(s). Additionally, the amount of contributions to a particular MEPP could also be affected by the terms of the CBA, which could require at a particular time, an increase in the contribution rate and/or surcharges. Our contributions to various MEPPs did not increase as a result of acquisitions made since 2013.

We also participate in two MEPPs that are located within the United Kingdom for which we have contributed $0.2 million, $0.2 million and $0.3 million for the years ended December 31, 2015, 2014 and 2013, respectively. The information that we have obtained relating to these plans is not as readily available and/or as comparable as the information that has been ascertained in the United States. Based upon the most recently available information, one of the plans is 100% funded, and the other plan is between 65% and less than 80% funded. A recovery plan has been put in place for the plan that is less than 80% funded, which requires higher contribution amounts to be paid by our UK operations.

Additionally, we contribute to certain multiemployer plans that provide post retirement benefits such as health and welfare benefits and/or defined contribution/annuity plans, among others. Our contributions to these plans approximated $108.1 million, $98.3 million and $93.5 million for the years ended December 31, 2015, 2014 and 2013, respectively. Our contributions to other post retirement benefit plans did not increase as a result of acquisitions made since 2013. The amount of contributions to these plans is also subject for the most part to the factors discussed above in conjunction with the MEPPs.

Defined Contribution Plans

We have defined contribution retirement and savings plans that cover eligible employees in the United States. Contributions to these plans are based on a percentage of the employee's base compensation. The expenses recognized for the years ended December 31, 2015, 2014 and 2013 for these plans were $26.5 million, $25.3 million and $22.6 million, respectively. At our discretion, we may make additional supplemental matching contributions to a defined contribution retirement and savings plan. The expenses recognized related to additional supplemental matching for the years ended December 31, 2015, 2014 and 2013 were $4.8 million, $4.3 million and $4.0 million, respectively.

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 14 - RETIREMENT PLANS - (Continued)

Our United Kingdom subsidiary has defined contribution retirement plans. The expense recognized for the years ended December 31, 2015, 2014 and 2013 was $4.0 million, $4.5 million and $4.0 million, respectively.

NOTE 15 - COMMITMENTS AND CONTINGENCIES

Commitments

We lease land, buildings and equipment under various leases. The leases frequently include renewal options and escalation clauses and require us to pay for utilities, taxes, insurance and maintenance expenses.

Future minimum payments, by year and in the aggregate, under capital leases, non-cancelable operating leases and related subleases with initial or remaining terms of one or more years at December 31, 2015, were as follows (in thousands):

	Capital Leases	Operating Leases	Sublease Income
2016	$ 1,459	$ 58,918	$ 558
2017	837	47,670	257
2018	650	36,637	126
2019	1,093	28,199	63
2020	77	21,854	—
Thereafter	—	46,283	—
Total minimum lease payments	4,116	$ 239,561	$ 1,004
Amounts representing interest	(247)		
Present value of net minimum lease payments	$ 3,869		

Rent expense for operating leases and other rental items, including short-term equipment rentals charged to cost of sales for our construction contracts, for the years ended December 31, 2015, 2014 and 2013 was $122.0 million, $118.4 million and $118.6 million, respectively. Rent expense for the years ended December 31, 2015, 2014 and 2013 was reported net of sublease rental income of $1.2 million, $1.3 million and $1.2 million, respectively.

Contractual Guarantees

We have agreements with our executive officers and certain other key management personnel providing for severance benefits for such employees upon termination of their employment under certain circumstances.

From time to time in the ordinary course of business, we guarantee obligations of our subsidiaries under certain contracts. Generally, we are liable under such an arrangement only if our subsidiary fails to perform its obligations under the contract. Historically, we have not incurred any substantial liabilities as a consequence of these guarantees.

The terms of our construction contracts frequently require that we obtain from surety companies ("Surety Companies") and provide to our customers payment and performance bonds ("Surety Bonds") as a condition to the award of such contracts. The Surety Bonds secure our payment and performance obligations under such contracts, and we have agreed to indemnify the Surety Companies for amounts, if any, paid by them in respect of Surety Bonds issued on our behalf. In addition, at the request of labor unions representing certain of our employees, Surety Bonds are sometimes provided to secure obligations for wages and benefits payable to or for such employees. Public sector contracts require Surety Bonds more frequently than private sector contracts, and accordingly, our bonding requirements typically increase as the amount of public sector work increases. As of December 31, 2015, based on our percentage-of-completion of our projects covered by Surety Bonds, our aggregate estimated exposure, had there been defaults on all our then existing contractual obligations, was approximately $1.2 billion. The Surety Bonds are issued by Surety Companies in return for premiums, which vary depending on the size and type of bond.

We are subject to regulation with respect to the handling of certain materials used in construction, which are classified as hazardous or toxic by federal, state and local agencies. Our practice is to avoid participation in projects principally involving the remediation or removal of such materials. However, when remediation is required as part of our contract performance, we believe

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 15 - COMMITMENTS AND CONTINGENCIES - (Continued)

we comply with all applicable regulations governing the discharge of material into the environment or otherwise relating to the protection of the environment.

At December 31, 2015, we employed approximately 29,000 people, approximately 56% of whom are represented by various unions pursuant to more than 375 collective bargaining agreements between our individual subsidiaries and local unions. We believe that our employee relations are generally good. Only two of these collective bargaining agreements are national or regional in scope.

Restructuring expenses were $0.8 million, $1.2 million and $0.6 million for 2015, 2014 and 2013, respectively. The 2015 restructuring expenses included $0.9 million of employee severance obligations and a reversal of $0.1 million relating to the termination of leased facilities. The 2014 restructuring expenses included $0.6 million of employee severance obligations and $0.6 million relating to the termination of leased facilities. The 2013 restructuring expenses included $0.5 million of employee severance obligations and $0.1 million relating to the termination of leased facilities. As of December 31, 2015, 2014 and 2013, the balance of our restructuring related obligations yet to be paid was $0.1 million, $0.3 million and $0.2 million, respectively. The majority of obligations outstanding as of December 31, 2014 and 2013 were paid during 2015 and 2014, respectively. The obligations outstanding as of December 31, 2015 will be paid during the first half of 2016.

The changes in restructuring activity by reportable segments during the years ended December 31, 2015 and December 31, 2014 were as follows (in thousands):

	United States electrical construction and facilities services segment	United States mechanical construction and facilities services segment	United States building services segment	Corporate Administration	Total
Balance at December 31, 2013	$ 30	$ 164	$ —	$ —	$ 194
Charges	638	230	—	300	1,168
Payments	(413)	(368)	—	(300)	(1,081)
Balance at December 31, 2014	255	26	—	—	281
Charges	(106)	6	924	—	824
Payments	(149)	(32)	(843)	—	(1,024)
Balance at December 31, 2015	$ —	$ —	$ 81	$ —	$ 81

A summary of restructuring expenses by reportable segments recognized for the year ended December 31, 2015 was as follows (in thousands):

	United States electrical construction and facilities services segment	United States mechanical construction and facilities services segment	United States building services segment	Corporate Administration	Total
Severance	$ —	$ 6	$ 924	$ —	$ 930
Leased facilities	(106)	—	—	—	(106)
Total charges	$ (106)	$ 6	$ 924	$ —	$ 824

Government Contracts

As a government contractor, we are subject to U.S. government audits and investigations relating to our operations, fines, penalties and compensatory and treble damages, and possible suspension or debarment from doing business with the government. Based on currently available information, we believe the outcome of ongoing government disputes and investigations will not have a material impact on our financial position, results of operations or liquidity.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 15 - COMMITMENTS AND CONTINGENCIES - (Continued)

Legal Matters

One of our subsidiaries was a subcontractor to a mechanical contractor ("Mechanical Contractor") on a construction project where an explosion occurred. An investigation of the matter could not determine who was responsible for the explosion. As a result of the explosion, lawsuits have been commenced against various parties, but, to date, no lawsuits have been commenced against our subsidiary with respect to personal injury or damage to property as a consequence of the explosion. However, the Mechanical Contractor has asserted claims, in the context of an arbitration proceeding against our subsidiary, alleging that our subsidiary is responsible for a portion of the damages for which the Mechanical Contractor may be liable as a result of: (a) personal injury suffered by individuals as a result of the explosion and (b) the Mechanical Contractor's legal fees and associated management costs in defending against any and all such claims. In the most recent filing with the Arbitrator, the Mechanical Contractor has stated claims against our subsidiary for alleged violations of the Connecticut and Massachusetts Unfair and Deceptive Trade Practices Acts in the ongoing arbitration proceeding. Further, the general contractor (as assignee of the Mechanical Contractor) on the construction project, and for whom the Mechanical Contractor worked, has alleged that our subsidiary is responsible for losses asserted by the owner of the project and/or the general contractor because of delays in completion of the project and for damages to the owner's property. We believe, and have been advised by counsel, that we have a number of meritorious defenses to all such matters. We believe that the ultimate outcome of such matters will not have a material adverse effect on our consolidated financial position, results of operations or liquidity. Notwithstanding our assessment of the final impact of this matter, we are not able to estimate with any certainty the amount of loss, if any, which would be associated with an adverse resolution.

One of our subsidiaries, USM, Inc. ("USM"), doing business in California provides, among other things, janitorial services to its customers by having those services performed by independent janitorial companies. USM and one of its customers, which owns retail stores (the "Customer"), were co-defendants in a federal class action lawsuit brought by six employees of USM's California janitorial subcontractors. The action was commenced on September 5, 2013 in a Superior Court of California and was removed by USM on November 22, 2013 to the United States District Court for the Northern District of California. The employees alleged in their complaint, among other things, that USM and the Customer, during a period that began before our acquisition of USM, violated a California statute that prohibits USM from entering into a contract with a janitorial subcontractor when it knew or should have known that the contract did not include funds sufficient to allow the janitorial subcontractor to comply with all local, state and federal laws or regulations governing the labor or services to be provided. The employees asserted that the amounts USM paid to its janitorial subcontractors were insufficient to allow those janitorial subcontractors to meet their obligations regarding, among other things, wages due for all hours their employees worked, minimum wages, overtime pay and meal and rest breaks. These employees sought to represent not only themselves, but also all other individuals who provided janitorial services at the Customer's stores in California during the relevant four-year time period. We do not believe USM or the Customer violated the California statute or that the employees could have brought the action as a class action on behalf of other employees of janitorial companies with whom USM subcontracted for the provision of janitorial services to the Customer. The plaintiffs sought a declaratory judgment that USM had violated the California statute, monetary damages, including all unpaid wages and interest thereon, restitution for unpaid wages, and an award of attorneys' fees and costs.

USM and its Customer have settled claims asserted in the class action pursuant to the terms of a consent decree approved by the federal judge in the United States District Court for the Northern District of California on February 16, 2016, which followed a determination by the Court of the consent decree's fairness, adequacy and reasonableness. Under the terms of the consent decree, USM will (a) pay an aggregate of $1.0 million (i) for monetary relief to the members of the class, (ii) for awards to the class representative plaintiffs, (iii) for California Labor Code Private Attorney General Act payments to the State of California for an immaterial amount, and (iv) for all costs of notice and administration of the claims process, (b) pay to counsel for the class an aggregate of $1.3 million, of which $0.2 million has been allocated for their reimbursable costs and litigation expenses and $1.1 million has been allocated for attorneys' fees, and (c) monitor USM's California subcontractors providing janitorial services to its Customer in accordance with agreed upon procedures designed principally to ensure janitorial employees of those subcontractors are paid no less than minimum wage. The settlement amount was accrued for as of December 31, 2014. During 2015, a payment of $1.0 million was made to a third party claims administrator who was holding the funds pending approval by the Court of the consent decree, and the balance of $1.3 million was paid in February 2016 after final approval by the Court.

We are involved in several other proceedings in which damages and claims have been asserted against us. Other potential claims may exist that have not yet been asserted against us. We believe that we have a number of valid defenses to such proceedings and claims and intend to vigorously defend ourselves. We do not believe that any such matters will have a material adverse effect on our financial position, results of operations or liquidity. Litigation is subject to many uncertainties and the outcome of litigation is not predictable with assurance. It is possible that some litigation matters for which reserves have not been established could be

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 15 - COMMITMENTS AND CONTINGENCIES - (Continued)

decided unfavorably to us, and that any such unfavorable decisions could have a material adverse effect on our financial position, results of operations or liquidity.

NOTE 16 - ADDITIONAL CASH FLOW INFORMATION

The following presents information about cash paid for interest, income taxes and other non-cash financing activities for the years ended December 31, 2015, 2014 and 2013 (in thousands):

	2015	2014	2013
Cash paid during the year for:			
Interest	$ 7,668	$ 7,421	$ 10,568
Income taxes	$ 99,754	$ 88,277	$ 104,324
Non-cash financing activities:			
Assets acquired under capital lease obligations	$ 3,847	$ 93	$ 414

NOTE 17 - SEGMENT INFORMATION

We have the following reportable segments: (a) United States electrical construction and facilities services (involving systems for electrical power transmission and distribution; premises electrical and lighting systems; low-voltage systems, such as fire alarm, security and process control; voice and data communication; roadway and transit lighting; and fiber optic lines); (b) United States mechanical construction and facilities services (involving systems for heating, ventilation, air conditioning, refrigeration and clean-room process ventilation; fire protection; plumbing, process and high-purity piping; controls and filtration; water and wastewater treatment and central plant heating and cooling; cranes and rigging; millwrighting; and steel fabrication, erection and welding); (c) United States building services; (d) United States industrial services; and (e) United Kingdom building services. The "United States building services" and "United Kingdom building services" segments principally consist of those operations which provide a portfolio of services needed to support the operation and maintenance of customers' facilities, including commercial and government site-based operations and maintenance; facility maintenance and services, including reception, security and catering services; outage services to utilities and industrial plants; military base operations support services; mobile maintenance and services; floor care and janitorial services; landscaping, lot sweeping and snow removal; facilities management; vendor management; call center services; installation and support for building systems; program development, management and maintenance for energy systems; technical consulting and diagnostic services; infrastructure and building projects for federal, state and local governmental agencies and bodies; and small modification and retrofit projects, which services are not generally related to customers' construction programs. The segment "United States industrial services" principally consists of those operations which provide industrial maintenance and services, including those for refineries and petrochemical plants, including on-site repairs, maintenance and service of heat exchangers, towers, vessels and piping; design, manufacturing, repair and hydro blast cleaning of shell and tube heat exchangers and related equipment; refinery turnaround planning and engineering services; specialty welding services; overhaul and maintenance of critical process units in refineries and petrochemical plants; and specialty technical services for refineries and petrochemical plants.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 17 - SEGMENT INFORMATION - (Continued)

The following tables present information about industry segments and geographic areas for the years ended December 31, 2015, 2014 and 2013 (in thousands):

	2015	2014	2013
Revenues from unrelated entities:			
United States electrical construction and facilities services	$ 1,367,142	$ 1,311,988	$ 1,345,750
United States mechanical construction and facilities services	2,312,763	2,201,212	2,329,834
United States building services	1,739,259	1,721,341	1,794,978
United States industrial services	922,085	839,980	519,413
Total United States operations	6,341,249	6,074,521	5,989,975
United Kingdom building services	377,477	350,444	343,552
Total worldwide operations	$ 6,718,726	$ 6,424,965	$ 6,333,527
Total revenues:			
United States electrical construction and facilities services	$ 1,378,620	$ 1,326,547	$ 1,371,979
United States mechanical construction and facilities services	2,326,683	2,219,886	2,387,072
United States building services	1,794,086	1,762,697	1,839,129
United States industrial services	923,648	842,040	522,417
Less intersegment revenues	(81,788)	(76,649)	(130,622)
Total United States operations	6,341,249	6,074,521	5,989,975
United Kingdom building services	377,477	350,444	343,552
Total worldwide operations	$ 6,718,726	$ 6,424,965	$ 6,333,527
Operating income (loss):			
United States electrical construction and facilities services	$ 82,225	$ 90,873	$ 98,114
United States mechanical construction and facilities services	138,688	114,418	93,765
United States building services	70,532	65,885	67,225
United States industrial services	56,469	63,159	38,763
Total United States operations	347,914	334,335	297,867
United Kingdom building services	11,634	15,011	13,021
Corporate administration	(71,642)	(68,578)	(69,891)
Restructuring expenses	(824)	(1,168)	(647)
Impairment loss on identifiable intangible assets	—	(1,471)	—
Gain on sale of building	—	11,749	—
Total worldwide operations	287,082	289,878	240,350
Other corporate items:			
Interest expense	(8,932)	(9,075)	(8,769)
Interest income	673	842	1,128
Income from continuing operations before income taxes	$ 278,823	$ 281,645	$ 232,709

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 17 - SEGMENT INFORMATION - (Continued)

	2015	2014	2013
Capital expenditures:			
United States electrical construction and facilities services	$ 6,063	$ 6,671	$ 6,164
United States mechanical construction and facilities services	5,345	8,631	8,866
United States building services	7,233	10,589	7,579
United States industrial services	11,073	9,139	10,281
Total United States operations	29,714	35,030	32,890
United Kingdom building services	5,298	1,935	1,536
Corporate administration	448	1,070	1,071
Total worldwide operations	$ 35,460	$ 38,035	$ 35,497
Depreciation and amortization of Property, plant and equipment:			
United States electrical construction and facilities services	$ 4,676	$ 4,237	$ 3,640
United States mechanical construction and facilities services	7,624	7,600	7,280
United States building services	9,834	10,660	11,288
United States industrial services	9,629	9,839	8,781
Total United States operations	31,763	32,336	30,989
United Kingdom building services	3,603	3,305	4,477
Corporate administration	928	883	844
Total worldwide operations	$ 36,294	$ 36,524	$ 36,310
Costs and estimated earnings in excess of billings on uncompleted contracts:			
United States electrical construction and facilities services	$ 39,116	$ 32,464	$ 28,988
United States mechanical construction and facilities services	46,220	43,443	38,804
United States building services	20,959	18,555	14,957
United States industrial services	3,358	281	5
Total United States operations	109,653	94,743	82,754
United Kingdom building services	8,081	8,458	7,973
Total worldwide operations	$ 117,734	$ 103,201	$ 90,727
Billings in excess of costs and estimated earnings on uncompleted contracts:			
United States electrical construction and facilities services	$ 139,857	$ 114,422	$ 118,458
United States mechanical construction and facilities services	238,463	199,983	205,974
United States building services	44,476	38,059	30,827
United States industrial services	1,170	1,516	805
Total United States operations	423,966	353,980	356,064
United Kingdom building services	5,269	14,575	25,231
Total worldwide operations	$ 429,235	$ 368,555	$ 381,295

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 17 - SEGMENT INFORMATION - (Continued)

	2015	2014	2013
Long-lived assets:			
United States electrical construction and facilities services	$ 20,139	$ 18,792	$ 16,512
United States mechanical construction and facilities services	296,633	288,161	293,790
United States building services	378,367	392,364	406,498
United States industrial services	730,413	750,101	772,209
Total United States operations	1,425,552	1,449,418	1,489,009
United Kingdom building services	10,927	6,899	8,831
Corporate administration	1,543	2,023	1,896
Total worldwide operations	$ 1,438,022	$ 1,458,340	$ 1,499,736
Total assets:			
United States electrical construction and facilities services	$ 372,525	$ 332,150	$ 329,742
United States mechanical construction and facilities services	894,366	793,056	795,256
United States building services	721,653	737,082	756,785
United States industrial services	883,338	954,018	940,916
Total United States operations	2,871,882	2,816,306	2,822,699
United Kingdom building services	133,782	130,340	160,828
Corporate administration	540,806	442,321	482,388
Total worldwide operations	$ 3,546,470	$ 3,388,967	$ 3,465,915

The results of our United States mechanical construction and facilities services segment included revenues of $12.1 million recognized during the fourth quarter of 2015 as a result of the settlement of a claim on an institutional project located in the southeastern United States. Our United Kingdom building services segment recognized income of $4.8 million during the second quarter of 2014, which has been recorded as a reduction of "Cost of sales" in the Consolidated Statements of Operations for the year ended December 31, 2014, as a result of a reduction in the estimate of certain accrued contract costs that were no longer expected to be incurred within its building services operations. Our corporate administration operating loss for the year ended December 31, 2013 was reduced by the receipt of an insurance recovery of approximately $2.6 million that was received in January 2013 associated with a previously disposed of operation, which has been classified as a component of "Cost of sales" in the Consolidated Statements of Operations.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 18 - SELECTED UNAUDITED QUARTERLY INFORMATION

(In thousands, except per share data)

Quarterly and year-to-date computations of per share amounts are made independently; therefore, the sum of per share amounts for the quarters may not equal per share amounts for the year. The results of the construction operations of our United Kingdom segment for all periods are presented as discontinued operations.

2015 Quarterly Results	March 31	June 30	Sept. 30	Dec. 31
Revenues	$ 1,589,187	$ 1,652,585	$ 1,699,128	$ 1,777,826
Gross profit	$ 216,929	$ 239,527	$ 235,402	$ 252,621
Impairment loss on identifiable intangible assets	$ —	$ —	$ —	$ —
Gain on sale of building	$ —	$ —	$ —	$ —
Net income attributable to EMCOR Group, Inc.	$ 32,849	$ 46,849	$ 41,522	$ 51,066
Basic EPS from continuing operations	$ 0.53	$ 0.75	$ 0.66	$ 0.81
Basic EPS from discontinued operation	(0.01)	(0.00)	(0.00)	0.01
	$ 0.52	$ 0.75	$ 0.66	$ 0.82
Diluted EPS from continuing operations	$ 0.52	$ 0.74	$ 0.66	$ 0.80
Diluted EPS from discontinued operation	(0.00)	(0.00)	(0.00)	0.01
	$ 0.52	$ 0.74	$ 0.66	$ 0.81

2014 Quarterly Results	March 31	June 30	Sept. 30	Dec. 31
Revenues	$ 1,590,539	$ 1,552,919	$ 1,566,711	$ 1,714,796
Gross profit	$ 216,203	$ 220,241	$ 222,229	$ 248,573
Impairment loss on identifiable intangible assets	$ —	$ —	$ —	$ 1,471
Gain on sale of building	$ —	$ —	$ 11,749	$ —
Net income attributable to EMCOR Group, Inc.	$ 41,261	$ 39,913	$ 45,024	$ 42,466
Basic EPS from continuing operations	$ 0.64	$ 0.61	$ 0.68	$ 0.67
Basic EPS from discontinued operation	(0.03)	(0.02)	(0.01)	(0.01)
	$ 0.61	$ 0.59	$ 0.67	$ 0.66
Diluted EPS from continuing operations	$ 0.64	$ 0.61	$ 0.68	$ 0.66
Diluted EPS from discontinued operation	(0.03)	(0.02)	(0.01)	(0.01)
	$ 0.61	$ 0.59	$ 0.67	$ 0.65

Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders of EMCOR Group, Inc. and subsidiaries:

We have audited the accompanying consolidated balance sheets of EMCOR Group, Inc. and subsidiaries as of December 31, 2015 and 2014, and the related consolidated statements of operations, comprehensive income, equity and cash flows for each of the three years in the period ended December 31, 2015. Our audits also included the financial statement schedule listed in the Index at Item 15(a). These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of EMCOR Group, Inc. and subsidiaries at December 31, 2015 and 2014, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 2015, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), EMCOR Group, Inc. and subsidiaries' internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework) and our report dated February 25, 2016 expressed an unqualified opinion thereon.

Stamford, Connecticut
February 25, 2016

/s/ Ernst & Young LLP

Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders of EMCOR Group, Inc. and subsidiaries:

We have audited EMCOR Group, Inc. and subsidiaries' internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework) (the COSO criteria). EMCOR Group, Inc. and subsidiaries' management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, EMCOR Group, Inc. and subsidiaries maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of EMCOR Group, Inc. and subsidiaries as of December 31, 2015 and 2014, and the related consolidated statements of operations, comprehensive income, equity and cash flows for each of the three years in the period ended December 31, 2015 and our report dated February 25, 2016 expressed an unqualified opinion thereon.

Stamford, Connecticut
February 25, 2016

/s/ Ernst & Young LLP

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Not applicable.

ITEM 9A. CONTROLS AND PROCEDURES

Based on an evaluation of our disclosure controls and procedures (as required by Rules 13a-15(b) of the Securities Exchange Act of 1934), our President and Chief Executive Officer, Anthony J. Guzzi, and our Executive Vice President and Chief Financial Officer, Mark A. Pompa, have concluded that our disclosure controls and procedures (as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934) are effective as of the end of the period covered by this report.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Securities and Exchange Act of 1934). Our internal control over financial reporting is a process designed with the participation of our principal executive officer and principal financial officer or persons performing similar functions to provide reasonable assurance regarding the reliability of financial reporting and the preparation of our financial statements for external reporting purposes in accordance with U.S. generally accepted accounting principles.

Our internal control over financial reporting includes policies and procedures that: (a) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect our transactions and dispositions of assets, (b) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of our management and Board of Directors and (c) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on our financial statements.

Because of its inherent limitations, our disclosure controls and procedures may not prevent or detect misstatements. A control system, no matter how well conceived and operated, can only provide reasonable, not absolute, assurance that the objectives of the control system are met. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

As of December 31, 2015, our management conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework established in *Internal Control-Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). Based on this evaluation, management has determined that EMCOR's internal control over financial reporting is effective as of December 31, 2015.

The effectiveness of our internal control over financial reporting as of December 31, 2015 has been audited by Ernst & Young LLP, an independent registered public accounting firm, as stated in its report appearing in this Annual Report on Form 10-K, which such report expressed an unqualified opinion on the effectiveness of our internal control over financial reporting as of December 31, 2015.

Changes in Internal Control over Financial Reporting

In addition, our management with the participation of our principal executive officer and principal financial officer or persons performing similar functions has determined that no change in our internal control over financial reporting (as that term is defined in Rules 13(a)-15(f) and 15(d)-15(f) of the Securities Exchange Act of 1934) occurred during the fourth quarter of our fiscal year ended December 31, 2015 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

Not applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by this Item 10 with respect to directors is incorporated herein by reference to the Section of our definitive Proxy Statement for the 2016 Annual Meeting of Stockholders entitled "Election of Directors", which Proxy Statement is to be filed with the Securities and Exchange Commission pursuant to Regulation 14A not later than 120 days after the end of the fiscal year to which this Form 10-K relates (the "Proxy Statement"). The information required by this Item 10 concerning compliance with Section 16(a) of the Securities Exchange Act of 1934 is incorporated herein by reference to the section of the Proxy Statement entitled "Section 16(a) Beneficial Ownership Reporting Compliance". The information required by this Item 10 concerning the Audit Committee of our Board of Directors and Audit Committee financial experts is incorporated by reference to the section of the Proxy Statement entitled "Meetings and Committees of the Board of Directors" and "Corporate Governance". Information regarding our executive officers is contained in Part I of this Form 10-K following Item 4 under the heading "Executive Officers of the Registrant". We have adopted a Code of Ethics that applies to our Chief Executive Officer and our Senior Financial Officers, which is listed on the Exhibit Index.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this Item 11 is incorporated herein by reference to the sections of the Proxy Statement entitled "Compensation Discussion and Analysis", "Executive Compensation and Related Information", "Potential Post Employment Payments", "Director Compensation", "Compensation Committee Interlocks and Insider Participation" and "Compensation Committee Report".

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this Item 12 (other than the information required by Section 201(d) of Regulation S-K, which is set forth in Part II, Item 5 of this Form 10-K) is incorporated herein by reference to the sections of the Proxy Statement entitled "Security Ownership of Certain Beneficial Owners" and "Security Ownership of Management".

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE

The information required by this Item 13 is incorporated herein by reference to the sections of the Proxy Statement entitled "Compensation Committee Interlocks and Insider Participation" and "Corporate Governance".

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The information required by this Item 14 is incorporated herein by reference to the section of the Proxy Statement entitled "Ratification of Appointment of Independent Auditors".

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a)(1) The following consolidated financial statements of EMCOR Group, Inc. and Subsidiaries are filed as part of this report under Part II, Item 8. Financial Statements and Supplementary Data:

Financial Statements:

Consolidated Balance Sheets - December 31, 2015 and 2014

Consolidated Statements of Operations - Years Ended December 31, 2015, 2014 and 2013

Consolidated Statements Comprehensive Income - Years Ended December 31, 2015, 2014 and 2013

Consolidated Statements of Cash Flows - Years Ended December 31, 2015, 2014 and 2013

Consolidated Statements of Equity - Years Ended December 31, 2015, 2014 and 2013

Notes to Consolidated Financial Statements

Reports of Independent Registered Public Accounting Firm

(a)(2) The following financial statement schedule is included in this Form 10-K report: Schedule II - Valuation and Qualifying Accounts

All other schedules are omitted because they are not required, are inapplicable, or the information is otherwise shown in the consolidated financial statements or notes thereto.

(a)(3) For the list of exhibits, see the Exhibit Index immediately following the signature page hereof, which Exhibit Index is incorporated herein by reference.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: February 25, 2016

EMCOR GROUP, INC.
(Registrant)

BY: /s/ ANTHONY J. GUZZI
Anthony J. Guzzi
President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities indicated on February 25, 2016.

/s/ ANTHONY J. GUZZI **Anthony J. Guzzi**	President, Chief Executive Officer and Director (Principal Executive Officer)
/s/ MARK A. POMPA **Mark A. Pompa**	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)
/s/ STEPHEN W. BERSHAD **Stephen W. Bershad**	Chairman of the Board of Directors
/s/ JOHN W. ALTMEYER **John W. Altmeyer**	Director
/s/ DAVID A. B. BROWN **David A. B. Brown**	Director
/s/ LARRY J. BUMP **Larry J. Bump**	Director
/s/ RICHARD F. HAMM, JR. **Richard F. Hamm, Jr.**	Director
/s/ DAVID H. LAIDLEY **David H. Laidley**	Director
/s/ JERRY E. RYAN **Jerry E. Ryan**	Director
/s/ STEVEN B. SCHWARZWAELDER **Steven B. Schwarzwaelder**	Director
/s/ MICHAEL T. YONKER **Michael T. Yonker**	Director

SCHEDULE II - VALUATION AND QUALIFYING ACCOUNTS
(In thousands)

Description	Balance at Beginning of Year	Costs and Expenses	Additions Charged to Other [1]	Deductions [2]	Balance at End of Year
Allowance for doubtful accounts					
Year Ended December 31, 2015	$ 10,424	2,853	—	(2,102)	$ 11,175
Year Ended December 31, 2014	$ 11,890	2,918	—	(4,384)	$ 10,424
Year Ended December 31, 2013	$ 11,472	3,533	12	(3,127)	$ 11,890

(1) Amount principally relates to business acquisitions and divestitures, and the effect of exchange rate changes.

(2) Deductions primarily represent uncollectible balances of accounts receivable written off, net of recoveries.

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
2(a-1)	Purchase Agreement dated as of February 11, 2002 by and among Comfort Systems USA, Inc. and EMCOR-CSI Holding Co.	Exhibit 2.1 to EMCOR Group, Inc.'s ("EMCOR") Report on Form 8-K dated February 14, 2002
2(a-2)	Purchase and Sale Agreement dated as of August 20, 2007 between FR X Ohmstede Holdings LLC and EMCOR Group, Inc.	Exhibit 2.1 to EMCOR's Report on Form 8-K (Date of Report August 20, 2007)
2(a-3)	Purchase and Sale Agreement, dated as of June 17, 2013 by and among Texas Turnaround LLC, a Delaware limited liability company, Altair Strickland Group, Inc., a Texas corporation, Rep Holdings LLC, a Texas limited liability company, ASG Key Employee LLC, a Texas limited liability company, Repcon Key Employee LLC, a Texas limited liability company, Gulfstar MBII, Ltd., a Texas limited partnership, The Trustee of the James T. Robinson and Diana J. Robinson 2010 Irrevocable Trust, The Trustee of the Steven Rothbauer 2012 Descendant's Trust, The Co-Trustees of the Patia Strickland 2012 Descendant's Trust, The Co-Trustees of the Carter Strickland 2012 Descendant's Trust, and The Co-Trustees of the Walton 2012 Grandchildren's Trust (collectively, "Sellers") and EMCOR Group, Inc.	Exhibit 2.1 to EMCOR's Report on Form 8-K (Date of Report June 17, 2013)
3(a-1)	Restated Certificate of Incorporation of EMCOR filed December 15, 1994	Exhibit 3(a-5) to EMCOR's Registration Statement on Form 10 as originally filed March 17, 1995 ("Form 10")
3(a-2)	Amendment dated November 28, 1995 to the Restated Certificate of Incorporation of EMCOR	Exhibit 3(a-2) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 1995 ("1995 Form 10-K")
3(a-3)	Amendment dated February 12, 1998 to the Restated Certificate of Incorporation of EMCOR	Exhibit 3(a-3) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 1997 ("1997 Form 10-K")
3(a-4)	Amendment dated January 27, 2006 to the Restated Certificate of Incorporation of EMCOR	Exhibit 3(a-4) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2005 ("2005 Form 10-K")
3(a-5)	Amendment dated September 18, 2007 to the Restated Certificate of Incorporation of EMCOR	Exhibit A to EMCOR's Proxy Statement dated August 17, 2007 for Special Meeting of Stockholders held September 18, 2007
3(b)	Amended and Restated By-Laws	Exhibit 3(b) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 1998 ("1998 Form 10-K")
3(c)	Amendment to Article I, Section 6(c) and Section 6(j) of the Amended and Restated By-Laws	Exhibit 3.1 to EMCOR's Report on Form 8-K (Date of Report December 5, 2013)
4(a)	Fourth Amended and Restated Credit Agreement dated as of November 25, 2013 by and among EMCOR Group, Inc. and a subsidiary and Bank of Montreal, as Agent, and the lenders listed on the signature pages thereof (the "Credit Agreement")	Exhibit 4(a) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2013 ("2013 Form 10-K")
4(b)	Fourth Amended and Restated Security Agreement dated as of November 25, 2013 among EMCOR, certain of its U.S. subsidiaries, and Bank of Montreal, as Agent	Exhibit 4(b) to 2013 Form 10-K
4(c)	Fourth Amended and Restated Pledge Agreement dated as of November 25, 2013 among EMCOR, certain of its U.S. subsidiaries, and Bank of Montreal, as Agent	Exhibit 4(c) to 2013 Form 10-K
4(d)	Third Amended and Restated Guaranty Agreement dated as of November 25, 2013 by certain of EMCOR's U.S. subsidiaries in favor of Bank of Montreal, as Agent	Exhibit 4(d) to 2013 Form 10-K

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
10(a)	Form of Severance Agreement ("Severance Agreement") between EMCOR and each of Sheldon I. Cammaker, R. Kevin Matz and Mark A. Pompa	Exhibit 10.1 to the April 2005 Form 8-K
10(b)	Form of Amendment to Severance Agreement between EMCOR and each of Sheldon I. Cammaker, R. Kevin Matz and Mark A. Pompa	Exhibit 10(c) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended March 31, 2007 ("March 2007 Form 10-Q")
10(c)	Letter Agreement dated October 12, 2004 between Anthony Guzzi and EMCOR (the "Guzzi Letter Agreement")	Exhibit 10.1 to EMCOR's Report on Form 8-K (Date of Report October 12, 2004)
10(d)	Form of Confidentiality Agreement between Anthony Guzzi and EMCOR	Exhibit C to the Guzzi Letter Agreement
10(e)	Form of Indemnification Agreement between EMCOR and each of its officers and directors	Exhibit F to the Guzzi Letter Agreement
10(f-1)	Severance Agreement ("Guzzi Severance Agreement") dated October 25, 2004 between Anthony Guzzi and EMCOR	Exhibit D to the Guzzi Letter Agreement
10(f-2)	Amendment to Guzzi Severance Agreement	Exhibit 10(g-2) to the March 2007 Form 10-Q
10(g-1)	Continuity Agreement dated as of June 22, 1998 between Sheldon I. Cammaker and EMCOR ("Cammaker Continuity Agreement")	Exhibit 10(c) to the June 1998 Form 10-Q
10(g-2)	Amendment dated as of May 4, 1999 to Cammaker Continuity Agreement	Exhibit 10(i) to the June 1999 Form 10-Q
10(g-3)	Amendment dated as of March 1, 2007 to Cammaker Continuity Agreement	Exhibit 10(m-3) to the March 2007 Form 10-Q
10(h-1)	Continuity Agreement dated as of June 22, 1998 between R. Kevin Matz and EMCOR ("Matz Continuity Agreement")	Exhibit 10(f) to the June 1998 Form 10-Q
10(h-2)	Amendment dated as of May 4, 1999 to Matz Continuity Agreement	Exhibit 10(m) to the June 1999 Form 10-Q
10(h-3)	Amendment dated as of January 1, 2002 to Matz Continuity Agreement	Exhibit 10(o-3) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended March 31, 2002 ("March 2002 Form 10-Q")
10(h-4)	Amendment dated as of March 1, 2007 to Matz Continuity Agreement	Exhibit 10(n-4) to the March 2007 Form 10-Q
10(i-1)	Continuity Agreement dated as of June 22, 1998 between Mark A. Pompa and EMCOR ("Pompa Continuity Agreement")	Exhibit 10(g) to the June 1998 Form 10-Q
10(i-2)	Amendment dated as of May 4, 1999 to Pompa Continuity Agreement	Exhibit 10(n) to the June 1999 Form 10-Q
10(i-3)	Amendment dated as of January 1, 2002 to Pompa Continuity Agreement	Exhibit 10(p-3) to the March 2002 Form 10-Q
10(i-4)	Amendment dated as of March 1, 2007 to Pompa Continuity Agreement	Exhibit 10(o-4) to the March 2007 Form 10-Q
10(j-1)	Change of Control Agreement dated as of October 25, 2004 between Anthony Guzzi ("Guzzi") and EMCOR ("Guzzi Continuity Agreement")	Exhibit E to the Guzzi Letter Agreement
10(j-2)	Amendment dated as of March 1, 2007 to Guzzi Continuity Agreement	Exhibit 10(p-2) to the March 2007 Form 10-Q
10(j-3)	Amendment to Continuity Agreements and Severance Agreements with Sheldon I. Cammaker, Anthony J. Guzzi, R. Kevin Matz and Mark A. Pompa	Exhibit 10(q) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2008 ("2008 Form 10-K")

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
10(k-1)	Amendment dated as of March 29, 2010 to Severance Agreement with Sheldon I. Cammaker, Anthony J. Guzzi, R. Kevin Matz and Mark A. Pompa	Exhibit 10.1 to Form 8-K (Date of Report March 29, 2010) ("March 2010 Form 8-K")
10(k-2)	Third Amendment to Severance Agreement dated June 4, 2015 between EMCOR and Sheldon I. Cammaker	Exhibit 10(k-2) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 2015 ("June 2015 Form 10-Q")
10(l-1)	EMCOR Group, Inc. Long-Term Incentive Plan ("LTIP")	Exhibit 10 to Form 8-K (Date of Report December 15, 2005)
10(l-2)	First Amendment to LTIP and updated Schedule A to LTIP	Exhibit 10(s-2) to 2008 Form 10-K
10(l-3)	Second Amendment to LTIP	Exhibit 10.2 to March 2010 Form 8-K
10(l-4)	Third Amendment to LTIP	Exhibit 10(q-4) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended March 31, 2012 ("March 2012 Form 10-Q")
10(l-5)	Fourth Amendment to LTIP	Exhibit 10(l-5) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 2013
10(l-6)	Form of Certificate Representing Stock Units issued under LTIP	Exhibit 10(t-2) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2007 ("2007 Form 10-K")
10(l-7)	Fifth Amendment to LTIP	Filed herewith
10(l-8)	Sixth Amendment to LTIP	Filed herewith
10(m-1)	2003 Non-Employee Directors' Stock Option Plan	Exhibit A to EMCOR's Proxy Statement for its Annual Meeting held on June 12, 2003 ("2003 Proxy Statement")
10(m-2)	First Amendment to 2003 Non-Employee Directors' Plan	Exhibit 10(u-2) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2006 ("2006 Form 10-K")
10(n)	Key Executive Incentive Bonus Plan, as amended and restated	Exhibit B to EMCOR's Proxy Statement for its Annual Meeting held June 13, 2013
10(o)	Consents on December 15, 2009 to Transfer Stock Options by Non-Employee Directors	Exhibit 10(z) to 2009 Form 10-K
10(p-1)	2007 Incentive Plan	Exhibit B to EMCOR's Proxy Statement for its Annual Meeting held June 20, 2007
10(p-2)	Option Agreement dated December 13, 2007 under 2007 Incentive Plan between Jerry E. Ryan and EMCOR	Exhibit 10(h)(h-2) to 2007 Form 10-K
10(p-3)	Option Agreement dated December 15, 2008 under 2007 Incentive Plan between David Laidley and EMCOR	Exhibit 10.1 to Form 8-K (Date of Report December 15, 2008)
10(p-4)	Form of Option Agreement under 2007 Incentive Plan between EMCOR and each non-employee director electing to receive options as part of annual retainer	Exhibit 10(h)(h-3) to 2007 Form 10-K
10(q-1)	Amended and Restated 2010 Incentive Plan	Exhibit 10(q-1) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended September 30, 2015
10(q-2)	Form of Option Agreement under 2010 Incentive Plan between EMCOR and each non-employee director with respect to grant of options upon re-election at June 11, 2010 Annual Meeting of Stockholders	Exhibit 10(i)(i-2) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 2010
10(q-3)	Form of Option Agreement under 2010 Incentive Plan, as amended, between EMCOR and each non-employee director electing to receive options as part of annual retainer	Exhibit 10(q)(q) to 2011 Form 10-K

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
10(r)	EMCOR Group, Inc. Employee Stock Purchase Plan	Exhibit C to EMCOR's Proxy Statement for its Annual Meeting held June 18, 2008
10(s)	Form of Restricted Stock Award Agreement dated January 3, 2012 between EMCOR and each of Larry J. Bump, Albert Fried, Jr., Richard F. Hamm, Jr., David H. Laidley, Frank T. MacInnis, Jerry E. Ryan and Michael T. Yonker	Exhibit 10(m)(m) to 2011 Form 10-K
10(t-1)	Director Award Program Adopted May 13, 2011, as amended and restated December 14, 2011	Exhibit 10(n)(n) to 2011 Form 10-K
10(t-2)	Form of Amended and Restated Restricted Stock Award Agreement dated December 14, 2011 amending and restating restricted stock award agreement dated June 1, 2011 under Director Award Program with each of Stephen W. Bershad, David A.B. Brown, Larry J. Bump, Albert Fried, Jr., Richard F. Hamm, Jr., David H. Laidley, Jerry E. Ryan and Michael T. Yonker	Exhibit 10(o)(o) to 2011 Form 10-K
10(u)	Restricted Stock Unit Agreement dated May 9, 2011 between EMCOR and Anthony J. Guzzi	Exhibit 10(o)(o) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended September 30, 2011
10(v)	Amendment to Option Agreements	Exhibit 10(r)(r) to 2011 Form 10-K
10(w)	Form of Restricted Stock Unit Agreement dated March , 2012 between EMCOR and each of Sheldon I. Cammaker, R. Kevin Matz and Mark A. Pompa	Exhibit 10(o)(o) to the March 31, 2012 Form 10-Q
10(x)	Form of Non-LTIP Stock Unit Certificate	Exhibit 10(p)(p) to the March 31, 2012 Form 10-Q
10(y)	Form of Director Restricted Stock Unit Agreement	Exhibit 10(k)(k) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 2012 ("June 2012 Form 10-Q")
10(z)	Director Award Program, as Amended and Restated December 16, 2014	Exhibit 10(z) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2014
10(a)(a)	EMCOR Group, Inc. Voluntary Deferral Plan	Exhibit 10(e)(e) to 2012 Form 10-K
10(b)(b)	First Amendment to EMCOR Group, Inc. Voluntary Deferral Plan	Exhibit 10(e)(e) to 2013 Form 10-K
10(c)(c)	Form of Executive Restricted Stock Unit Agreement	Exhibit 10(f)(f) to 2012 Form 10-K
10(d)(d)	Restricted Stock Unit Award Agreement dated October 23, 2013 between EMCOR and Stephen W. Bershad	Exhibit 10(g)(g) to 2013 Form 10-K
10(e)(e)	Restricted Stock Unit Award Agreement dated June 11, 2014 between EMCOR and Stephen W. Bershad	Exhibit 10(g)(g) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 2014
10(f)(f)	Restricted Stock Unit Award Agreement dated June 11, 2015 between EMCOR and Stephen W. Bershad	Exhibit 10(f)(f) to the June 2015 Form 10-Q
10(g)(g)	Restricted Stock Unit Award Agreement dated October 29, 2015 between EMCOR and Steven B. Schwarzwaelder	Exhibit 10.1 to Form 8-K (Date of Report October 30, 2015)
10(h)(h)	Executive Compensation Recoupment Policy	Filed herewith
11	Computation of Basic EPS and Diluted EPS for the years ended December 31, 2015 and 2014	Note 5 of the Notes to the Consolidated Financial Statements
14	Code of Ethics of EMCOR for Chief Executive Officer and Senior Financial Officers	Exhibit 14 to 2003 Form 10-K
21	List of Significant Subsidiaries	Filed herewith
23.1	Consent of Ernst & Young LLP	Filed herewith

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
31.1	Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 by Anthony J. Guzzi, the President and Chief Executive Officer	Filed herewith
31.2	Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 by Mark A. Pompa, the Executive Vice President and Chief Financial Officer	Filed herewith
32.1	Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 by the President and Chief Executive Officer	Furnished
32.2	Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 by the Executive Vice President and Chief Financial Officer	Furnished
95	Information concerning mine safety violations or other regulatory matters	Filed herewith
101	The following materials from EMCOR Group, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2015, formatted in XBRL (Extensible Business Reporting Language): (i) the Consolidated Balance Sheets, (ii) the Consolidated Statements of Operations, (iii) the Consolidated Statements of Comprehensive Income, (iv) the Consolidated Statements of Cash Flows, (v) the Consolidated Statements of Equity and (vi) the Notes to Consolidated Financial Statements.	Filed

Pursuant to Item 601(b)(4)(iii) of Regulation S-K, upon request of the Securities and Exchange Commission, the Registrant hereby undertakes to furnish a copy of any unfiled instrument which defines the rights of holders of long-term debt of the Registrant's subsidiaries.

EXHIBIT 10(l-7)

FIFTH AMENDMENT
TO THE
LONG TERM INCENTIVE PLAN
OF EMCOR GROUP, INC.

WHEREAS, the EMCOR Group, Inc. Long Term Incentive Plan was adopted in 2005 and has since been amended (the aforesaid plan, as amended, the LTIP);

WHEREAS, Section 8.1 of the LTIP provided that the Board of Directors of EMCOR Group, Inc. (the "Board") may amend the LTIP, subject to the terms of Section 8.1; and

WHEREAS, the Board has determined that the LTIP shall be further amended as provide below;

NOW, THEREFORE, the Long Term Incentive Plan is hereby amended as follows:

1. Section 2 is hereby amended to add the following paragraph to the definition of Earnings Per Share:

"Earnings Per Share" for a Three Year Applicable Period commencing on or after January 1, 2015 shall mean the aggregate of the diluted earnings per share of the Company's Common Stock for each of such three years, as reported in the Company's "Consolidated Statements of Operations" for such years in accordance with generally accepted accounting principles; provided, however, that in computing net income to arrive at any such year's earnings per share there shall be excluded from the calculation of such net income (a) non-cash charges associated with the write-down of balance sheet values of assets, (b) investment banking, consulting, legal, and accounting fees and related disbursements directly associated with any proposed or consummated (i) acquisition or investment or (ii) sale or disposition of Company assets or securities, (c) the effect of any changes in statutory tax rates from those in effect on March 29, 2010, (d) restructuring charges due to sale or closure of a subsidiary's business, (e) the cumulative effect of any change in accounting principles, (f) charges associated with withdrawal liabilities relating to multi-employer pension plans and lump sum type surcharges (as opposed to increases in hourly contribution rates) assessed by multi-employer pension plans, to ameliorate underfunding in their respective plans and (g) income or loss from discontinued operations; and provided further, however, that the Compensation Committee may, within the first 90 days of a Three Year Applicable Period, adjust any such period's Earnings Per Share, to the extent permitted under Section 162(m) of the Code, to omit the impact on such Earnings Per Share of extraordinary items, gains or losses on the acquisition or disposal of a business, and/or unusual or infrequently occurring events and transactions."

2. Except as hereinabove amended, the LTIP, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the 5th day of March 2015.

EMCOR GROUP, INC.

By: /s/ Anthony J. Guzzi
President and Chief Executive Officer

EXHIBIT 10(l-8)

SIXTH AMENDMENT
TO THE
LONG TERM INCENTIVE PLAN
OF EMCOR GROUP, INC.

WHEREAS, the EMCOR Group, Inc. Long Term Incentive Plan was adopted in 2005 and has since been amended (the aforesaid plan, as amended, the "LTIP");

WHEREAS, Section 8.1 of the LTIP provides that the Board of Directors of EMCOR Group, Inc. (the "Board") may amend the LTIP, subject to the terms of Section 8.1; and

WHEREAS, the Board has determined that the LTIP should be further amended as provided below;

NOW, THEREFORE, the LTIP is hereby amended as follows:

1. Effective January 1, 2016 new Section 9.14 is added to read as follows:

"9.14. Recoupment of Awards. All Performance Based Target Bonus awards, that may be granted with respect to Applicable Three Year Periods commencing on or after January 1, 2016, whether or not vested, will be subject to the Company's Executive Compensation Recoupment Policy, as such policy may be amended and in effect from time to time (the "Clawback Policy"). By participating in the Plan, including by receiving any award benefit or payment under the Plan, a Participant will be deemed to have agreed to comply promptly and in full with all terms and conditions of the Clawback Policy with respect to such award."

2. Except as hereinabove amended, the LTIP, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the 1st day of January 2016.

EMCOR GROUP, INC.

By: /s/ Anthony J. Guzzi
President and Chief Executive Officer

EXHIBIT 10(h)(h)

EMCOR Group, Inc.

EXECUTIVE COMPENSATION RECOUPMENT POLICY

The Board of Directors (the "Board") of EMCOR Group Inc. (the "Company") has adopted the following policy on the recoupment of executive compensation (the "policy"). References to the Board herein shall include any committee of the Board that has been delegated authority by the Board to administer and enforce this policy in accordance with its terms.

In the event that the Company is required to prepare an accounting restatement to correct an error that is material to its previously issued financial statements under the securities laws, with respect to any cash or equity-based bonus or other cash or equity-based incentive compensation that was granted, earned or became vested based wholly or in part upon the attainment of any financial reporting measure ("incentive-based compensation") during the three completed fiscal years immediately preceding the "required financial restatement date," the Board must seek reimbursement of the amount (computed without regard to any taxes paid) of any such incentive-based compensation awarded or paid to an Executive or effect the cancellation of unvested and vested equity awards previously granted to an Executive, if and to the extent the amount of such incentive-based compensation would have been lower had the level of achievement of the applicable financial reporting measure been calculated based on such restated financial results, unless the Board, or a duly authorized committee, thereof determines, after a reasonable attempt to recover such amount, that it would be impracticable to seek such recovery as a result of the imposition of undue costs on the Company or its shareholders or it would violate non-U.S. law.

The Board will seek the full amount of a recovery under this policy from an affected Executive, absent a determination by the Board in its sole discretion that such recovery would be impracticable. However, the Board has discretion to determine the form and timing of any such recovery, provided that such recovery is accomplished in a reasonably prompt manner. The Board will take such steps as it deems necessary in its sole discretion to ensure that all Executives subject to the policy agree to abide by its terms.

For purposes of this policy, the "required financial restatement date" is the earlier to occur of the date when the Board concludes, or reasonably should have concluded, that the Company's financial statements contained a material error or the date when a court, regulator or other legally authorized body directs the Company to issue a restatement to correct such a material error. For the avoidance of doubt, an Executive will be deemed to have received incentive-based compensation in the fiscal year when the financial reporting measure that is applicable, in whole or in part, to the incentive-based compensation award is attained, even if the Executive remains subject to additional payment conditions with respect to such award.

If the achievement of a certain financial reporting measure was considered in determining the incentive-based compensation awarded or paid to an Executive, but the incentive-based compensation was not awarded or paid on a formulaic basis such that the amount of any erroneously awarded incentive-based compensation cannot be determined directly from the information in the accounting restatement, the Board will determine in its sole discretion the recoverable amount based on its reasonable estimate of the effect of the financial restatement.

For purposes of this policy, an "Executive" shall mean any current or former employee who is, or was, an "officer" of the Company for purposes of Section 16 of the Securities and Exchange Act of 1934, as amended, at any time during the performance period applicable to the incentive-based compensation at issue.

The remedies under this policy are in addition to, and not in lieu of, any legal and equitable claims the Company may have or any actions that may be imposed by law enforcement agencies, regulators or other authorities. This policy will be administered in a manner that complies with applicable law and securities exchange listing requirements. The Company may adopt additional recoupment provisions in the future or amend existing requirements as required by law or regulation. Subject to the foregoing, the Board shall have the discretionary authority to make all determinations under this policy, including the authority to construe and apply all relevant terms, and may amend this policy at any time.

Date: December 15, 2015

EXHIBIT 11

SEE NOTE 5 TO THE ACCOMPANYING CONSOLIDATED FINANCIAL STATEMENTS FOR INFORMATION RELATING TO THE CALCULATION OF BASIC EPS AND DILUTED EPS.

EXHIBIT 21

LIST OF SIGNIFICANT SUBSIDIARIES

Dyn Specialty Contracting, Inc.
MES Holdings Corporation
EMCOR Construction Services, Inc.
EMCOR International, Inc.
EMCOR Mechanical/Electrical Services (East), Inc.
EMCOR (UK) Limited
EMCOR Group (UK) plc
EMCOR Facilities Services, Inc.
EMCOR-CSI Holding Co.
FR X Ohmstede Acquisitions Co.
RepconStrickland, Inc.

EXHIBIT 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

(1) Registration Statement (Form S-8 No. 333-168503) pertaining to the 2010 Incentive Plan of EMCOR Group, Inc.,

(2) Registration Statement (Form S-8 No. 333-152764) pertaining to the EMCOR Group, Inc. Employee Stock Purchase Plan,

(3) Registration Statement (Form S-8 No. 333-147015) pertaining to the 2007 Incentive Plan of EMCOR Group, Inc.,

(4) Registration Statement (Form S-8 No. 333-112940) pertaining to the EMCOR Group, Inc. Stock Option Agreements dated as of January 4, 1999, May 5, 1999, January 3, 2000, January 2, 2001, December 14, 2001, January 2, 2002, June 19, 2002, October 25, 2002, January 2, 2003, February 27, 2003, and January 2, 2004, the EMCOR Group, Inc. 2003 Non-Employee Directors' Stock Option Plan and the EMCOR Group, Inc. 2003 Management Stock Incentive Plan, and

(5) Registration Statement (Form S-8 No. 333-186926) pertaining to the EMCOR Group, Inc Voluntary Deferral Plan;

of our reports dated February 25, 2016, with respect to the consolidated financial statements and schedule of EMCOR Group, Inc. and subsidiaries, and the effectiveness of internal control over financial reporting of EMCOR Group, Inc. and subsidiaries, included in this Annual Report (Form 10-K) of EMCOR Group Inc. for the year ended December 31, 2015.

Stamford, Connecticut
February 25, 2016

/s/ Ernst & Young LLP

EXHIBIT 31.1

CERTIFICATION

I, Anthony J. Guzzi, certify that:

1. I have reviewed this annual report on Form 10-K of EMCOR Group, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)), and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 25, 2016

/s/ ANTHONY J. GUZZI

Anthony J. Guzzi
President and
Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION

I, Mark A. Pompa, certify that:

1. I have reviewed this annual report on Form 10-K of EMCOR Group, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)), and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 25, 2016

/s/ MARK A. POMPA

Mark A. Pompa
Executive Vice President
and Chief Financial Officer

EXHIBIT 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of EMCOR Group, Inc. (the "Company") on Form 10-K for the period ended December 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Anthony J. Guzzi, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 25, 2016

/s/ ANTHONY J. GUZZI

Anthony J. Guzzi
President and
Chief Executive Officer

EXHIBIT 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of EMCOR Group, Inc. (the "Company") on Form 10-K for the period ended December 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Mark A. Pompa, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 25, 2016

/s/ MARK A. POMPA

Mark A. Pompa
Executive Vice President
and Chief Financial Officer

EXHIBIT 95

MINE SAFETY DISCLOSURES

During the reporting period covered by this report, our subsidiary MOR-PPM, Inc. ("PPM") received one significant and substantial citation from the Mine Safety and Health Administration ("MSHA") for work performed at Unimin Corporation's Tunnel City Mine in Tomah, WI. The citation was subsequently terminated by MSHA. The total civil penalty assessed by MSHA related to PPM's work at the Tunnel City Mine for this reporting period was $1,788.00. PPM has no other disclosures to report under section 1503 for the Tunnel City Mine for the period covered by this report.

On December 1, 2015, PPM received an imminent danger order dated November 30, 2015 issued by MSHA under Section 107(a) of the Federal Mine Safety and Health Act of 1977 for work performed at the Blair Plant in Trempealeau County, Wisconsin. The order was terminated within minutes of it being issued and no employees or equipment were injured or damaged. No civil penalty has been assessed. PPM has no other disclosures to report under section 1503 for the Blair Plant for the period covered by this report.

During the reporting period covered by this report, PPM received two citations from MSHA for work performed at the Hi-Crush Wyeville Mine in Wyeville, Wisconsin. The order was subsequently terminated by MSHA. The total civil penalty assessed by MSHA related to PPM's work at the Wyeville Mine for this reporting period was $227.00. PPM has no other disclosures to report under section 1503 for the Wyeville Mine for the period covered by this report.

During the reporting period covered by this report, our subsidiary Southern Industrial Constructors, Inc. ("SIC") received a single proposed civil penalty assessment of $100.00 from MSHA related to work performed at 3M Corporation's Pittsboro Plant in Moncure, NC. The citation was subsequently terminated by MSHA. SIC has no other disclosures to report under section 1503 for the Pittsboro Plant for the period covered by this report.

APPENDIX 2
IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Transportation (NYSDOT) may approve a request for Assignment of Contract

During the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification, NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

APPENDIX 2-S
IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

PROPOSAL

IRAN DIVESTMENT ACT – CERTIFICATION

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

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

The Certification is as follows:

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

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

[signature] Aug 18, 2015 JOSEPH P. FLORIO PRESIDENT/C.E.O.

Signature/Date Print Name and Position

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MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

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

(1) have business operations in Northern Ireland,

Yes ___ No X

If yes:

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

Yes ___ No ___

(Contractor's Signature)

JOSEPH P. FIORLO
PRESIDENT/C.E.O.

WALSBACH ELECTRIC CORP. OF L.I.
(Name of Business)

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

Welsbach Electric Corp. of L.I.
~~(Individual, Firm~~ or (Corporation) as case may be)

Individual's Social Security Number —

Firm or Corporation's Federal ID Number 11-2354251

Firm or Corporation's Municipal License ID Number 1684

Municipal Licensing Agency Hempstead

By: [signature] Date: August 18, 2015

(Print) Joseph P. Fiorito Title: President/C.E.O.

WHERE BIDDER IS A CORPORATION, ADD

ATTEST: [signature]
Asst. Secretary Michele Yannetti

(CORPORATE)
(SEAL)

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QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 60 YEARS

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

   a. as a Prime Contractor 60 YEARS

   b. as a Subcontractor 60 YEARS

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

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
SEE ATTACHMENT #1			

(use additional blank sheets if additional space is necessary)

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

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
17,182,200.-	TRAFFIC I.T.S. INSTALL	100%	NYS DOT, EMILIO SOSA
9,265,920.-	INFORM MAINT & INSTALL	100%	NYS DOT, EMILIO SOSA
1,442,200.-	CLOSED LOOP INSTALL	100%	SCDPW, ANDR PREGO
4,721,222.-	NCDPW REQUIREMENTS	100%	NCDPW, SHEILA DUKACS

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to You? NO
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? NO
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

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Welsbach Electric Corp. of L.I.
Job List

Job	Owner	Contract	Description	Est Revenue	Start Date	Original Comp Date	Comp Date
			Transportation Division				
025	Broadway Maintenance		Broadway Maintenance		01/01/15	12/31/16	12/31/16
055	Garage		Garage		01/01/15	12/31/16	12/31/16
056	Warehouse		Warehouse		01/01/15	12/31/16	12/31/16
196	N.Y.S.D.O.T.	D259765	Roslyn Viaduct (Tully)	1,650,000	08/15/05	12/31/07	03/31/12
268	N.Y.S.D.O.T.	C005102	Roadway Lighting Maint	2,980,824	01/26/12	01/25/14	01/25/17
271	N.Y.S.D.O.T.	D261906	T.S. Improv Routes 900B & 25 (Tully)	2,580,000	07/01/12	12/31/13	12/31/13
273	N.C.D.P.W.	T6225001M	T.S. Maint & Inst	5,592,200	01/01/13	12/31/14	12/31/14
277	N.C.D.P.W.	H6200001E	T.S. Maint Telemetry	1,912,212	06/10/13	06/09/16	06/09/16
278	City of Long Beach		S.L. Maintenance	298,211	04/01/13	03/31/14	03/31/15
282	N.Y.S.D.O.T.	D262103	Bridge Repairs (El Sol)	96,950	09/12/13	12/02/14	12/02/14
284	N.Y.S.D.O.T.	D262310	Safety & Pavement Standby (El Sol)	268,000	09/12/13	08/31/15	08/31/15
287	ServCo (PSE&G)		Storm Restoration/Damage Assessment	800,000	01/01/14	12/31/16	12/31/16
288	Village of Valley Stream	PIN 0758.86	Sunrise Hwy Lighting System Rehab	653,508	01/02/14	03/02/15	03/02/15
300	Town of Oyster Bay	PRE 13-109	Park Electrical Service Requirements	358,308	03/19/14	03/18/15	03/15/15
302	N.Y.S.D.O.T.	D262580	Traffic Signal & Lighting Requirements	4,719,647	06/12/14	12/04/15	12/04/15
303	City of Long Beach		East Park Ave Reconst (Roadwork Ahead)	150,900	06/13/14	12/31/14	12/31/14
304	Town of Islip	DPW 1-2014	S.L. Maint & Inst	2,738,931	07/16/14	07/16/17	07/16/17
305	Village of Mineola		S.L. Maintenance	132,611	09/01/14	08/31/17	08/31/17
306	Village of Hempstead	HEMV 2014/201	S.L. Installation	212,106	10/06/14	03/01/15	03/01/15
307	N.C.D.P.W.		Aquatic Center Site Lighting (Laser)	118,000	10/01/14	01/31/15	01/31/15
308	N.C.D.P.W.		Cantiague Park Lighting Upgrade (Laser)	114,846	11/01/14	12/15/14	12/15/14
309	Village of Mineola	3476	Memorial Park Band Shell Upgrade (Valent	229,400	12/01/14	03/01/15	03/01/15
310	Town of Oyster Bay	PWE001-14	Sports Lighting Replacement	136,350	01/01/15	04/01/15	04/01/15
311	N.C.D.P.W.	H41402-01GRG	Cantiague Park Batting Field Upgrade (Last	123,245	04/10/15	06/15/15	06/15/15
312	N.C.D.P.W.	POPW15000359	Athletic Ltg Upgrades Cantiague Pk Softball Fie	319,900	07/23/15	10/01/15	10/01/15
313	N.C.D.P.W.	T6225002M	T.S. Maint & Inst	5,592,200	01/01/15	12/31/16	12/31/16
315	N.C.D.P.W.	H62161	OC Rd Traffic Signals Phase I	5,862,200			
316	N.C.D.P.W.	POPW15000362	Athletic Ltg Upgrades Mitchel Park Baseball Fi	174,400	07/23/15	11/01/15	11/01/15
390	Misc Maint Contracts		Villages, Towns & Private		01/01/15	12/31/16	12/31/16
391	Lump Sums and T&M		Villages, Towns & Private		01/01/15	12/31/16	12/31/16

Welsbach Electric Corp. of L.I.
Job List

Job	Owner	Contract	Description	Est Revenue	Start Date	Original Comp Date	Comp Date
			Industrial Division				
643	N.C.D.P.W.	S35121-01E	Bay Park Settling Tank Rehabilitation	497,550	10/28/13	10/27/15	10/27/15
644	Bethpage Fire District	1301E	Firehouse Substation Facility	414,000	03/11/14	02/04/15	02/04/15
646	Farmingdale State College	2013-03	15KV UG Cable & Main Switch Upgrades	1,047,400	02/26/14	03/11/15	03/11/15
647	Town of Riverhead	E	Wastewater Treatment TMDL Upgrade	3,849,700	02/24/14	02/24/16	02/24/16
649	N.C.D.P.W.	S35121-01E	Bay Park LCS-43011 CO (Primer Const)	35,000	09/12/14	10/01/15	10/01/15
650	Farmingdale State College	2015-15	Dewey Hall Electrical Upgrades	1,597,000	06/15/15	11/17/15	11/17/15
			Technologies Division				

c. ever been declared a non-responsible bidder by any municipality or public agency? No
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? No
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? No
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

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d. that has ever been barred from bidding municipal or public contracts? NO
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? NO
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

NONE

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

NONE

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

NONE. WELSBACH ELECTRIC CORP. OF L.I. IS A WHOLLY OWNED SUBSIDIARY OF EMCOR GROUP, INC.

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

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
JOSEPH P. FLOLIO	PRESIDENT/C.E.O.	39 YEARS	ELECTRICAL CONST. MAINT	FINANCE/MGMT
WALTER WELTNER	ASST. VICE PRESIDENT	50 YEARS	"	PROJECT MGMT/ESTIMATING
MICHELE VALENTI	ASST SECY/ASST TREASURER	28 YEARS	"	FINANCE
JOSEPH KENNEY	SUPERINTENDENT	40 YEARS	"	ELECTRICIAN/LABOR SUPER
DARLENE KUHNER	PROJECT MANAGER/ESTIMATOR	30 YEARS	"	PROJECT MGMT/ESTIMATING

(use additional blank sheets if additional space is necessary)

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

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
SEE ATTACHMENT #2			

(use additional blank sheets if additional space is necessary)

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

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

N/A

(use additional blank sheets if additional space is necessary)

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WELSBACH ELECTRIC CORP. of L.I.

Equipment and Vehicle List

Vehicle #	Description	Vehicle ID #
2	2002 FORD PICK, RD	1FDWF36L22EA64229
3	1998 MITSU FLAT, WH	JW6BBF1H3WL001578
4	1989 FORD PICK, BLK	2FTHF26H7KCB55280
6	1997 FORD SUBN, WH	1FTJE34L0VHA62602
7	1997 FORD VAN, WH	1FTJE34L8VHA86646
12	2004 FORD VAN, WH	1FTSE34L34HA10870
14	1990 INTER VAN, WH	1HTSDTVN7LH228704
15	2000 FORD VAN, WH	1FTSS34L7YHA74506
16	2001 FREIG UTIL, WH	1FVABTBV61HF86187
17	2000 FORD UTIL, WH	1FDAF56S8YEE28482
18	1985 INTER UTIL, WH	1HTLDUXP5FHA63588
21	1997 GMC UTIL, WH	1GDM7H1J5VJ510568
22	2001 FORD VAN, WH	1FTSE34L11HA26027
23	1997 FORD VAN, WH	1FTJE34L7VHA57090
24	1997 FORD VAN, WH	1FTJE34L0VHA57092
25	1997 FORD VAN, WH	1FTJE34L6VHA57095
26	1988 INTER FLAT, WH	1HTLCCEN5JH538161
27	1988 INTER FLAT, WH	1HTLCCEN9JH538163
28	1992 FORD PICK, WH	2FTHF25H2NCA90568
29	1992 FORD VAN, WH	3FCLF59M1NJA01646
31	2002 FORD UTIL, WH	1FDAF57F42EB83513
32	1999 FORD UTIL, WH	1FDXF46F0XEE37201
33	1996 FORD UTIL, WH	1FTJE34H7THB66867
35	2002 FORD VAN, WH	1FTSE34L42HA43194
37	1997 FORD VAN, WH	1FTJE34L9VHA57091
39	2003 FORD VAN, WH	1FTSE34L53HC06274
40	2010 FORD VAN, WH	1FTSE3EL4ADA12693
41	2004 FORD UTIL, WH	1FDXF46S44ED64763
42	1990 INTER UTIL, WH	1HTSDZZN7LH261389
43	2002 FORD VAN, WH	1FTNE24L12HB08848
44	1998 GMC UTIL, WH	1GDM7H1J7WJ501050
46	1997 FORD VAN, WH	1FTJE34L2VHA57093
47	1997 FORD VAN, WH	1FTJE34L4VHA57094
48	2001 FREIG UTIL, WH	1FVABTBV41HF86186
49	2002 FORD SUBN, WH	1FTSE34L72HB24786
50	1992 FORD PICK, GY	1FTEF25Y8NLA47040
51	2000 FORD VAN, WH	1FTSE34L7YHA29606
52	2000 FORD VAN, WH	1FTSE34L3YHA26736
53	2000 FORD VAN, WH	1FTSE34L2YHA15418
54	1997 FORD FLAT, WH	1FDKF37F1VEB92666
55	1997 FORD VAN, WH	1FTHS2429VHA32734
56	1995 GMC DUMP, WH	1GDM7H1J0SJ500381

WELSBACH ELECTRIC CORP. of L.I.

Equipment and Vehicle List

Vehicle #	Description	Vehicle ID #
58	1995 INTER UTIL, WH	1HTSDAAP5SH605959
60	1997 FORD FLAT, WH	1FDKF37F5VEB64384
63	2000 FORD VAN, WH	1FTNE24L3YHB25790
65	2001 FORD VAN, WH	1FTSE34L01HA41098
66	2001 FORD VAN, WH	1FTSE34L91HA41097
67	2000 FORD VAN, WH	1FTSE34L1YHB31726
68	2000 FORD VAN, WH	1FTSE34L3YHB31744
70	2003 MITSU DELV, WH	JW6CPG1SX3L006358
72	2002 FORD SUBN, WH	1FTSE34LX2HA92092
73	2001 FORD VAN, WH	1FDSE35L41HB08067
74	1998 WE/CA TRLR, WH	1WC200E2XW1080989
75	1999 FORD VAN, WH	1FTSE34LXXHB18343
76	1995 FORD FLAT, WH	1FDKF37F4SEA50937
77	2000 FORD VAN, WH	1FTSS34L2YHB97355
78	2004 FORD FLAT, WH	1FDWF36L04EC96122
79	1997 FORD SUBN, WH	1FDKF37F0VEB42485
80	1983 CUSTO FLAT, YW	405183
81	2003 FORD VAN, WH	1FTNE24W93HB31323
82	2004 FORD VAN, WH	1FTNE24W74HA01638
83	2001 GMC UTIL, WH	1GDJG31R911198387
84	2008 FORD UTIL, WH	1FDAF57RX8EB74138
85	1997 FORD UTIL, WH	1FDNF80C1VVA03993
86	1997 FORD UTIL, WH	1FDNF80C6VVA03990
87	1998 INTER UTIL, WH	1HTSEAAN6WH531646
89	2004 FORD VAN, WH	1FTSE34LI4HA77631
90	2000 GMC UTIL, WH	1GDM7H1C9YJ505928
91	1999 FORD UTIL, BK	1FDAF56F0XEC49242
92	1999 INTER UTIL, WH	1HTSCAAN0XH650543
93	2001 INTER UTIL, WH	1HTSDAAN61H369819
94	2001 INTER UTIL, WH	1HTSCABN91H293403
95	1992 GMC RBM, WH	1GDM7H1J5NJ519576
96	2001 INTER UTIL, WH	1HTSCABN81H320638
97	1997 INTER UTIL, WH	1HTSDAAR1VH488659
98	1984 FORD UTIL, WH	1FDXK87U9EVA18499
99	2000 FORD PICK, WH	1FDWF36SXYEB89690
100	1987 FORD STAK, WH	1FDJF37L3HKA70060
102	1997 FORD DUMP, WH	1FDKF37F4VEA52384
103	1997 FORD DUMP, WH	1FDKF37F9VEA72095
104	1997 FORD DUMP, WH	1FDKF37FXVEA52390
105	2001 INTER UTIL, WH	1HTSDAAR41H369823
106	1988 CURTI FLAT, YW	881056212E
109	2000 TO/BR TRLR, BK	1TBUT0716WV002611

WELSBACH ELECTRIC CORP. of L.I.

Equipment and Vehicle List

Vehicle #	Description	Vehicle ID #
110	1999 FRHT UTIL, WH	1FV6HFBAXXHA43047
112	1966 TRUCO TRLR,YW	1729
115	1999 FORD VAN, WH	1FTNE2420XHB18124
117	2000 FORD VAN, WH	1FTSE34LXYHB26864
118	2001 INTER UTIL, WH	1HTSCABN91H333284
119	2008 FORD UTIL, WH	1FDXF46R18EC85666
120	1989 BELSH FLAT, YW	16JF01215K1020736
121	2006 JTC TRLR, WH	JTC20067L5685R181
122	1988 CURTI LTRL, YW	881053912
123	2000 SHERM TRLR, YW	123WM1528Y1T24089
124	2006 JTCS TRLR, NO CL	JTC20067L5685R153
125	2001 INTER UTIL, WH	1HTSCABN91H333270
126	1994 FORD UTIL, YW	1FDLF47MXREA44238
128	1999 INTER T/CR, WH	1HTSCABN8XH688584
129	2001 INT UTIL, WH	1HTSDAAN01H356208
130	2006 FORD VAN, WH	1FTSE34L46HB44032
131	2006 FORD VAN, WH	1FTSE34L26DB45655
132	2008 FORD VAN, WH	1FTSE34L88DA41643
134	2002 FORD VAN, WH	1FDXF47S52ED11839
150	2004 FORD VAN, WH	1FTRE14W14HA14915
160	2001 FORD 4DSD, GL	1FAFP53U81A161747
163	2001 FORD PICK, GR	1FTNF21L01EC82248
170	1985 BUTLE FLAT, YW	1BUD14203F1004609
171	1992 CUSTO TRLR, OR	NY42003
177	2003 FORD VAN, WH	1FTSE34LX3HB80500
178	2003 FORD VAN, WH	1FTSE34L13HB80465
179	2003 FORD VAN, WH	1FTSE34L53HB60056
186	2012 FORD SUBN, BK	1FMCU9DG5CKA16566
187	2014 FORD SUBN, GY	1FMCU9G93EUE32085
188	2014 FORD SUBN, WH	1FMCU9GX2EUE05085

14. In what manner have you inspected this proposed work? Explain in detail.

We Currently Maintain The Traffic Signal Maintenance Under #T6225002H -And The Computer System Maintenance Under #H62-00001 E.

(use additional blank sheets if additional space is necessary)

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

All Work To Be Done In Accordance To The Contract Documents And The Latest Specifications Included With The Contract.

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

To Be Provided Upon Award

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term

See Attachment #3

NO TEXT ON THIS PAGE

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2014

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
MARSH USA, INC.
501 MERRITT 7
NORWALK, CT 06856
Attn: Emcor.Certrequest@marsh.com / Fax: 203-229-5787

134379-Welsb-CON-14-15

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Continental Casualty Company	20443
INSURER B :	American Casualty Company Of Reading, Pa	20427
INSURER C :	Transportation Insurance Co	20494
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
WELSBACH ELECTRIC CORP. OF L.I.
300 NEWTOWN ROAD
PLAINVIEW, NY 11803

COVERAGES CERTIFICATE NUMBER: NYC-006089689-31 REVISION NUMBER: 19

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			GL 4026755651	10/01/2014	10/01/2015	EACH OCCURRENCE	$	2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
	CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$	26,000
							PERSONAL & ADV INJURY	$	2,000,000
							GENERAL AGGREGATE	$	5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$	14,000,000
	POLICY [X] PRO-JECT LOC							$	
A	AUTOMOBILE LIABILITY			BUA 4026755696	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$	2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
							Auto Physical Damage	$	Included
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$	
	DED / RETENTION $							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 4026755684 (AOS)	10/01/2014	10/01/2015	X WC STATU-TORY LIMITS / OTH-ER		
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [N]	N/A		WC 4026755698 (CA)	10/01/2014	10/01/2015	E.L. EACH ACCIDENT	$	1,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below			WC 4026755670 (AZ, OR, WI)	10/01/2014	10/01/2015	E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
EVIDENCE OF COVERAGE

CERTIFICATE HOLDER

WELSBACH ELECTRIC CORP. OF L.I.
300 NEWTOWN ROAD
PLAINVIEW, NY 11803

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Heidi Bauermeister

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AGENCY CUSTOMER ID: 134379
LOC #: Norwalk

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, INC.	WELSBACH ELECTRIC CORP. OF L.I. 300 NEWTOWN ROAD PLAINVIEW, NY 11803
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Auto Physical Damage Comp / Coll Deductible $500

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims as applicable), insurer agrees to mail prior written notice of cancellation or material change to: Certificate Holder
Schedule
1. Number of days advance notice: For any statutorily permitted reason other than non-payment of premium, the number of days required for notice of cancellation as provided in paragraph 2 of either the Cancellation Common Policy Conditions or as amended by the applicable state cancellation endorsement is increased to the lesser of 60 days or the number of days required in a written contract.
For non-payment of premium, The greater of (1) the number of days required by state law or (2) the number of days required by written contract.
2. Name:
Notice will be mailed to: Certificate holder

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18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled "Qualifications and Responsibility of Bidders" and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

Joseph P. Florio
President/C.E.O.
August 18, 2015

NO TEXT ON THIS PAGE

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

(Form of affidavit where Bidder is a corporation)

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

Joseph P. Florio Being duly sworn, deposes and says:
That he resides at 1 Cypress Street,
in the City of Kings Point that he is the President/CEO of
Wesbath Electric Corp. of L.I.
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
this 18th day of August , 2015.

Notary

DARLENE KUMMER
Notary Public, State of New York
No. 01KU6096716
Qualified in Suffolk County
Commission Expires August 4, 2019

(Form of Affidavit where Bidder is a firm)

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

_____ Being duly sworn, deposes and says:
That he is a member of
the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

(Form of Affidavit where Bidder is a individual)

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

_____ Being duly sworn, deposes and says:
That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

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NOTICE OF AWARD

NO TEXT ON THIS PAGE

Contract ID#: CQFC16000001

E-190-16

Department: EM

E-190-16

Contract Details

SERVICE

NIFS ID #: CLEM16000001 NIFS Entry Date: 6/25/2016 Term: from 1/1/2016 to 12/31/2016

New ☐ Renewal ☐	
Amendment	☒
Time Extension	☐
Addl. Funds	☒
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☒	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor

Name	Vendor ID#
Vocational Education and Extension Board	116002404-01
Address	**Contact Person**
30 E. Cherry Street Hicksville, NY 11801	Philip Malloy
	Phone
	2-1702

County Department

Department Contact Thomas Delaney Financial System Administrator
Address 510 Grumman Rd. W. Bethpage, NY 11714
Phone 516-573-9600

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification		DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)*	☒ ☒	6/25/16		
	OMB	*NIFS Approval*	☐	7/7/16		Yes ☐ No ☐ Not required if blanket resolution
7/8/16	County Attorney	*CA RE&I Verification*	☑	7/8/16		
7/8/16	County Attorney	*CA Approval as to form*	☐	7/19/16		Yes ☒ No ☐
	LEG Legislative Affairs	*Fw'd Original K to CA*	☐			
	LEG Rules ☐/ Leg. ☐		☐			
	County Attorney	*NIFS Approval*	☐			
	County Comptroller	*NIFS Approval*	☐			
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐	7/21/16		

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JUL 25 P 5:17

Contract ID#: CQFC16000001

Department: EM

Contract Summary

Description: Vocational education and training services for Nassau County.

Purpose:
To provide training to volunteer firefighters, primary education students, senior citizens and other residents and employees of Nassau County.

Method of Procurement:
This service is proprietary in nature. There is only one organization capable of providing this service.

Procurement History:
VEEB has been providing training services for the County since 1962. Beginning in 1993, payment for these services has been done through personal services contracts.

Description of General Provisions:
VEEB shall provide fire safety training to primary education students and senior citizens as part of a public education program and provide training in fire suppression and control and other related duties and functions to entities including but not limited to Nassau County fire departments, the Nassau County Fire Marshal's office and volunteer ambulance corps.

Impact on Funding / Price Analysis:
Funding is being increased by $350,000.00 in grant funds to bring the total to $4,720,188.00.

Change in Contract from Prior Procurement:
Increase in funding.

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	
Resp:	
Object:	DE500
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal Pass Thru NYS	$350,000.00
State	$
Capital	$
Other	$
TOTAL	**$350,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	EMGRTEUX5FED DE500	$350,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	**$350,000.00**

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Thomas Delaney **Date:** 6/25/2016

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 7/25/16
Date	Date	*(For Office Use Only)* E #:

PR5254 (8/04)

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Vocational Education Extension Board (VEEB)

2. Dollar amount requiring NIFA approval: $ 350,000.00

Amount to be encumbered: $ 350,000.00

This is a ___ New Contract ___ Advisement ✓ Amendment

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

3. Contract Term: 1/1/2016 - 12/31/2016

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Add'l funding is needed to cover costs not encumbered by original contract.

4. Funding Source:

___ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

✓ Grant Fund (GRT)
Federal % 100
State % ___
County % ___

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

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

The additional funding being added to contract CQFC16000001 is provided by Homeland Security grant funds managed by the Office of Emergency Management. This investment will provide fire safety/fire suppression vocational education and training to volunteer firefighters, residents and employees of the County in accordance with National Incident Management System (NIMS) guidelines.

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

Nassau County Attorney as to form	___ Yes	___ No	___ N/A
Nassau County Committee and/or Legislature	___ Yes	___ No	___ N/A

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:

CLFC15000001 - 8/20/2015 - $300,000.00 (amendment to CQFC15000001)
CQFC16000001 - 2/16/2016 - $4,370,188.00

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.

Roseann Dallen 7/14/16

Signature Title Date

Print Name

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY OFFICE OF EMERGENCY MANAGEMENT AND NASSAU COUNTY VOCATIONAL EDUCATION AND EXTENSION BOARD

WHEREAS, the County has negotiated an amendment to a personal services agreement with Nassau County Vocational Education and Extension Board, increasing the total amount to be paid under the original Agreement, 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 authorize the County Executive to execute the said amended agreement with Nassau County Vocational Education and Extension Board.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Vocational Education Extension Board (VEEB)

CONTRACTOR ADDRESS: 30 E. Cherry Street, Hicksville, NY 11801

FEDERAL TAX ID #: 11-6002404

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____

_____ (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.

Department Head Signature

6/25/16

Date

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

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

None

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

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

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

Vendor: Vocational Education and Extension Board of Nassau County

Dated: 7/25/16

Signed:

Print Name: Philip F. Malloy, Jr.

Title: Board President

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Philip F. Malloy, Jr. Board President
   Date of birth 02/ 24/ 1962
   Home address 10 Commonwealth, Franklin Square, NY 11010
   City/state/zip
   Business address 30 E Cherry Street, Hicksville, NY 11801
   City/state/zip
   Telephone (516) 572-1700
   Other present address(es)
   City/state/zip
   Telephone
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 1/1/2013 Treasurer 7/1/2012
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer 8/1/2013 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.

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 not-for-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 details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

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

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

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

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

Sworn to before me this 23 day of July 2016

Notary Public

GODDESS ARNOLD
Notary Public - State of New York
NO. 01AR6092414
Qualified in Nassau County
My Commission Expires May 19, 2019

Vocational Education and Extension Board of Nassau County

Name of submitting business

Philip F. Malloy, Jr.

Print name

Signature

Board President

Title

7/23/16

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: _____

1) Proposer's Legal Name: Vocational Education and Extension Board of Nassau County

2) Address of Place of Business: 30 E Cherry Street, Hicksville, NY 11801

List all other business addresses used within last five years:
300 Winding Road, Old Bethpage, NY 11804; 899A Jerusalem Ave, Uniondale, NY 11553

3) Mailing Address (if different): _____

Phone : (516) 572-1700

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 040471328

5) Federal I.D. Number: 11-6002404

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ✓ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ___ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. _____

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

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ✓

If Yes, provide details for each such conviction _____

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

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

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

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

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

17) Conflict of Interest:

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

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

—— No conflict exists. _____

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

—— No conflict exists. _____

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

—— No conflict exists. _____

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

_____ No conflict exists. All potential new employees will be asked about any potential conflict of interest prior to being hired. Any new principal/board member will be asked the same. _____

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; 1928

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Nassau County

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

iv) State of incorporation (if applicable); New York

v) The number of employees in the firm; < 300

vi) Annual revenue of firm; Approximately $9 million

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business. 87 years

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

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

Company Nassau Community College

Contact Person Dawn Nolan

Address One Education Drive

City/State Garden City, NY

Telephone (516) 572-7300 ext. 24682

Fax # _____

E-Mail Address dawn.nolan@ncc.edu

Company Nassau Community College

Contact Person Dawn Nolan

Address One Education Drive

City/State Garden City, NY

Telephone (516) 572-7300 ext. 24682

Fax #

E-Mail Address dawn.nolan@ncc.edu

Company New York State Health Department

Contact Person Frances Lopez

Address 875 Central Avenue

City/State Albany, NY

Telephone (518) 402-0988

Fax #

E-Mail Address frances.lopez@health.ny.gov

CERTIFICATION

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

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

Sworn to before me this 23 day of July 2016

Notary Public

GODDESS ARNOLD
Notary Public - State of New York
NO. 01AR6092414
Qualified in Nassau County
My Commission Expires May 19, 2019

Name of submitting business: Vocational Education and Extension Board of Nassau County

By: Philip F. Malloy, Jr.
Print name

Signature

Board President
Title

7/23/16
Date

VOCATIONAL EDUCATION AND EXTENSION BOARD OF THE COUNTY OF NASSAU, NEW YORK

FINANCIAL STATEMENTS

Years Ended June 30, 2015 and 2014

TABLE OF CONTENTS

	Page
INDEPENDENT AUDITORS' REPORT	1-2
FINANCIAL STATEMENTS	
Statements of Financial Position	3
Statements of Activities and Changes in Net Assets (Deficit)	4-5
Statements of Functional Expenses	6-7
Statements of Cash Flows	8
Notes to Financial Statements	9-21
SINGLE AUDIT REPORTS	
Schedule of Expenditures of Federal Awards	22
Notes to Schedule of Expenditures of Federal Awards	23
Summary Schedule of Prior Audit Findings	24
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*	25-26
Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by OMB Circular A-133	27-28
Schedule of Findings and Questioned Costs	29-30

CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Vocational Education and Extension Board
of the County of Nassau, New York
Hicksville, New York

Report on the Financial Statements

We have audited the accompanying financial statements of the Vocational Education and Extension Board of the County of Nassau, New York (a nonprofit organization), which comprise the statements of financial position as of June 30, 2015 and 2014, and the related statements of activities and changes in net assets (deficit), functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

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 financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Vocational Education and Extension Board of the County of Nassau, New York's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Vocational Education and Extension Board of the County of Nassau, New York's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

ALBRECHT, VIGGIANO, ZURECK & COMPANY, P.C.

245 PARK AVENUE, 39TH FLOOR
NEW YORK, NY 10167
T: 212.792.4075

25 SUFFOLK COURT
HAUPPAUGE, NY 11788-3715
T: 631.434.9500 F: 631.434.9518

www.avz.com
INDEPENDENT MEMBER OF BKR INTERNATIONAL

Basis for Qualified Opinion

As explained in Note 12 to the financial statements, the Vocational Education and Extension Board of the County of Nassau, New York has not determined the liability for postemployment benefits other than pensions. Accounting principles generally accepted in the United States of America require employers to recognize an obligation for benefits provided to retired employees. The effects on the accompanying financial statements of the failure to record the obligation for benefits provided to retired employees have not been determined.

Qualified Opinion

In our opinion, except for the effects of the matter described in the Basis for Qualified Opinion paragraph, the financial statements referred to above present fairly, in all material respects, the financial position of the Vocational Education and Extension Board of the County of Nassau, New York as of June 30, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Emphasis of Matter – Change in Accounting Principle

As discussed in Note 2, the New York State Employees' Retirement System and the New York State Teachers' Retirement System ("the Systems") have implemented Governmental Accounting Standards Board ("GASB") Statement No. 67, *Financial Reporting for Pension Plans – an amendment of GASB Statement No. 25.* Beginning in 2015, VEEB is required to report prospectively as an asset and/or liability its portion of the collective net pension asset and/or liability of the Systems. In addition, VEEB is also required to report an other pension asset and/or liability for the effect of the net change in VEEB's proportionate share of the collective net pension asset and/or liability and difference during the measurement period between VEEB's contributions and its proportionate share of total contributions to the pension systems not included in pension expense. Also, included as an other asset is VEEB's contributions to the Systems subsequent to the measurement date. Implementation of these changes were prospectively applied, however, there was a cumulative effect of applying this change in accounting principle, which resulted in a $39,990 adjustment to beginning net assets (deficit). Our opinion is not modified with respect to this matter.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 13, 2016, on our consideration of the Vocational Education and Extension Board of the County of Nassau, New York's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Vocational Education and Extension Board of the County of Nassau, New York's internal control over financial reporting and compliance.

Albert, Vijjr, Zah & Lorry P.C.

Hauppauge, New York
January 13, 2016

VOCATIONAL EDUCATION AND EXTENSION BOARD
OF THE COUNTY OF NASSAU, NEW YORK
STATEMENTS OF FINANCIAL POSITION
June 30, 2015 and 2014

	2015	Restated 2014
ASSETS		
Current Assets:		
Cash and cash equivalents	$ 564,094	$ 979,523
Funds receivable	2,182,725	1,700,202
Prepaid expenses	111,616	106,969
Total Current Assets	2,858,435	2,786,694
Property and equipment, net	358,524	454,084
Other Assets:		
Net pension asset - proportionate share	705,632	47,988
Pensions	370,188	306,887
Total Assets	$ 4,292,779	$ 3,595,653
LIABILITIES AND NET ASSETS (DEFICIT)		
Current Liabilities:		
Notes payable	$ -0-	$ 5,000
Accounts payable and accrued expenses	126,682	148,320
Retirement payable	395,954	443,965
Unearned revenue	1,405,231	1,377,170
Compensated absences	186,987	259,321
Total Current Liabilities	2,114,854	2,233,776
Long-Term Liabilities:		
Deferred rent payable	35,438	12,021
Retirement payable	449,497	468,012
Compensated absences	1,333,997	1,461,175
Net pension liability - proportionate share	295,196	394,865
Pensions	484,227	-0-
Total Liabilities	4,713,209	4,569,849
Commitments and Contingencies		
Net Assets (Deficit):		
Unrestricted	(431,004)	(980,015)
Temporarily restricted	10,574	5,819
Total Net Assets (Deficit)	(420,430)	(974,196)
Total Liabilities and Net Assets (Deficit)	$ 4,292,779	$ 3,595,653

See notes to financial statements.

VOCATIONAL EDUCATION AND EXTENSION BOARD
OF THE COUNTY OF NASSAU, NEW YORK
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (DEFICIT)
Year Ended June 30, 2015

	2015		
	Unrestricted	Temporarily Restricted	Total
Revenue and Support:			
Student tuition	$ 2,445,790		$ 2,445,790
Seminar fees	708,810		708,810
Testing fees and transcripts	139,530		139,530
Grants, donations and other	330,806	$ 5,200	336,006
Interest	368		368
Local aid - County of Nassau	4,339,727		4,339,727
State aid	725,709		725,709
Net assets released from restrictions:			
Expiration of time and purpose restrictions	445	(445)	-0-
Total Revenue and Support	8,691,185	4,755	8,695,940
Expenses:			
Program services	7,808,698		7,808,698
Management and general	333,476		333,476
Total Expenses	8,142,174	-0-	8,142,174
Change in Net Assets	549,011	4,755	553,766
Net Assets (Deficit) at Beginning of Year, As Restated	(980,015)	5,819	(974,196)
Net Assets (Deficit) at End of Year	$ (431,004)	$ 10,574	$ (420,430)

See notes to financial statements.

VOCATIONAL EDUCATION AND EXTENSION BOARD
OF THE COUNTY OF NASSAU, NEW YORK
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (DEFICIT)
Year Ended June 30, 2014

	2014		
	Unrestricted	Temporarily Restricted	Total
Revenue and Support:			
Student tuition	$ 2,420,195		$ 2,420,195
Seminar fees	738,907		738,907
Testing fees and transcripts	175,778		175,778
Grants, donations and other	407,852		407,852
Interest	166		166
Local aid - County of Nassau	4,427,440		4,427,440
State aid	659,083		659,083
In-kind support and donations	214,243		214,243
Net assets released from restrictions:			
Expiration of time and purpose restrictions	822	$ (822)	-0-
Total Revenue and Support	9,044,486	(822)	9,043,664
Expenses:			
Program services	8,319,256		8,319,256
Management and general	702,022		702,022
Total Expenses	9,021,278	-0-	9,021,278
Change in Net Assets	23,208	(822)	22,386
Net Assets (Deficit) at Beginning of Year	(963,233)	6,641	(956,592)
Net Assets (Deficit) at End of Year, As Reported	(940,025)	5,819	(934,206)
Change in Accounting Principle	(39,990)	-0-	(39,990)
Net Assets (Deficit) at End of Year, As Restated	$ (980,015)	$ 5,819	$ (974,196)

See notes to financial statements.

VOCATIONAL EDUCATION AND EXTENSION BOARD
OF THE COUNTY OF NASSAU, NEW YORK
STATEMENT OF FUNCTIONAL EXPENSES
Year Ended June 30, 2015

	2015		
	Program Services	Management and General	Total
Salaries and administration	$ 4,840,755	$ 118,407	$ 4,959,162
Fringe benefits	1,870,267	111,475	1,981,742
Consultants and contractual services	106,943	14,978	121,921
Occupancy	158,414	12,889	171,303
Office and computer	30,893	28,281	59,174
Travel and transportation	30,277		30,277
Moving expenses		7,040	7,040
Supplies	100,813	412	101,225
Equipment purchases, rentals and maintenance	55,254	3,099	58,353
Communications and utilities	7,665	1,515	9,180
Sanitation	7,220		7,220
Insurance	91,375	15,350	106,725
Official functions	1,293	3,345	4,638
Memorial fund		445	445
Renovations and repairs	93,788	5,369	99,157
Educational costs	171,206		171,206
Dues and memberships	7,194	997	8,191
Advertising and promotion	3,156	2,923	6,079
Postage	5,322	1,496	6,818
Uniforms and clothing	40,360		40,360
Testing costs	1,082		1,082
Depreciation	176,696	3,396	180,092
Bank charges	8,154	2,059	10,213
Collection expense	571		571
Total Expenses	$ 7,808,698	$ 333,476	$ 8,142,174

See notes to financial statements.

VOCATIONAL EDUCATION AND EXTENSION BOARD
OF THE COUNTY OF NASSAU, NEW YORK
STATEMENT OF FUNCTIONAL EXPENSES
Year Ended June 30, 2014

	2014		
	Program Services	Management and General	Total
Salaries and administration	$ 4,865,489	$ 333,372	$ 5,198,861
Fringe benefits	2,181,415	300,779	2,482,194
Consultants and contractual services	75,710	2,056	77,766
Occupancy	211,558	21,094	232,652
Office and computer	37,332	18,198	55,530
Travel and transportation	20,324		20,324
Supplies	146,144	468	146,612
Equipment purchases, rentals and maintenance	131,304	12,976	144,280
Communications and utilities	8,711	2,770	11,481
Sanitation	5,345		5,345
Insurance	100,947	563	101,510
Official functions	3,401		3,401
Memorial fund	822		822
Renovations and repairs	40,489	6,411	46,900
Educational costs	201,009		201,009
Dues and memberships	23,090	60	23,150
Advertising and promotion	2,570	407	2,977
Postage	7,402	2,041	9,443
Uniforms and clothing	90,664		90,664
Testing costs	4,690		4,690
Depreciation	151,254	796	152,050
Bank charges	9,586	31	9,617
Total Expenses	$ 8,319,256	$ 702,022	$ 9,021,278

See notes to financial statements.

VOCATIONAL EDUCATION AND EXTENSION BOARD
OF THE COUNTY OF NASSAU, NEW YORK
STATEMENTS OF CASH FLOWS
Years Ended June 30, 2015 and 2014

	2015	2014
Cash Flows from Operating Activities:		
Change in net assets	$ 553,766	$ 22,386
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation	180,092	152,050
Donated equipment included in in-kind support and donations	-0-	(12,000)
Deferred rent	23,417	12,021
Pensions	(336,387)	-0-
(Increase) decrease in:		
Funds receivable	(482,523)	49,438
Prepaid expenses	(4,647)	2,318
Increase (decrease) in:		
Accounts payable and accrued expenses	(21,638)	81,058
Retirement payable	(66,526)	117,515
Unearned revenue	28,061	208,930
Compensated absences	(199,512)	(63,859)
Net Cash Provided (Used) by Operating Activities	(325,897)	569,857
Cash Flows from Investing Activities:		
Purchases of equipment	(84,532)	(434,858)
Net Cash Used by Investing Activities	(84,532)	(434,858)
Cash Flows from Financing Activities:		
Payments on debt	(5,000)	(5,000)
Net Cash Used by Financing Activities	(5,000)	(5,000)
Net Increase (Decrease) in Cash and Cash Equivalents	(415,429)	129,999
Cash and Cash Equivalents at Beginning of Year	979,523	849,524
Cash and Cash Equivalents at End of Year	$ 564,094	$ 979,523
Non-cash Investing and Financing Activities:		
The Organization acquired equipment as follows:		
Increases in equipment	$ 84,532	$ 446,858
Donated equipment included in In-Kind Support and Donations	-0-	(12,000)
Cash Paid	$ 84,532	$ 434,858

See notes to financial statements.

VOCATIONAL EDUCATION AND EXTENSION BOARD
OF THE COUNTY OF NASSAU, NEW YORK
NOTES TO FINANCIAL STATEMENTS
June 30, 2015 and 2014

Note 1 - Nature of Organization

The Vocational Education and Extension Board of the County of Nassau, New York ("VEEB"), a nonprofit quasi-governmental corporation, was organized in accordance with Article 23, Section 1101 of the State Education Law by the Nassau County Board of Supervisors on March 19, 1928. VEEB was formed to primarily engage in nursing and firematic education using the education model of an accredited institution.

Note 2 - Summary of Significant Accounting Policies

Basis of Presentation

These financial statements, which are presented on the accrual basis of accounting, have been prepared in order to focus on the VEEB as a whole and to present balances and transactions according to the existence or absence of donor-imposed restrictions. VEEB is required to report information regarding its financial position and activities according to three classes of net assets – permanently restricted, temporarily restricted or unrestricted.

Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified as follows:

Permanently Restricted Net Assets - Net assets subject to donor-imposed restrictions must be maintained permanently by VEEB, requiring that the principal be invested in perpetuity. Donors of these assets permit the institution to use all or part of the income earned on related investments for general or specific purposes. No permanent restrictions currently exist.

Temporarily Restricted Net Assets - Net assets subject to donor-imposed restrictions that may or will be met by actions of VEEB and/or the passage of time.

Unrestricted Net Assets - Net assets not subject to donor-imposed restrictions. This includes certain amounts designated by the Board of Directors for grants, endowment and other purposes.

Revenues

Revenues are reported as increases in unrestricted net assets unless the use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in unrestricted net assets. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor stipulation or by law. Expirations of temporary restrictions on net assets by fulfillment of the donor-stipulated purpose or by passage of the stipulated time period are reported as reclassifications between the applicable classes of net assets.

Contributed Services

Some volunteers have donated a limited amount of time to VEEB's program services. The value of these services has not been recorded in the accompanying financial statements, since they do not require a specialized skill, and therefore do not meet the criteria for recognition. VEEB had limited time from volunteers for the years ended June 30, 2015 and 2014.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

VOCATIONAL EDUCATION AND EXTENSION BOARD
OF THE COUNTY OF NASSAU, NEW YORK
NOTES TO FINANCIAL STATEMENTS
June 30, 2015 and 2014

Note 2 - Summary of Significant Accounting Policies (continued)

Cash Equivalents

VEEB considers all cash investments with an original maturity of three months or less to be cash equivalents. Cash equivalents consist solely of money market funds.

Income Taxes

VEEB, a nonprofit quasi-governmental organization operating under Section 501(c)(3) of the Internal Revenue Code is generally exempt from federal, state and local income taxes. Accordingly, no provision for income taxes is included in the financial statements.

VEEB accounts for the effect of any uncertain tax positions based on a "more likely than not" threshold to the recognition of the tax positions being sustained based on the technical merits of the position under scrutiny by the applicable taxing authority. If a tax position or positions are deemed to result in uncertainties of those positions, the unrecognized tax benefit is estimated based on a "cumulative probability assessment" that aggregates the estimated tax liability for all uncertain tax positions. Interest and penalties assessed, if any, are accrued as income tax expense. VEEB has identified its tax status as a tax exempt entity as a tax position; however, VEEB has determined that such tax position does not result in an uncertainty requiring recognition. In addition to its tax status, VEEB has other tax positions that have been determined to be highly certain and therefore no reserve for unrecognized tax liability is deemed necessary. VEEB is not currently under examination by any tax jurisdiction.

Contributions

Contributions, including unconditional promises to give, are recognized as revenues in the period received. Contributions, which impose restrictions that are met in the same year they are received, are included in unrestricted revenues. Conditional promises to give are recognized at the time when the conditions on which they depend are substantially met. Contributions of assets other than cash are recorded at their estimated fair value at the date of the gift. Contributions to be received after one year are discounted at an appropriate discount rate as of the date of the gift commensurate with the risks involved. Amortization of the discount is recorded as additional contribution revenue in accordance with donor-imposed restrictions, if any, on the contributions. An allowance for uncollectible contributions receivable is provided based upon management's judgment, including such factors as prior collection history, type of contribution, and nature of fund-raising activity. Management believes all amounts to be collectible and therefore no allowance was provided for the years ended June 30, 2015 and 2014.

Funds Receivable

VEEB conducts nursing and firematic education services at several facilities in New York State. Funds in the form of grants and contracts are received mainly from New York State as well as other governmental agencies. VEEB also receives private tuition and revenue from other sources. Funds receivable from governmental agencies are for costs incurred consisting of unreimbursed expenditures of the current year. Similarly, amounts due to governmental agencies may represent the excess of advances received over expenditures incurred. The acceptability of these amounts, as well as other expenditures of the program, is subject to final determination by the governmental funding source.

Funds receivable from tuition represent outstanding balances that are due from participating and non-participating students. The outstanding balances as of June 30, 2015 and 2014, were $1,381,643 and $1,008,030, respectively, for services receivable and $801,082 and $692,172, respectively for tuition receivable. Management believes that all outstanding funds receivable are collectible in full, therefore no allowances for uncollectible receivables have been provided for the years ended June 30, 2015 and 2014.

Note 2 - Summary of Significant Accounting Policies (continued)

Donated Property and Equipment

Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, VEEB reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. VEEB reclassifies temporarily restricted net assets to unrestricted net assets at that time. Property and equipment additions are reported at their original costs or their donated values. Depreciation is provided for over the estimated useful lives of the respective assets, using the straight-line method.

Property and Equipment

Property and equipment are recorded at cost net of accumulated depreciation. Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Depreciation is computed using the straight-line method over the estimated useful lives which range from three to seven years. Expenditures for maintenance and repairs which do not add to the economic life of the asset are expensed as incurred.

Impairment of Long-Lived Assets

VEEB reviews the carrying values of long-lived assets for possible impairment whenever events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable. Any long-lived assets held for disposal are reported at the lower of their carrying amounts or fair value less cost to sell. Management has determined that there have been no impairments of long-lived assets through June 30, 2015.

Unearned Revenue

Tuition fees and deposits which are received prior to a year-end but which relate to the following year are deferred and recognized as revenue in the following year, as educational services are provided.

Advertising

VEEB follows the policy of charging the costs of advertising to expense as incurred. Advertising expense for the years ended June 30, 2015 and 2014 were $6,079 and $2,977, respectively.

Expense Recognition and Allocation

The cost of providing VEEB's programs and other activities is summarized on a functional basis in the statement of activities and statement of functional expenses. Expenses that can be identified with a specific program or support service are charged directly to that program or support service. Costs common to multiple functions have been allocated among the various functions benefited, by evaluating time records, purpose, consumption of supplies, etc. to determine cost by function.

Management and general expenses include those costs that are not directly identifiable with any specific program, but which provide for the overall support and direction of VEEB.

Administrative Expense Reimbursements

It is the policy of the Board of Directors that a portion of VEEB's County Fund administrative budget be borne by the Education Programs. The amounts to be borne by the Education Programs were $175,000 and $375,200 for the years ended June 30, 2015 and 2014, respectively, and were applied against the intrafund accounts. All intrafund accounts have been eliminated in the financial statements.

VOCATIONAL EDUCATION AND EXTENSION BOARD
OF THE COUNTY OF NASSAU, NEW YORK
NOTES TO FINANCIAL STATEMENTS
June 30, 2015 and 2014

Note 2 - Summary of Significant Accounting Policies (continued)

Recent Accounting Pronouncements

The financial accounting and reporting principles currently adopted by VEEB which affect reported amounts, presentations and related disclosures are subject to change from time to time based on new pronouncement and/or rules issued by various governmental agencies. New pronouncements not yet in effect as of June 30, 2015, are not expected to have any significant impact on VEEB's financial position, results of operations, and cash flows.

Changes in Accounting Principles

The New York State Employees' Retirement System ("NYSERS") and the New York State Teachers' Retirement System ("NYSTRS") ("the Systems") has implemented Governmental Accounting Standards Board ("GASB") Statement No. 67, *Financial Reporting for Pension Plans – an amendment of GASB Statement No. 25.* VEEB's financial statements are prepared using the nonprofit reporting model prescribed by the Financial Accounting Standards Board ("FASB"). As a result of the changes made by the Systems, information needed to comply with ASC 715 Compensation – Retirement Benefits is now available to be reported by the VEEB. VEEB is now required to report as an asset and/or liability its portion of the collective net pension asset and/or liability of the Systems. In addition, VEEB is also required to report an other pension asset and/or liability for the effect of the net change in VEEB's proportionate share of the collective net pension asset and/or liability and difference during the measurement period between VEEB's contributions and its proportionate share of total contributions to the pension systems not included in pension expense. Also included as an other asset is VEEB's contributions to the Systems subsequent to the measurement date. Additional information on VEEB's retirement plans is shown in Note 8 to the financial statements. VEEB did not retroactively apply these changes and as a result, the cumulative effect of applying the change in accounting principles is shown as a $39,990 adjustment to the June 30, 2014 net assets (deficit). Additional information on the cumulative effect of the change in accounting principle is shown in Note 13 to the financial statements.

Subsequent Events

Management has evaluated subsequent events through the date of the report, which is the date the financial statements were available to be issued.

Note 3 - Prepaid Expenses

Prepaid expenses are advance payments for products or services that will be used in operations in subsequent periods or years. Prepaid expenses at June 30, 2015 and 2014 amounted to $111,616 and $106,969, respectively.

Note 4 - Property and Equipment

Property and equipment as of June 30, 2015 and 2014 consist of the following:

	2015	2014
Equipment, furniture and fixtures	$ 2,593,938	$ 2,642,071
Less: Accumulated depreciation	2,235,414	2,187,987
	$ 358,524	$ 454,084

VOCATIONAL EDUCATION AND EXTENSION BOARD
OF THE COUNTY OF NASSAU, NEW YORK
NOTES TO FINANCIAL STATEMENTS
June 30, 2015 and 2014

Note 5 - In-Kind Support

Through June 1, 2014, the County of Nassau paid the cost of leasing certain premises used by VEEB directly to the lessor. Occupancy costs had been calculated based on the square footage of the property. The County of Nassau also paid for all of the utility costs, including heat, electric, water and telephone incurred by VEEB. The breakdown of the costs provided by Nassau County as well as other in-kind support received is as follows:

	2015	2014
Utilities and communications	$ -0-	$ 35,243
Occupancy	-0-	167,000
Donated equipment	-0-	12,000
	$ -0-	$ 214,243

Note 6 - Notes Payable

Notes payable as of June 30, 2015 and 2014 consist of the following:

	2015	2014
Note payable in annual installments of $5,000, including interest at 0%, final payment made April 2015, collateralized by a Mack Ladder Truck.	$ -0-	$ 5,000
	$ -0-	$ 5,000

Note 7 - Temporarily Restricted Net Assets

Temporarily restricted net assets at June 30, 2015 and 2014 are available for the following purposes:

	2015	2014
NYS Grants	$ 318	$ 318
911 Memorial Fund	5,256	5,501
Capital One – FSA	5,000	-0-
	$ 10,574	$ 5,819

Note 8 - Retirement Plans

Plan Description

VEEB participates in the New York State Employees' Retirement System ("NYSERS") and the New York State Teachers' Retirement System ("NYSTRS") ("the Systems"). These are cost-sharing multiple employer, public employee retirement systems. The Systems offer a wide range of plans and benefits, which are related to years of service and final average salary, vesting of retirement benefits, death and disability.

VOCATIONAL EDUCATION AND EXTENSION BOARD
OF THE COUNTY OF NASSAU, NEW YORK
NOTES TO FINANCIAL STATEMENTS
June 30, 2015 and 2014

Note 8 - Retirement Plans (continued)

Provisions and Administration

The NYSERS provides retirement benefits as well as death and disability benefits. Obligations of employers and employees to contribute and benefits to employees are governed by the New York State Retirement and Social Security Law (NYSRSSL). As set forth in NYSRSSL, the Comptroller of the State of New York (Comptroller) serves as sole trustee and administrative head of the NYSERS. The Comptroller shall adopt and may amend rules and regulations for the administration and transaction of the business of the NYSERS and for the custody and control of its funds. The NYSERS issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to the NYSERS, 110 State Street, Albany, New York 12244 or from www.osc.state.ny.us/retire/publications/index.php.

The NYSTRS is administered by the New York State Teachers' Retirement Board. The System provides benefits to plan members and beneficiaries as authorized by the Education Law and the Retirement and Social Security Law of the State of New York. The NYSTRS issues a publicly available financial report that contains financial statements and required supplementary information for the System. The report may be obtained by writing to the NYSTRS, 10 Corporate Woods Drive, Albany, New York 12211.

Funding Policies

Plan members who joined the system before July 27, 1976 are not required to make contributions. Those joining after July 27, 1976 and before January 1, 2010 with less than ten years of membership are required to contribute 3% of their annual salary. Those joining on or after January 1, 2010 and before April 1, 2012 are required to contribute 3% of their salary for NYSERS members or 3.5% of their salary for NYSTRS members, throughout active membership. Those joining on or after April 1, 2012 are required to contribute between 3% and 6%, depending upon their salary, throughout active membership. For the NYSERS, the Comptroller shall certify annually the rates expressed as proportions of members' payroll annually, which shall be used in computing the contributions required to be made by employers to the pension accumulation fund. Pursuant to Article 11 of the Education Law, rates are established annually for NYSTRS by the New York State Teachers' Retirement Board.

VEEB's contributions made to the Systems were equal to 100% of the contributions required for each year. The required contributions for the current year and two preceding years were:

	NYSERS	NYSTRS
Years ending June 30, 2015	$ 652,886	$ 152,054
2014	732,348	126,552
2013	640,206	123,786

Chapter 260 of the Laws of 2004 of the State of New York allows local employers to bond or amortize a portion of their retirement bill for up to 10 years in accordance with the following schedule:

- For State fiscal year (SFY) 2004-05, the amount in excess of 7 percent of employees' covered pensionable salaries, with the first payment of those pension costs not due until the fiscal year succeeding that fiscal year in which the bonding/amortization was instituted.
- For SFY 2005-06, the amount in excess of 9.5 percent of employees' covered pensionable salaries.
- For SFY 2007-08, the amount in excess of 10.5 percent of employees' covered pensionable salaries.

VOCATIONAL EDUCATION AND EXTENSION BOARD
OF THE COUNTY OF NASSAU, NEW YORK
NOTES TO FINANCIAL STATEMENTS
June 30, 2015 and 2014

Note 8 - Retirement Plans (continued)

Funding Policies (continued)

The law requires participating employers to make payments on a current basis, while bonding or amortizing existing unpaid amounts relating to the NYSERS's years ended March 31, 2005 through 2008. The amount amortized, if any, will carry a fixed rate of interest of 5%. VEEB elected to amortize their "eligible" portion of pension contribution. The total eligible portion of the pension contribution amortized by VEEB during the year ended June 30, 2015, inclusive of interest was $17,138. The total unpaid amortization at June 30, 2015 was $2,345.

Chapter 57 of the Laws of 2010 of the State of New York allows local employers to amortize a portion of their retirement bill for up to 10 years in accordance with the following stipulations:

- For SFY 2010-11, the amount in excess of the graded rate of 9.5 percent of employees' covered pensionable salaries, with the first payment of those pension costs not due until the fiscal year succeeding that fiscal year in which the amortization was instituted.
- For subsequent SFY's, the graded rate will increase or decrease by up to one percent depending on the gap between the increase or decrease in the NYSERS's average rate and the previous graded rate.
- For subsequent SFY's in which the System's average rates are lower than the graded rates, the employer will be required to pay the graded rate. Any additional contributions made will first be used to pay off existing amortizations, and then any excess will be deposited into a reserve account and will be used to offset future increases in contributions rates.

The law requires participating employers to make payments on a current basis, while amortizing existing unpaid amounts relating to the NYSERS's years when the local employer opts to participate in the program. The total eligible portion of the pension contribution amortized by VEEB during the year ended June 30, 2015, inclusive of interest was $51,417. The total unpaid amortization at June 30, 2015 was $498,839.

Chapter 105 of the Laws of 2010 of the State of New York authorized local governments to make available a retirement incentive program with an estimated total cost to VEEB of $419,321 excluding interest. The cost of the program is billed and paid over five years at an interest rate of 7.5%. The total eligible portion of the retirement incentive amortized by VEEB during the year ended June 30, 2015, inclusive of interest was $96,411. The total unpaid amortization at June 30, 2015 was $89,684.

The total payments to be made by VEEB are as follows:

	Principal	Interest	Total
Years ending June 30, 2016	$ 141,371	$ 23,434	$ 164,805
2017	50,975	14,955	65,930
2018	52,663	13,266	65,929
2019	54,409	11,521	65,930
2020	56,213	9,718	65,931
Thereafter	235,237	20,044	255,281
	$ 590,868	$ 92,938	$ 683,806

In addition to the above, VEEB has recorded a Retirement Payable of $254,583 of which $100,154 is for the NYSERS and $154,429 is for the NYSTRS for the annual required contributions to those Systems.

VOCATIONAL EDUCATION AND EXTENSION BOARD
OF THE COUNTY OF NASSAU, NEW YORK
NOTES TO FINANCIAL STATEMENTS
June 30, 2015 and 2014

Note 8 - Retirement Plans (continued)

Pension Assets, Liabilities and Pension Expense

At June 30, 2015, VEEB reported the following asset/(liability) for its proportionate share of the net pension asset/(liability) for each of the Systems. The net pension asset/(liability) were measured as of March 31, 2015 for NYSERS and June 30, 2014 for NYSTRS. The total pension asset/(liability) used to calculate the net pension asset/(liability) was determined by an actuarial valuation. VEEB's proportion of the net pension asset/(liability) was based on a projection of VEEB's long-term share of contributions to the Systems relative to the projected contributions of all participating members, actuarially determined. This information was provided by the NYSERS and NYSTRS Systems in reports provided to VEEB.

	NYSERS	NYSTRS
Actuarial valuation date	April 1, 2014	June 30, 2013
Net pension asset/(liability)	$ (295,196)	$ 705,632
District's portion of the Plan's total net pension asset/(liability)	0.0087382%	0.0063350%

For the year ended June 30, 2015, VEEB's recognized pension expense (credit) of $306,170 for NYSERS and ($24,521) for NYSTRS. At June 30, 2015 VEEB's reported pensions - assets and pensions - liabilities from the following sources:

	Pensions - Assets		Pensions - Liabilities	
	NYSERS	NYSTRS	NYSERS	NYSTRS
Differences between expected and actual experience	$ 9,450	$ -0-	$ -0-	$ 10,319
Net difference between projected and actual earnings on pension plan investments	51,272	5,635	-0-	473,908
Changes in proportion and differences between VEEB's contributions and proportionate share of contributions	49,248	-0-	-0-	-0-
VEEB's contributions subsequent to the measurement date	100,154	154,429	-0-	-0-
Total	$ 210,124	$ 160,064	$ -0-	$ 484,227

VEEB's contributions subsequent to the measurement date which will be recognized as a reduction/increase of the net pension liability/asset in the year ended June 30, 2016. Other amounts reported as other assets or long-term liabilities related to pensions will be recognized in pension expense as follows:

	NYSERS	NYSTRS
Year ending June 30, 2016	$ 27,492	$ (119,022)
2017	27,492	(119,022)
2018	27,492	(119,022)
2019	27,494	(119,022)
2020	-0-	(545)
Thereafter	-0-	(1,959)

VOCATIONAL EDUCATION AND EXTENSION BOARD
OF THE COUNTY OF NASSAU, NEW YORK
NOTES TO FINANCIAL STATEMENTS
June 30, 2015 and 2014

Note 8 - Retirement Plans (continued)

Actuarial Assumptions

The total pension liability/asset as of the measurement date was determined by using an actuarial valuation as noted in the table below, with update procedures used to roll forward the total pension liability/asset to the measurement date.

Significant actuarial assumptions used in the valuations were as follows:

	NYSERS	NYSTRS
Measurement date	March 31, 2015	June 30, 2014
Actuarial valuation date	April 1 ,2014	June 30, 2013
Interest rate	7.5%	8%
Salary scale	4.9%	4.01% - 10.91%
Decrement tables	April 1, 2005 - March 31, 2010 System's Experience	July 1, 2005 - June 30, 2010 System's Experience
Inflation rate	2.7%	3.0%

For NYSERS, annuitant mortality rates are based on April 1, 2005 – March 31, 2010 System's experience with adjustments for mortality improvements based on MP-2014. For NYSTRS, annuitant mortality rates are based on July 1, 2005 – June 30, 2010 System's experience with adjustments for mortality improvements based on Society of Actuaries Scale AA.

For NYSERS, the actuarial assumptions used in the April 1, 2014 valuation are based on the results of an actuarial experience study for the period April 1, 2005 – March 31, 2010. For NYSTRS, the actuarial assumptions used in the June 30, 2013 valuation are based on the results of an actuarial experience study for the period July 1, 2005 – June 30, 2010.

The long term rate of return on pension plan investments was determined using a building block method in which best estimate ranges of expected future real rates of return (expected returns net of investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long term expected rate of return by weighting the expected future real rates of return by each the target asset allocation percentage and by adding expected inflation. Best estimates of the arithmetic real rates of return for each major asset class included in the target asset allocation are summarized below:

	NYSTRS		NYSERS	
	Target Allocation	Long-term Expected Rate of Return	Target Allocation	Long-term Expected Rate of Return
Asset type				
Domestic equity	37.0%	7.30%	38.0%	7.30%
International equity	18.0%	8.50%	13.0%	8.55%
Real estate	10.0%	5.00%	8.0%	8.25%
Alternative investments	7.0%	11.00%	19.0%	6.75-11.00%
Domestic fixed income securities	18.0%	1.50%		
Global fixed income securities	2.0%	1.40%		
Bonds and mortgages	8.0%	3.40%	18.0%	4.00%
Short-term		0.80%		
Cash			2.0%	2.25%
Inflation indexed bonds			2.0%	4.00%
	100.0%		100.0%	

VOCATIONAL EDUCATION AND EXTENSION BOARD
OF THE COUNTY OF NASSAU, NEW YORK
NOTES TO FINANCIAL STATEMENTS
June 30, 2015 and 2014

Note 8 - Retirement Plans (continued)

Discount Rate

The discount rate used to calculate the total pension liability was 7.5% for NYSERS and 8.0% for NYSTRS. The projection of cash flows used to determine the discount rate assumes that contributions from plan members will be made at the current contribution rates and that contributions from employers will be made at statutorily required rates, actuarially. Based upon the assumptions, the Systems' fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore the long term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Proportionate Share of the Net Pension Asset/(Liability) to the Discount Rate Assumption

The following presents VEEB's proportionate share of the net pension asset/(liability) calculated using the discount rate of 7.5% for NYSERS and 8.0% for NYSTRS, as well as what VEEB's proportionate share of the net pension asset/(liability) would be if it were calculated using a discount rate that is 1-percentage point lower (6.5% for NYSERS and 7.0% for NYSTRS) or 1-percentage point higher (8.5% for NYSERS and 9.0% for NYSTRS) than the current rate:

NYSERS	1% Decrease (6.5%)	Current Assumption (7.5%)	1% Increase (8.5%)
Employer's proportionate share Of the net pension asset/(liability)	$ (1,967,611)	$ (295,196)	$ 1,116,736

NYSTRS	1% Decrease (7.0%)	Current Assumption (8.0%)	1% Increase (9.0%)
Employer's proportionate share Of the net pension asset/(liability)	$ 15,221	$ 705,632	$ 1,293,958

Pension Plan Fiduciary Net Position

The components of the current-year net pension asset/(liability) of the employers as of the respective valuation dates, were as follows:

	(Dollars in Thousands) NYSERS	NYSTRS
Valuation date	April 1, 2014	June 30, 2013
Employers' total pension liability	$ (164,591,504)	$ (97,015,706)
Plan Fiduciary Net Position	161,213,259	108,155,083
Employers' net pension asset/(liability)	$ (3,378,245)	$ 11,139,377
Ratio of plan fiduciary net position to the Employers' total pension liability	97.95%	111.48%

VOCATIONAL EDUCATION AND EXTENSION BOARD
OF THE COUNTY OF NASSAU, NEW YORK
NOTES TO FINANCIAL STATEMENTS
June 30, 2015 and 2014

Note 8 - Retirement Plans (continued)

Payables to the Pension Plan

For NYSERS, employer contributions are paid annually based on the System's year which ends on March 31st. Accrued retirement contributions as of June 30, 2015 represent the projected employer contribution for the period of April 1, 2015 through June 30, 2015 based on paid NYSERS wages multiplied by the employer's contribution rate, by tier. Accrued retirement contributions as of June 30, 2015 amounted to $100,154.

For NYSTRS, employer and employee contributions for the year ended June 30, 2015 are paid to the System in September, October and November 2015 through a state aid intercept. Accrued retirement contributions as of June 30, 2015 represent employee and employer contributions for the fiscal year ended June 30, 2015 based on paid NYSTRS wages multiplied by the employer's contribution rate, and employee contributions for the year as reported to the NYSTRS System. Accrued retirement contributions as of June 30, 2015 amounted to $154,429.

Note 9 - Compensated Absences

Employees are entitled to paid vacations and sick days off, depending on length of service and other factors. Management has recorded an estimate of VEEB's liability for employee accrued sick and vacation time. At June 30, 2015 and 2014, the balance totaled $1,520,984 and $1,720,496, respectively. The liability is reported in the statement of financial position as follows:

	2015	2014
Current Liabilities	$ 186,987	$ 259,321
Long-Term Liabilities	1,333,997	1,461,175
	$ 1,520,984	$ 1,720,496

Note 10 - Concentration of Custodial and Credit Risk

Custodial Risk

Management believes that VEEB is not exposed to any significant risk of loss arising from the failure of the bank or financial institution because it is required under contract to make third party arrangements with certain banks to have compensating federal funds cover cash balances over the FDIC insurance limit. As of June 30, 2015 and 2014, the amounts in excess of FDIC limits that are covered by third party federally compensated balances amounted to $106,027 and $515,165, respectively.

Credit Risk

VEEB also has one contract with Nassau County, New York, which comprised 50% and 49% of the total support and 63% and 59% of funds receivable for the years ended June 30, 2015 and 2014, respectively.

Note 11 - Commitments and Contingencies

Commitments

VEEB leased a facility in East Meadow, New York under an operating lease agreement which expired in August 2013. Monthly rental payments under the lease were $11,679. The minimum annual rent paid was approximately $-0- and $18,000 for the years ended June 30, 2015 and 2014. The lease was not renewed subsequent to August 2013.

VOCATIONAL EDUCATION AND EXTENSION BOARD
OF THE COUNTY OF NASSAU, NEW YORK
NOTES TO FINANCIAL STATEMENTS
June 30, 2015 and 2014

Note 11 - Commitments and Contingencies (continued)

Commitments (continued)

VEEB leases a facility in Hicksville, New York for use by the Practical Nursing School and Administrative Offices. The lease provides for a rent concession during the first three months of the lease term. Rent expense is charged to operations ratable over the term of the lease, which results in deferred rent payable. This represents cumulative rent expense charged to operations from inception of the lease in excess of the required lease payment, which is included in long-term liabilities on the balance sheet. The minimum annual rent paid was approximately $144,000 and $12,000 for the years ended June 30, 2015 and 2014. The amount of deferred rent was approximately $35,000 and $12,000 at June 30, 2015 and 2014, respectively.

Future minimum lease payments are as follows:

Years ending June 30, 2016	$ 145,000
2017	145,121
2018	146,572
2019	148,038
2020	149,444
Thereafter	587,500
	$ 1,321,675

VEEB leases five copiers under operating lease agreements which expire on various dates through January 15, 2020. Rent payments are payable monthly. The minimum annual rent paid was approximately $30,000 and $62,000 for the years ended June 30, 2015 and 2014.

Several of the leases generally require additional payments for insurance, utilities and maintenance.

Future minimum lease payments are as follows:

Years ending June 30, 2016	$ 16,375
2017	16,375
2018	16,375
2019	8,268
2020	2,345
	$ 59,738

Contingencies

VEEB's operations are concentrated in the vocational education market. In addition, VEEB operates in a heavily regulated environment. The operations of VEEB are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies including but not limited to, the Federal and New York State Department of Education and the County of Nassau, New York. Such administration directives, rules and regulations are subject to change by an act of congress or an administrative change mandated by the Federal and/or New York State Department of Education and County of Nassau. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative change mandated by either the Federal and/or New York State Department of Education. Amounts received from various contracting agencies are subject to audit and potential adjustment by the contracting agencies. Any disallowed claims, including amounts already collected, would become a liability of VEEB if so determined in the future. It is management's belief that no material amounts received will be required to be returned in the future for which a provision has not already been made.

Various legal proceedings and claims are pending against VEEB. Although VEEB's liability with respect to such matters cannot be ascertained at June 30, 2015, in the opinion of management and counsel of VEEB, the ultimate liability, if any, from all pending legal proceedings and claims will not materially affect VEEB's financial position or the results of its operations.

VOCATIONAL EDUCATION AND EXTENSION BOARD
OF THE COUNTY OF NASSAU, NEW YORK
NOTES TO FINANCIAL STATEMENTS
June 30, 2015 and 2014

Note 12 - Postretirement Benefits Other Than Pensions

Accounting principles generally accepted in the United States of America requires employers to recognize an obligation for benefits provided to retired employees. VEEB provides postemployment medical and optical insurance benefits to substantially all retired full-time employees and their dependents. Retirees who have 10 years of service and attain age 55 are eligible to participate in the plan. It is not practicable for VEEB to reasonably estimate the amount of its obligation for postemployment benefits; accordingly, no liability for postemployment benefits has been recorded in the accompanying financial statements. VEEB's policy is to recognize the costs of such postemployment benefits when actually paid. The plan is not funded, and VEEB may modify or terminate the benefits in the future. Postemployment benefits expenses were $485,026 and $459,035 for the years ended June 30, 2015 and 2014, respectively.

Note 13 – Cumulative Effect of Change in Accounting Principle

For the fiscal year ended June 30, 2015, VEEB implemented FASB ASC 715 Compensation – Retirement Benefits. The implementation resulted in the reporting of pension assets, liabilities and pension expense related to VEEB's participation in the New York State Teachers' and Employees' Retirement Systems. VEEB's net assets (deficit) has been restated as follows:

Net assets (deficit) beginning of year, as reported		$ (934,206)
Implementation of Pension Standard ASC-715		
Beginning System asset - Teachers' Retirement System	$ 47,988	
Beginning System liability - Employees' Retirement System	(394,865)	
Beginning pensions - assets for contributions subsequent to the measurement date		
Teachers' Retirement System	152,054	
Employees' Retirement System	154,833	
		(39,990)
Net assets (deficit) beginning of year, as restated		$ (974,196)

SINGLE AUDIT REPORTS

VOCATIONAL EDUCATION AND EXTENSION BOARD
OF THE COUNTY OF NASSAU, NEW YORK
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended June 30, 2015

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Federal CFDA Number	Total Federal Expenditures
U.S. Department of Education:		
Direct Programs:		
Student Financial Aid Cluster:		
Federal Supplemental Educational Opportunity Grants	84.007	$ 24,423
Federal Pell Grant Program	84.063	574,917
Federal Direct Student Loans	84.268	941,601
Total Expenditures of Federal Awards		$ 1,540,941

See notes to schedule of expenditures of federal awards.

VOCATIONAL EDUCATION AND EXTENSION BOARD
OF THE COUNTY OF NASSAU, NEW YORK
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended June 30, 2015

Note 1 - Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") includes the federal award activity of the Vocational Education and Extension Board of the County of Nassau, New York ("VEEB") under programs of the federal government for the year ended June 30, 2015. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of VEEB, it is not intended to and does not present the financial position, changes in net assets, or cash flows of VEEB.

Note 2 - Summary of Significant Accounting Policies

A. Expenditures reported in the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

B. Pass-through entity identifying numbers are presented where available.

C. Matching costs (VEEB's share of certain program costs) are not included in the reported expenditures.

D. The amounts reported as federal expenditures were obtained from the federal financial reports for the applicable program and periods. The amounts reported in these reports are prepared from records maintained for each program, which are reconciled with VEEB's financial reporting system.

E. Federal grants received by VEEB are subject to audit and adjustment. If any expenditures are disallowed by the grantor agencies as a result of such an audit, the grantor agencies could make claims for reimbursement, which would become a liability of VEEB.

VOCATIONAL EDUCATION AND EXTENSION BOARD
OF THE COUNTY OF NASSAU, NEW YORK
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
Year Ended June 30, 2015

PRIOR YEAR FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARDS PROGRAMS AUDIT

None

CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Vocational Education and Extension Board
of the County of Nassau, New York
Hicksville, New York

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Vocational Education and Extension Board of the County of Nassau, New York (a nonprofit organization), which comprise the statement of financial position as of June 30, 2015, and the related statements of activities and changes in net assets (deficit), functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 13, 2016. The report was modified because the Vocational Education and Extension Board of the County of Nassau, New York has not determined the liability for postemployment benefits other than pensions in accordance with accounting principles generally accepted in the United States of America, which require the employers to recognize an obligation for benefits provided to retired employees. Except as discussed in the preceding sentence, we conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Vocational Education and Extension Board of the County of Nassau, New York's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Vocational Education and Extension Board of the County of Nassau, New York's internal control. Accordingly, we do not express an opinion on the effectiveness of the Vocational Education and Extension Board of the County of Nassau, New York's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Vocational Education and Extension Board of the County of Nassau, New York's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

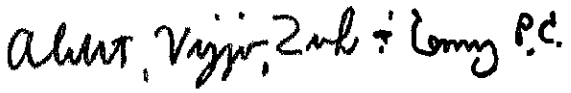
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Vocational Education and Extension Board of the County of Nassau, New York's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Vocational Education and Extension Board of the County of Nassau, New York's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Vocational Education and Extension Board of the County of Nassau, New York's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Hauppauge, New York
January 13, 2016

CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133

To the Board of Directors
Vocational Education and Extension Board
of the County of Nassau, New York
Hicksville, New York

Report on Compliance for Each Major Federal Program

We have audited the Vocational Education and Extension Board of the County of Nassau, New York's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the Vocational Education and Extension Board of the County of Nassau, New York's major federal programs for the year ended June 30, 2015. The Vocational Education and Extension Board of the County of Nassau, New York's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the Vocational Education and Extension Board of the County of Nassau, New York's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Vocational Education and Extension Board of the County of Nassau, New York's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Vocational Education and Extension Board of the County of Nassau, New York's compliance.

Opinion on Each Major Federal Program

In our opinion, the Vocational Education and Extension Board of the County of Nassau, New York complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2015.

Report on Internal Control over Compliance

Management of the Vocational Education and Extension Board of the County of Nassau, New York is responsible for establishing and maintaining effective internal control over compliance with the types compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Vocational Education and Extension Board of the County of Nassau, New York's internal control over compliance with the requirements that could have a direct and material effect on a major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Vocational Education and Extension Board of the County of Nassau, New York's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Albert, Vizzini, Zak & Conway P.C.

Hauppauge, New York
January 13, 2016

VOCATIONAL EDUCATION AND EXTENSION BOARD
OF THE COUNTY OF NASSAU, NEW YORK
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2015

Section I—Summary of Auditors' Results

Financial Statements

Type of auditors' report issued:		Modified
Internal control over financial reporting:		
• Material weakness(es) identified?	_____ yes	__X__ no
• Significant deficiency(ies) identified?	_____ yes	__X__ no
Noncompliance material to financial statements noted?	_____ yes	__X__ no

Federal Awards

Internal control over major programs:		
• Material weakness(es) identified?	_____ yes	__X__ no
• Significant deficiency(ies) identified?	_____ yes	__X__ no
Type of auditors' report issued on compliance for major programs:		Unmodified
Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of OMB Circular A-133?	_____ yes	__X__ no

Identification of major programs:

CFDA Number(s)	Name of Federal Program or Cluster
84.007	Federal Supplemental Education Opportunity Grants
84.063	Federal Pell Grant Program
84.268	Federal Direct Student Loans

Dollar threshold used to distinguish between type A and type B programs:	$300,000	
Auditee qualified as low-risk auditee?	__X__ yes	_____ no

VOCATIONAL EDUCATION AND EXTENSION BOARD
OF THE COUNTY OF NASSAU, NEW YORK
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2015

FINDINGS – FINANCIAL STATEMENT AUDIT

None

FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

COUNTY OF NASSAU

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

1. Name of the Entity: Nassau County Vocational Education & Extension Board

Address: 30 E Cherry Street

City, State and Zip Code: Hicksville, NY 11804-4302

2. Entity's Vendor Identification Number: 11-6002404

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp not-for-profit 501C3 public organization Other (specify)

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

Board President: Philip F Malloy, 10 Commonwealth Street, Franklin Square 11010

Board VP: Chris Shelton, 310 Perkins Avenue, Oceanside 11572

Board Clerk: Raymond F Maguire, 228 South Bayview Avenue, Freeport 11520

Board Deputy Clerk: Joseph A Bentivegna, 92 Hamlet Road, Levittown 11756

Board Member: Angelo Catalano, 573 Kingston Avenue, East Meadow 11554

Board Member: Ralph Esposito, 11 Eweler Avenue, Floral Park 11001

Board Member: Bernard Jaffe, 280 Guy Lombardo Avenue 5R, Freeport 11520

Board Member: Eugene Murray, 45 Southard Avenue, Rockville Centre 11570

Board Member: Keith Scalla, 230 Hamilton Avenue, Massapequa 11758

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

N/A

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.). 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, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

N/A

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

N/A

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

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

Dated: June 24, 2015

Signed: Mary Tyler

Print Name: Mary Tyler, CPA

Title: Treasurer

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.

AMENDMENT NO. 1

AMENDMENT, dated as of January 1, 2016 (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Office of Emergency Management, having its principal office at 510 Grumman Rd. W., Bethpage, New York 11714 (the "Department") and (ii) **Nassau County Vocational Education and Extension Board** a not for profit corporation, having its principal office at **30 E. Cherry Street, Hicksville, New York 11801** (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **CQFC16000001** between the County and the Contractor, executed on behalf of the County on February 16, 2016 (the "Original Agreement"), the Contractor performs certain vocational education and training for residents of Nassau County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2016 through December 31, 2016 (the "Original Term); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the agreement, as full compensation for the Services, is **Four Million, Four Hundred Twenty Thousand, One Hundred Eighty Eight Dollars ($4,370,188.00)** (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to increase the Maximum Amount under this Agreement;

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

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by **Three Hundred Fifty Thousand Dollars ($350,000.00)**, so that the Amended Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be **Four Million, Seven Hundred Twenty Thousand, One Hundred Eighty Eight Dollars ($4,720,188.00)** (the "Amended Maximum Amount").

2. Budget. The budget attached as the final page of the Original Agreement is amended to appear in its entirety as set forth in Exhibit A attached hereto (such amended budget, the "Amended Budget").

3. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the Contractor has executed this Amendment on _____ ____, 201___ and the County has executed this Agreement on the date first above written.

Nassau County Vocational Education and Extension Board

By: _____
Name: Philip Mallon Sr
Title: President of Board of Directors
Date: 6/28/16

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

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

On the 28th day of June in the year 2016 before me personally came PHILIP MACIOCE to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the ASST. DIST. of NASSAU VCB, 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.

#01AZA6113114

Eric Zausner
Notary Public, STATE OF NEW YORK
COMMISSION# 01AZA6113114
Qualified in Nassau County
Certificate filed in Saratoga, Warren Counties
My Commisson Expires 7/19/2018

NOTARY PUBLIC

2016

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

On the ____ day of _____ in the year 201__ 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

Edward P. Mangano
County Executive

Thomas E. Tilley
Chief Fire Marshal

Nassau County Fire Commission
Office of Fire Marshal
1194 Prospect Avenue
Westbury, New York 11590-2723
(516) 573-9900

CQFC16000001
CLEM16000001

INTER-DEPARTMENTAL MEMO

To: GEORGE MARAGOS, COUNTY COMPTROLLER

FROM: SCOTT D. TUSA, CHIEF FIRE MARSHAL

DATE: JANUARY 6, 2016

SUBJECT: EXECUTIVE ORDER #1 -1993, VOCATIONAL, EDUCATIONAL AND EXTENSION BOARD

Pursuant to Executive Order No. 1 of 1993:

The Vocational, Education and Extension Board is a not for profit organization that provides training services for the residents of Nassau County and the 71 volunteer fire departments of the County.

This training for the fire service is done at the Fire Service Academy in Bethpage. The service they provide is unique and there is no other agency that provides this training.

Scott D. Tusa
Chief Fire Marshal

SDT:bl

Edward P. Mangano
County Executive

Scott D. Tusa
Chief Fire Marshal

Nassau County Fire Commission
Office of Fire Marshal
1194 Prospect Avenue
Westbury, New York 11590-2723
(516) 573-9900

CQFC.16.000001
CLEM16000001

INTER-DEPARTMENTAL MEMO

TO: NASSAU LOCAL 830, CSEA

FROM: SCOTT D. TUSA, CHIEF FIRE MARSHAL

DATE: JANUARY 08, 2016

SUBJECT: SECTION 32 PROCEDURE

Please be advised that this office intends to contract with Vocational Educational and Extension Board, 30 East Cherry Street, Hicksville, New York 11801 in the amount of $4,370,188.00. The term of the Contract is from January 1, 2016 to December 31, 2016.

The purpose of this contract is to provide training services for the 71 volunteer fire departments of Nassau County. In view of the above circumstance, please advise pertaining to Section 32.

Scott D. Tusa
Chief Fire Marshal

VEEB - Section 32 CSEA

E-28-16

Contract ID#:

Department: Fire Commission

Contract Details

SERVICE ____

NIFS ID #: CQFC16000001 NIFS Entry Date: 01/11/2016 Term: from 01/01/2016 to 12/31/2016

New ☒ Renewal ☐	1) Mandated Program	Yes ☒ No ☐
Amendment ☐	2) Comptroller Approval Form Attached	Yes ☒ No ☐
Time Extension ☐	3) CSEA Agreement § 32 Compliance Attached:	Yes ☒ No ☐
Addl. Funds ☐	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒ No ☐
Blanket Resolution ☐	5) Insurance Required	Yes ☒ No ☐
RES # ____		

Agency Information

Vendor	
Name	Vendor ID#
Vocational Education & Extension Board	11-6002404
Address	Contact Person
30 East Cherry Street	Philip Maloy
Hicksville, New York 11801	Phone
____	516-572-1702

County Department
Department Contact
Scott D. Tusa, Chief Fire Marshal
Address
1194 Prospect Avenue, Westbury, New York 11590
Phone
516-573-9991

Routing Slip

Date Rec'd	Department	Internal Verification	Date Appv'd & Fw'd	Signature	Legal Approval Required
1/11/16	Department	NIFS Entry (Dept) ☒ NIFS Appvl (Dept Head) ☒ Contractors Registered ____	1/11/16		
	OMB	NIFS Approval Contractor Registered ☐	1/14/16		Yes ☒ No ☐ Not required if blanket resolution
1/14/16	County Attorney	CA RE & Insurance Verification ☑	1/14/16		
1/19/16	County Attorney	CA Approval as to form ☑	1/15/16		Yes ☒ No ☐
	Legislative Affairs	Fw'd original contract to CA ☐	1/16/16	Concetta A Robinson	
	County Attorney	NIFS Approval ☐	1/20/2016		
	Comptroller	NIFS Approval ☑	2/10/16		
1/15/16	County Executive	Notorization ☐ Filed with Clerk of Leg. ☐	1/15/16		

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN 15

PR5424 (1/06)

CQFC.16000001

Contract ID#:

Department: Fire Commission

Contract Summary

Description: Training of firefighters for 2016

Purpose: Training of firefighters for the 71 volunteer fire departments in Nassau County

Method of Procurement: This service is proprietary in nature. There is only one organization capable of providing this service. Sole Source Provider

Procurement History: Training of firefighters by VEEB has been done since 1962. In 1993 the means of financing this training has been done by means of a personal service contract.

Description of General Provisions: VEEB shall provide fire safety trianing to primary education students and senior citizens as part of a public education program, also provide training in fire suppression and control and other related duties and functions to the Nassau County fire departments, the Nassau County Fire Marshal's office and the volunteer Ambulance Corps

Impact on Funding / Price Analysis: change in funding from last year (2015) from $4,420,188.00 to $4,370,188.00 - a decrease of $50,000.00

Change in Contract from Prior Procurement: none

Recommendation: (approve as submitted)

Advisement Information

Budget Codes	
Fund	FC
Control	10
Resp.	1100
Object	DE500
Transaction	

Funding Source	Amount
Revenue Contract	
County	4370188.00
Federal	
State	
Capital	
Other	
Total	4370188.00

Line	Index/Object Code	Amoun
1	FCFCF1100 DE500	$ 4370188.
2		$
3		$
4		$
5		$
6		$
	Total	$ 4370188.

1/14/16

Renewal	
% Increase	
% Decrease	

Document Prepared by: Scott D. Tusa Date 1/08/2016

NIFS Certification	Comptroller Certification	County Executive Approval
I certify That This document was accepted into NIFS	I certify that an ~~unencumbered~~ balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/15/16
Date 2/11/16	Date 2/10/16	*(For Office Use Only)*

E#:

PR5254 (1/06)

E-28-16

RULES RESOLUTION NO 28 – 2016

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 FIRE COMMISSION AND THE NASSAU COUNTY VOCATIONAL EDUCATION AND EXTENSION BOARD

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-25-16
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with the Nassau County Vocational Education and Extension Board to provide vocational education and training for residents of Nassau County, 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 authorize the County Executive to execute the said agreement with Nassau County Vocational Education and Extension Board

RULES RESOLUTION NO. – 2016

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 FIRE COMMISSION AND THE NASSAU COUNTY VOCATIONAL EDUCATION AND EXTENSION BOARD

WHEREAS, the County has negotiated a personal services agreement with the Nassau County Vocational Education and Extension Board to provide vocational education and training for residents of Nassau County, 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 authorize the County Executive to execute the said agreement with Nassau County Vocational Education and Extension Board

George Maragos
Comptroller

CQFC16000001

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: Vocational Education Extension Board (VEEB)

CONTRACTOR ADDRESS: 30 E. Cherry St. Hicksville NY 11801

FEDERAL TAX ID #: 11-6002404

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 March 20, 2009. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 28, 2009. Five (5) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

CQFC16000001

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.

CQFC16000001

☐ **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.

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 the 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.

Scott D. Tuma

Department Head Signature

1-6-16

Date

NOTE: *Any information requested above, or in the exhibit below, may be included in the county's*

Edward P. Mangano
County Executive

Thomas E. Tilley
Chief Fire Marshal

Nassau County Fire Commission
Office of Fire Marshal
1194 Prospect Avenue
Westbury, New York 11590-2723
(516) 573-9900

CQFC16000001

INTER-DEPARTMENTAL MEMO

To: GEORGE MARAGOS, COUNTY COMPTROLLER

FROM: SCOTT D. TUSA, CHIEF FIRE MARSHAL

DATE: JANUARY 6, 2016

SUBJECT: EXECUTIVE ORDER #1 -1993, VOCATIONAL, EDUCATIONAL AND EXTENSION BOARD

Pursuant to Executive Order No. 1 of 1993:

The Vocational, Education and Extension Board is a not for profit organization that provides training services for the residents of Nassau County and the 71 volunteer fire departments of the County.

This training for the fire service is done at the Fire Service Academy in Bethpage. The service they provide is unique and there is no other agency that provides this training.

Scott D. Tusa
Chief Fire Marshal

SDT:bl

Edward P. Mangano
County Executive

Scott D. Tusa
Chief Fire Marshal

Nassau County Fire Commission
Office of Fire Marshal
1194 Prospect Avenue
Westbury, New York 11590-2723
(516) 573-9900

CQFC.16 000001

INTER-DEPARTMENTAL MEMO

TO: NASSAU LOCAL 830, CSEA

FROM: SCOTT D. TUSA, CHIEF FIRE MARSHAL

DATE: JANUARY 08, 2016

SUBJECT: SECTION 32 PROCEDURE

Please be advised that this office intends to contract with Vocational Educational and Extension Board, 30 East Cherry Street, Hicksville, New York 11801 in the amount of $4,370,188.00. The term of the Contract is from January 1, 2016 to December 31, 2016.

The purpose of this contract is to provide training services for the 71 volunteer fire departments of Nassau County. In view of the above circumstance, please advise pertaining to Section 32.

Scott D. Tusa
Chief Fire Marshal

VEEB - Section 32 CSEA

This Agreement, dated as of _____, 2016 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement") is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York, 11501 (the "County"), acting on behalf of the County Department of Fire Commission, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Nassau County Vocational Education and Extension Board, a not for profit corporation having its principal office at 30 East Cherry Street, Hicksville, New York 11801 (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;

WHEREAS, in order to meet the needs of the Contractor, the County has always and will continue to provide an advance payment; and

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

1. Term. This Agreement shall commence on January 1, 2016, and terminate on December 31, 2016, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The Services to be provided by the Contractor under this Agreement shall consist of certain vocational education and training for residents of Nassau County, to include but not be limited to the training of primary education students and senior citizens as part of a public education program in fire safety, members of Nassau County Fire Departments, in fire suppression and control and other related duties and functions as part of emergency response, Volunteer Ambulance Corps and Employees of the Office of the Fire Marshal.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement, shall be **FOUR MILLION, THREE HUNDRED SEVENTY THOUSAND, ONE HUNDRED AND EIGHTY-EIGHT ($4,370,188.00)** payable as follows: payments shall be for actual services provided and shall be made pursuant to invoices submitted by the Contractor for invoices submitted during the term of the Agreement commencing January 1, 2016. Payments shall be on a reimbursement basis monthly in arrears. However, an advance payment of **Seven Hundred Fifty Thousand Dollars ($750,000)** shall be made by the County to VEEB no later than January 31, 2016 in order for VEEB to meet its cash obligations in a timely, legal, and efficient manner.

(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) Reconciliation; Rollover; Reimbursement Upon Termination. On or before the last day of the third (3rd) month following the termination or expiration of this Agreement, the Contractor shall file with the Department, in duplicate, certified reconciliation reports which shall in each case include a complete accounting of all monies received and expenditures made during the term of this Agreement. Any funds remaining unexpended shall be paid to the County simultaneously with the filing of the reconciliation report. Funds for one Agreement year shall not be applied to or utilized for a different Agreement. Payment to the Contractor following termination or expiration of

this Agreement shall not exceed authorized expenditures made prior to termination or expiration.

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 obligations, (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, discrimination, living wage, disclosure of information, and vendor registration, 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 Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws,

ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended:

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

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of

Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action, as it deems appropriate.

7. Minimum Service Standard. Regardless of whether required by Law: (a) The Contractor shall, and shall cause the 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 the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings, which may be brought 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 an action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and or a Contractor Agent in connection with this Agreement.

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

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 claim, (iii) compensation insurance for the benefit of the

Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Sub Contractor. 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 (ii) in form and substance 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 provision required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Charge; 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 County 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 Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's rights 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 if 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. Limitation 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 actions 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 with 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 the 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 the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola,, New York 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. (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 provisions 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 terms of this Agreement shall be read together as not conflicting.

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 supercedes all prior Agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

20. 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 for the state and/or federal government.

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

VOCATIONAL EDUCATION AND EXTENSION BOARD

By: _____

Name: Philip F. Malloy, Jr.

Title: Board President

Date: October 30, 2015

NASSAU COUNTY

By: _____

Name: Charles Rizzuto

Title: Deputy County Executive

Date: 2/16/16

PLEASE EXECUTE IN BLUE INK

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

On the 30th day of October in the year 2015 before me personally came Philip F. Malloy, Jr to me personally known who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the President of VOCATIONAL EDUCATION AND EXTENSION BOARD, 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.

JUDITH N. ROSEN
Notary Public, State Of New York
No.01RO6070692
Qualified In Nassau County
Commission Expires March 4, 20 18

Judith N. Rosen
NOTARY PUBLIC

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

On the 16 day of Feb'16 in the year 2016 before me personally came Charles Ribando to me personally known, who, being by me sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the 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

Brian R. Nevin

BRIAN R. NEVIN
Notary Public, State of New York
Registration #01NE6188908
Qualified In Nassau County

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so

that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

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

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such

modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

   Philip F. Malloy, Jr. (Name)

   30 E Cherry St., Hicksville NY 11801 (Address)

   (516) 572-1702 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

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

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

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

_____

_____

_____

_____

_____

_____

_____

_____

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

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

October 30, 2015
Dated

Signature of Chief Executive Officer

Philip F. Malloy, Jr.
Name of Chief Executive Officer

Sworn to before me this

30th day of October, 2015.

Judith N. Rosen
Notary Public

JUDITH N. ROSEN
Notary Public, State Of New York
No. 01RO6070692
Qualified In Nassau County
Commission Expires March 4, 2018

VOCATIONAL EDUCATION AND EXTENSION BOARD
County of Nassau
30 E Cherry Street
Hicksville, NY 11801-4302
516-572-1700

Board of Directors
Philip F. Malloy, Jr., President
Christopher P. Shelton, Vice President
Raymond F. Maguire, Clerk
Joseph A. Bentivegna, Deputy Clerk
Angelo M. Catalano
Ralph Esposito
Bernard P. Jaffe
Eugene J. Murray
Keith Scalia

ACORD

CERTIFICATE OF LIABILITY INSURANCE

6/17/2015

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	HUBBINETTE-COWELL ASSOC INC 1003 Park Blvd, #3 Massapequa Park, NY 11762-2777
CONTACT NAME:	
PHONE (A/C, No, Ext):	(516)795-1330
FAX (A/C, No):	(516)795-5101
E-MAIL ADDRESS:	info@hubbinette-cowell.com
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	AMERICAN ALTERNATIVE INS. CORP. 19720
INSURER B :	PERMA
INSURER C :	MEDPRO RRG
INSURER D :	
INSURER E :	
INSURER F :	
INSURED	VOCATIONAL EDUCATION & EXTENSION BOARD, NASSAU COUNTY 30 EAST CHERRY STREET HICKSVILLE, NY 11801

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			VFISTR2061617-08	01/01/16	01/01/17	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS / X SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			VFISTR2061617-08	01/01/16	01/01/17	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			VFISTR2061617-08	01/01/16	01/01/17	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) / N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC0001198-09	01/01/16	01/01/17	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROFESSIONAL LIABILITY POLICY			L19426	09/01/15	09/01/16	$1,000,000 EACH OCCUR. $6,000,000 AGGREGATE	

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

PROOF OF INSURANCE. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS PER FORM #VGL101.

CERTIFICATE HOLDER

NASSAU COUNTY
ONE WEST STREET
MINEOLA, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paul A. Cowell Jr.

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OBLIGATION BUDGET
CONTROLL CENTER SUMMARY

FUND	DEPARTMENT	CONTROLL CENTER	NUMIS CODE	FISCAL YEAR
	VOCATIONAL EDUCATION & EXTENSION BOARD 30 E Cherry Street, Hicksville, NY 11801-4302			**2016**

OBJ CLASS	OBLIGATIONS	ORIGINAL TOTAL	ADJUSTMENT 1-Jun	REVISED	RESPONSIBILITY CENTERS (name & number)					
	Personal Service									
AA	Salaries	2,000,000.00	-	2,000,000.00						
AB	Fringe Benefits	2,220,188.00		2,220,188.00						
	Subtotal	4,220,188.00		4,220,188.00						
	Other Than Personnel Service									
BB	Equipment									
CC	Materials & Supplies									
DD	General Expenses	75,000.00		75,000.00						
DE	Contractual Services	75,000.00		75,000.00						
DF	Utilities									
HH	Interfund Charges									
	Subtotal	150,000.00		150,000.00						
	All Other									
	TOTAL OBLIGATIONS	4,370,188.00	-	4,370,188.00						

COUNTY OF NASSAU

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

1. Name of the Entity: Nassau County Vocational Education & Extension Board

Address: 30 E Cherry Street

City, State and Zip Code: Hicksville, NY 11804-4302

2. Entity's Vendor Identification Number: 11-6002404

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp not-for-profit 501C3 public organization Other (specify)

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

Board President: Philip F Malloy, 10 Commonwealth Street, Franklin Square 11010

Board VP: Chris Shelton, 310 Perkins Avenue, Oceanside 11572

Board Clerk: Raymond F Maguire, 228 South Bayview Avenue, Freeport 11520

Board Deputy Clerk: Joseph A Bentivegna, 92 Hamlet Road, Levittown 11756

Board Member: Angelo Catalano, 573 Kingston Avenue, East Meadow 11554

Board Member: Ralph Esposito, 11 Eweler Avenue, Floral Park 11001

Board Member: Bernard Jaffe, 280 Guy Lombardo Avenue 5R, Freeport 11520

Board Member: Eugene Murray, 45 Southard Avenue, Rockville Centre 11570

Board Member: Keith Scalia, 230 Hamilton Avenue, Massapequa 11758

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

N/A

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.). 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, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

N/A

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

N/A

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

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

Dated: June 24, 2015

Signed: Mary Tyler

Print Name: Mary Tyler, CPA

Title: Treasurer

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.

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 – 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 – 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 – 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 – 2015 remain in full force and effect.

Dated: May 29, 2015

EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

E-28-15

COUNTY OF NASSAU

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

1. Name of the Entity: Nassau County Vocational Education & Extension Board

Address: 30 E Cherry Street

City, State and Zip Code: Hicksville, NY 11801-4302

2. Entity's Vendor Identification Number: 11-6002404

3. Type of Business: X Public Corp ___Partnership ___Joint Venture

___Ltd. Liability Co ___Closely Held Corp _____Other (specify)

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

Board President: Philip F Malloy, 10 Commonwealth Street, Franklin Square 11010

Board VP: Chris Shelton, 310 Perkins Avenue, Oceanside 11572

Board Clerk: Raymond F Maguire, 228 South Bayview Avenue, Freeport 11520

Board Deputy Clerk: Joseph A Bentivegna, 92 Hamlet Road, Levittown 11753

Board Member: Ralph Esposito, 11 Eweler Avenue, Floral Park 11001

Board Member: Bernard Jaffe, 280 Guy Lombardo Avenue 5R, Freeport 11520

Board Member: Eugene Murray, 45 Southard Avenue, Rockville Centre 11570

Board Member: Angelo Catalano, 573 Kingston Avenue, East Meadow 11554

Board Member: Keith Scalia, 230 Hamilton Avenue, Massapequa 11758

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.

N/A

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.). The term "lobbyist" means any and every person or organization retained. employed or designated by any client to influence - or promote a matter before - Nassau County. its agencies. boards. commissions. department heads. legislators or committees. including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include. but are not limited to. requests for proposals. development or improvement of real property subject to County regulation. procurements. The term "lobbyist" does not include any officer. director. trustee. employee. counsel or agent of the County of Nassau. or State of New York. when discharging his or her official duties.

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

None

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

N/A

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

N/A

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

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

Dated: 1/15/2016

Signed: [signature]

Print Name: Mary Alice Tyler

Title: Treasurer

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.

Contract ID#: CQAT14000022

Department: County Attorney

E-188-16

Contract Details

SERVICES: Outside Counsel

NIFS ID #: CLAT16000027 NIFS Entry Date: 07/18/2016 Term: January 29, 2014 – January 28, 2017

New ☐ Renewal ☒	
Amendment #1 ☒	
Time Extension ☒	
Addl. Funds ☒	
Blanket Resolution ☐ RES# _____	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor		County Department
Name: Rivkin Radler, LLP	Vendor ID#: 111853927	Department Contact: Jaclyn Delle
Address: 926 RXR Plaza, Uniondale, New York 11556	Contact Person: William Savino	Address: 1 West St. Mineola, New York 11501
	Phone: (516) 357-3349	Phone: (516) 571-3034

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐		[signature]	
	OMB	*NIFS Approval* ☐	7/19/16	[signature]	Yes ☐ No ☐ Not required if blanket resolution
	County Attorney	*CA RE&I Verification* ☑	7/20/16	[signature]	
	County Attorney	*CA Approval as to form* ☑	7/20/16	[signature]	Yes ☑ No ☐
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐			
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	County Comptroller	*NIFS Approval* ☐			
7/22/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	7/22/16	[signature]	

RECEIVED NASSAU COUNTY CLERK OF THE LEGISLATURE JUL 25 P 2:22

PR5254 (8/04)

E-188-10
011-881-3

Contract ID#: CQAT14000022

Department: County Attorney

Contract Summary

Description: Amendment #1 to outside counsel contract.

Purpose: This is an amendment to an outside counsel contract to represent the County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the following areas of law in which the Department has determined Counsel to be qualified: Health Law; Insurance Law; Land Use; Zoning; Construction Litigation; Appellate; Bankruptcy Law; Election Law; Employment and Labor Law; Commercial Litigation; Real Property Transactions; Tax Certiorari (SCAR); Tort Law; and Commercial Transactions. Counsel was initially assigned the case Daniel Russell v. County of Nassau, Nassau County Commission on Human Rights, Todd Goldfarb, in his individual and official capacity, Director of Personnel of Nassau County Commission on Human Rights, Nassau County Civil Service Commission, Karle Kampe, in his individual and official capacity, Commissioner of Nassau County Civil Service Commission, Index # CV-07-1686. This matter is being resolved by settlement. The amendment renews and extends the contract for two years and increases the maximum amount by $101,000.

Method of Procurement: Contract amendment. See procurement history below.

Procurement History: A Request for Qualification was issued and a panel established. The firm Rivkin Radler, LLP has been added to this panel. The firm has been determined to be qualified by the Department in the areas of law listed above and assigned the case provided above, after a review of the panel, based on the firm's experience, expertise in the subject matters, and availability. The rates reflect the updated panel rates and are backdated to the start of this agreement given the type of work initially assigned and the expertise involved in order to justify the higher rates before the new panel rates were in effect.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $101,000.00 maximum increase; this increases the total maximum amount of the contract to $125,900.00.

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$101,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$101,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$101,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$101,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 7/22/14
Date	Date	(For Office Use Only) E #:

PR5254 (8/04)

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Rivkin Radler, LLP (CLAT16000027)

2. Dollar amount requiring NIFA approval: $ 101,000.00

Amount to be encumbered: $ 101,000.00

This is a ___ New Contract ___ Advisement ✓ Amendment

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

3. Contract Term: 01/29/2014-01/28/2017

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Counsel is continuing services as amendment is sent for approvals.

4. Funding Source:

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

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

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

This is an amendment to an outside counsel contract to represent the County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the following areas of law in which the Department has determined Counsel to be qualified: Health Law; Insurance Law; Land Use; Zoning; Construction Litigation; Appellate; Bankruptcy Law; Election Law; Employment and Labor Law; Commercial Litigation; Real Property Transactions; Tax Certiorari (SCAR); Tort Law; and Commercial Transactions. Counsel was initially assigned the case Daniel Russell v. County of Nassau, Nassau County Commission on Human Rights, Todd Goldfarb, in his individual and official capacity, Director of Personnel of Nassau County Commission on Human Rights, Nassau County Civil Service Commission, Karla Kompe, in his individual and official capacity, Commissioner of Nassau County Civil Service Commission, Index # CV-07-1686. This matter is being resolved by settlement. The amendment renews and extends the contract for two years and increases the maximum amount by $101,000.

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

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

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:

-CLAT15000028 (CQAT10000029), max amount $600,000.00, encumbered $200,000 on 1/28/16, and $400,000 on 5/31/16 with advisement # CAAT16000013
-CLAT15000030 (CQAT15000030), max amount $350,000.00, encumbered $50,000.00 on 1/28/16, and $300,000.00 on 6/14/16 with advisement # CAAT16000014
-CLAT16000026 (CQAT10000029), max amount $875,000.00, with an initial encumbrance of $300,000.00, currently in approval process.

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.

Roseann Dillon 7/20/16

Signature Title Date

Print Name

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO AN OUTSIDE COUNSEL CONTRACT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND RIVKIN RADLER, LLP

WHEREAS, the County has negotiated an amendment to an outside counsel agreement with Rivkin Radler, LLP to provide legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to an outside counsel agreement with Rivkin Radler, LLP

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Rivkin Radler, LLP (CLAT16000027)

CONTRACTOR ADDRESS: 926 RXR Plaza, Uniondale, New York 11556

FEDERAL TAX ID #: 111853927

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (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. X **This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on October 1, 2014. 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 a Request for Qualification was issued and a panel established. The firm Rivkin Radler, LLP was added to this panel. The firm has been determined to be qualified by the Department in the areas of law listed above (in the Staff Summary) and assigned the case provided in Appendix A of the original agreement, after a review of the panel, based on the firm's experience, expertise in the subject matters, and availability. The rates reflect the updated panel rates and are back dated to the start of this agreement given the type of work initially assigned and the expertise involved in order to justify the higher rates before the new panel rates were in effect.

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

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

Department Head Signature

9/6/16

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Friends of Edward Mangano Nassau County Democratic Committee

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

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

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

Vendor: Rivkin Radler LLP

Dated: June 27, 2016

Signed: William M. Savino

Print Name: William M. Savino

Title: Partner

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Rivkin Radler LLP; William M. Savino, Partner

   Date of birth ____/____/____

   Home address 110 Pound Hollow Road

   City/state/zip Old Brookville, NY 11545

   Business address 926 RXR Plaza

   City/state/zip Uniondale, NY 11556-0926

   Telephone 516-357-3000

   Other present address(es) None

   City/state/zip N/A

   Telephone N/A

   List of other addresses and telephone numbers attached

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

   President ____/____/____ Treasurer ____/____/____

   Chairman of Board ____/____/____ Shareholder ____/____/____

   Chief Exec. Officer ____/____/____ Secretary ____/____/____

   Chief Financial Officer ____/____/____ Partner 1/1/1982

   Vice President ____/____/____ _____ ____/____/____

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ☑ NO ___ If Yes, provide details. As a general partner, there is an ownership interest in the Firm

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 not-for-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 details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ☑ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ☑ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ☑ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ☑ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ☑ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ☑ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ☑ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ☑ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ☑ If Yes, provide details for each such occurrence.

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

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ☑ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ☑ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ☑ If Yes, provide details for each such year.

CERTIFICATION

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

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

Sworn to before me this 27th day of June 2016

Notary Public

ILANA CAMARDA
Notary Public, State of New York
No. 01CA6342365
Qualified in Nassau County
Commission Expires May 23, 2020

Rivkin Radler LLP
Name of submitting business

William M. Savino
Print name

Signature

Partner
Title

June / 27 /2016
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: June 27, 2016

1) Proposer's Legal Name: Rivkin Radler LLP

2) Address of Place of Business: 926 RXR Plaza, Uniondale, NY 11556-0926

List all other business addresses used within last five years:
None

3) Mailing Address (if different): N/A

Phone : 516-357-3000

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: 11-1853927

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership [✓]
Corporation ___ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No [✓] If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes [✓] No __ If Yes, please provide details: RR Investors (a private investment entity owned by partners of the Firm)

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes [✓] No ___ If Yes, provide details. RR Health Strategies (a consulting firm)

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

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No [✓] If Yes, state date, court jurisdiction, amount of liabilities and amount of assets ___

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

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

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No [✓] If Yes, provide details for each such charge. ___

b) Any misdemeanor charge pending? Yes ___ No [✓] If Yes, provide details for each such charge. ___

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No [✓]

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No [✓] If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No [✓] If Yes, provide details for each such occurrence. _____

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

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

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

17) Conflict of Interest:

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

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

No financial 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 of interest

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

No conflict of interest

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

Our Firm maintains a conflict committee review. No file can be opened and billed until any conflict is cleared in accordance with the rules of professional practice. We have obtained the County's consent on a matter where we represent interests adverse to the County. This matter is now the subject of a preliminary settlement agreement.

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. SEE ATTACHMENT NO. 1

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

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

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

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business. SEE ATTACHMENT NO. 1

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

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

Company Utica National Insurance Company

Contact Person Bernard J. Turi, Esq., General Counsel and Senior Vice President

Address 180 Genesee Street

City/State New Hartford, NY 13413

Telephone 315-734-2295

Fax # 315-734-2662

E-Mail Address bernard.turi@uticanational.com

Company Central Insurance Companies

Contact Person Christopher E. Wasson, General Counsel

Address 800 S. Washington Street

City/State Van Wert, OH 45891-2381

Telephone (419) 238-5551

Fax # (419) 238-7626

E-Mail Address cwasson@central-insurance.com

Company Bethpage Federal Credit Union

Contact Person Linda M. Armyn, Senior Vice President

Address 899 S. Oyster Bay Road

City/State Bethpage NY 11714-1030

Telephone (516) 647-2462

Fax # (516) 349-6765

E-Mail Address larmyn@bethpagefcu.com

CERTIFICATION

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

Sworn to before me this 27th day of June 2016

Notary Public

Notary Public, State of New York
No. 01CA6342365
Qualified in Nassau County
Commission Expires May 23, 20 20

ILANA CAMARDA
Notary Public, State of New York
No. 01CA6342365
Qualified in Nassau County
Commission Expires May 23, 20 20

Name of submitting business: Rivkin Radler LLP

By: William M. Savino
Print name

Signature

Partner
Title

June / 27 / 2016
Date

BUSINESS HISTORY FORM

(ATTACHMENT NO. 1)

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.

For our Firm's qualification we respectfully refer you to our Firm's website at www.rivkinradler.com

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

i) Date of formation; **1953**

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

See attached list of the general partners, those who have a financial interest in our Firm.

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

N/A

iv) State of incorporation (if applicable); **N/A**

v) The number of employees in the firm; **Approximately 300**

vi) Annual revenue of firm;

Our law firm is a private company and does not disclose its financial information. Having said this our annual Firm revenues exceed $40 million

vii) Summary of relevant accomplishments **See website**

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

All general partners are duly licensed to practice law in their designated State.

B. Indicate number of years in business. **63 years**

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

COUNTY OF NASSAU

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

1. Name of the Entity: Rivkin Radler LLP

Address: 926 RXR Plaza

City, State and Zip Code: Uniondale, NY 11556

2. Entity's Vendor Identification Number: 11-1853927

3. Type of Business: ____Public Corp X Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Law Firm LLP Other (specify)

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

See attached

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.

See attached

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.

Rivkin Radler Health Strategies

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

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

None

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

N/A

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

N/A

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

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

Dated: June 1, 2016

Signed: William M. Savino

Print Name: William M. Savino

Title: Partner

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

DISCLOSURE STATEMENT

SCHEDULE OF ALL PARTNERS
RIVKIN RADLER LLP

Rivkin Radler LLP
926 RXR Plaza, Uniondale, New York 11556
Telephone: (516) 357-3000

1. Brian Ade
2. James V. Aiosa
3. John Bruno
4. Brian S. Conneely
5. Peter C. Contino
6. William Cornachio
7. Janice J. DiGennaro
8. Alan C. Eagle
9. Scott Eisenmesser
10. Richard S. Feldman
11. Anthony R. Gambardella
12. Erez Glambosky
13. Stuart Gordon
14. Jeffrey S. Greener
15. David M. Grill
16. Walter J. Gumersell
17. Cheryl F. Korman
18. Yaron Kornblum
19. Michael A. Kotula
20. Evan H. Krinick
21. Christopher J. Kutner
22. Stella Lellos
23. Barry I. Levy
24. Shari C. Lewis
25. Benjamin Malerba
26. David A. Manko
27. Peter P. McNamara
28. Gregory D. Miller
29. Anne M. Murray
30. Kenneth A. Novikoff
31. Frank Raia
32. David Richman
33. Pia E. Riverso
34. John L. Rivkin
35. Alan S. Rutkin
36. William M. Savino
37. Michael A. Sirignano
38. Stephen J. Smirti
39. Norman L. Tolle
40. Michael Troisi
41. Michael Versichelli
42. Stephen B. Weissman
43. David S. Wilck

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Rivkin Radler, LLP, with an office located at 926 RXR Plaza, Uniondale, New York 11556 ("Counsel" or "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQAT14000022 between the County and Counsel, executed on behalf of the County on October 1, 2014 (the "Original Agreement"), Counsel provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 29, 2014 until January 28, 2015, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may renew the Original Agreement under the same terms and conditions for four (4) additional one (1) year periods (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Twenty-four Thousand Nine Hundred Dollars ($24,900.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise two (2) of the four (4) options to renew by extending the Original Term and increasing the Maximum Amount.

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

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be January 28, 2017.

2. Maximum Amount and Renewal Options. The Maximum Amount in the Original Agreement shall be increased by One Hundred and One Thousand Dollars ($101,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be One Hundred Twenty-five Thousand Nine Hundred Dollars ($125,900.00) (the "Amended Maximum Amount").

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

RIVKIN RADLER, LLP

By: Wm. M. Savino
Name: William M. Savino
Title: Partner
Date: July 12, 2016

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 12th day of July in the year 2016 before me personally came William M. Savino to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he ~~or she~~ is ~~the~~ a Partner of Rivkin Radler LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

ILANA CAMARDA
Notary Public, State of New York
No. 01CA6342365
Qualified in Nassau County
Commission Expires May 23, 2020

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

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

NASSAU CO. ATTORNEY

2016 JUL 14 AM 11 13

Certified contract received on 12/10/2014

Contract ID#: CQAT14000022

Department: County Attorney

Contract Details

SERVICES: Outside Counsel

NIFS ID #: CQAT14000022 NIFS Entry Date: 09/10/2014 Term: January 29, 2014 – January 28, 2015

New X Renewal	☐
Amendment	☐
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No X
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor

Name: Rivkin Radler, LLP	Vendor ID#: 111853927
Address: 926 RXR Plaza, Uniondale, New York 11556	Contact Person: William Savino
	Phone: (516) 357-3349

County Department

Department Contact: Daniel Gregware

Address: 1 West St., Mineola, New York 11501

Phone: (516) 571-1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification		DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)*	☐			
		NIFS Appvl (Dept. Head)	☐			
	OMB	*NIFS Approval*	☐	9/22/14		Yes ☐ No ☐ Not required if blanket resolution
9/24/14	County Attorney	*CA RE&I Verification*	☑	9/24/14		
	County Attorney	*CA Approval as to form*	☐	9/24/14		Yes ☐ No ☒
	Legislative Affairs	*Fw'd Original K to CA*	☐			
	Rules ☐ / Leg. ☐		☐			
	County Attorney	*NIFS Approval*	☐	9/24/14		
	County Comptroller	*NIFS Approval*	☑	10/31/14		OFD 10/31/14
	County Executive	*Notarization*	☐			
		Filed with Clerk of the Leg.	☐	10/1/14		

PR5254 (8/04)

Contract ID#: CQAT14000022

Department: County Attorney

Contract Summary

Description: Outside counsel contract.

Purpose: This is a new outside counsel contract to represent the County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the following areas of law in which the Department has determined Counsel to be qualified: Health Law; Insurance Law; Land Use; Zoning; Construction Litigation; Appellate; Bankruptcy Law; Election Law; Employment and Labor Law; Commercial Litigation; Real Property Transactions; Tax Certiorari (SCAR); Tort Law; and Commercial Transactions. As of the commencement of this agreement, Counsel has been assigned the following case because of a conflict that necessitates the use of outside counsel: Daniel Russell v. County of Nassau, Nassau County Commission on Human Rights, Todd Goldfarb, in his individual and official capacity, Director of Personnel of Nassau County Commission on Human Rights, Nassau County Civil Service Commission, Karle Kampe, in his individual and official capacity, Commissioner of Nassau County Civil Service Commission, Index Number CV-07-1686.

Method of Procurement: A Request for Qualification was issued and a panel established. The firm Rivkin Radler LLP has been added to this panel. The firm has been determined to be qualified by the Department in the areas of law listed above and assigned the case provided above, after a review of the panel, based on the firm's experience, expertise in the subject matters, and availability. The rates reflect the updated panel rates and are hereunder to the [illegible] agreement given the type of work initially assigned and the expertise involved in order to justify the higher rates before the new panel rates were in effect

Procurement History: See above for procurement method.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $24,900.00

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$24,900.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$24,900.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$24,900.00
2		$
3		$
4	[signature] 9/24/14	$
5		$
6		$
	TOTAL	$24,900.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name [signature]
Name Michael S. Cohen	Name [signature]	Date
Date 11/3/2014	Date 10/31/14	(For Office Use Only) E #:

PR5254 (8/04)

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Rivkin Radler, LLP (CQAT14000022)

CONTRACTOR ADDRESS: 926 RXR Plaza, Uniondale, New York 11556

FEDERAL TAX ID #: 111853927

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____

_____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ 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. X 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:**

X **B.** A Request for Qualification was issued and a panel established. The firm Rivkin Radler LLP has been added to this panel. The firm has been determined to be qualified by the Department in the areas of law listed above and assigned the case provided above, after a review of the panel, based on the firm's experience, expertise in the subject matters, and availability. The rates reflect the updated panel rates and are mandated to be part of this agreement given the type of work normally assigned and the expertise involved in OSC order to justify the higher rates because the new panel rates were

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

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 09 2014 SEPT 2014
INDEX :
ORGANIZATION : AT COUNTY ATTORNEY
CHARAC / OBJECT : X
FDTP FUND SFND :
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	OBJECT	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
		REV TOTAL	3,775,027	3,775,027	644,849	-3,130,178
	AA	SALARIES,	9,020,570	8,120,570	5,459,774	2,660,796
	BB	EQUIPMENT	15,000	15,000	443	14,558
	DD	GENERAL EX	494,100	694,100	462,923	231,177
	DE	CONTRACTUA	5,000,000	5,700,000	3,177,470	2,522,530
		EXP TOTAL	14,529,670	14,529,670	9,100,609	5,429,061
		REV - EXP	-10,754,643	-10,754,643	-8,455,760	2,298,883

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

required through an inter-municipal agreement.

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

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

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Rivkin Radler LLP, with an office located at 926 RXR Plaza, Uniondale, New York 11556 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, the County is involved in various matters involving areas of law in which the Department has determined Counsel to be qualified to represent the County; and

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

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

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services.

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

1. Term. This Agreement shall commence on January 29, 2014 and shall terminate on January 28, 2015, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for four (4) additional one (1) year periods.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Nassau County, and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified ("Services"). The initial case assigned to Counsel, as well as the areas of law in which the Department has determined Counsel to be qualified to represent the County, are described in the attached Appendix A. Services shall include, but not be limited to: motion practice; pre-trial discovery; trial; appeals; transactional related issues; and such other Services as may be required to fully represent the County. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of Twenty-four Thousand Nine Hundred Dollars ($24,900.00) ("Maximum Amount"). Compensation to Counsel for professional Services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner:	$255.00
(ii) Of Counsel:	$255.00
(iii) Associate:	$205.00
(iv) Paralegal/Law Clerk	$90.00

(a)(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for messengers, photocopy, postage, facsimile, and other similar legitimate expenses. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements or any expense or disbursement not listed in this paragraph.

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

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

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel

shall not, nor shall any officer, director, employee, servant or agent of the Counsel ("Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. Expert witnesses for consultation, testimony or otherwise, are not Counsel Agents. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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

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

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

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

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

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

Information so that the Counsel may take such action as it deems appropriate.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

9. No Conflict Representation. (a) During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

(b) Further to the foregoing, the County consents to Counsel's representation of certain clients with adverse interests to the County; namely, *Nassau County v. Travelocity, et al.*

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement of a negligent act, error or omission, or the willful misconduct by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability

insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

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

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, (iv) by Counsel, at such time as the Maximum Amount as provided herein has been exceeded and the parties hereto have not agreed to increase the Maximum Amount, and (v) in accordance with any other provisions of this Agreement expressly addressing termination.

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

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued

performance. Termination under this subsection shall be effected by Counsel delivering to the County Attorney, or his or her duly designated deputy (the "County Attorney"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection.

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

14. Accounting Procedures; Records. Counsel 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. Such Records shall, at all times, be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the County Attorney 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 complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year from final payment under or the termination of this Agreement, or (ii) the time specified in any other provision of this Agreement.

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

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

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand

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

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

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

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

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

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

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

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

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

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

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

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

RIVKIN RADLER, LLP

By: _____

Name: William M. Savino

Title: Partner

Date: Sept. 17, 2014

NASSAU COUNTY

By: _____

Name: Richard R. Walker

Title: County Executive

X Deputy County Executive

Date: 10/1/14

PLEASE EXECUTE IN BLUE INK

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

On the 12th day of September in the year 2014 before me personally came William M. Savino to me personally known, who, being by me duly sworn, did depose and say that he ~~or she~~ resides in the County of Nassau; that he ~~or she~~ is ~~the~~ a Partner of Rivkin Radler LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC Diana Dorsey

DIANA DORSEY
Notary Public, State of New York
No. 01DO6067959
Qualified in Nassau County
Commission Expires December 24, 2017

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

On the 1 day of October in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

Appendix A

Case assigned to Counsel as of the commencement of this Agreement:

> Daniel Russell v. County of Nassau, Nassau County Commission on Human Rights, Todd Goldfarb, in his individual and official capacity, Director of Personnel of Nassau County Commission on Human Rights, Nassau County Civil Service Commission, Karle Kampe, in his individual and official capacity, Commissioner of Nassau County Civil Service Commission, Index Number CV-07-1686

Additional cases and/or matters may be assigned by the County Attorney, or their designee, to Counsel throughout the term of this Agreement in the following areas of law in which Counsel has been determined to be qualified by the Department:

1. Health Law;
2. Insurance Law;
3. Land Use;
4. Zoning;
5. Construction Litigation;
6. Appellate;
7. Bankruptcy Law;
8. Election Law;
9. Employment and Labor Law;
10. Commercial Litigation;
11. Real Property Transactions;
12. Tax Certiorari (SCAR);
13. Tort Law;
14. Commercial Transactions

The Department may qualify Counsel in additional areas of law.

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of

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

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

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

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

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

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

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

the matter.

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

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

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

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

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

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such

action can be included with the Best Effort Documentation

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

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

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

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

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

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

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The ~~chief executive officer of Contractor~~ Partner for this Contract is:

William M. Savino, Rivkin Radler LLP (Name)

926 RXR Plaza, Uniondale, NY 11556 (Address)

516-357-3000 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

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

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or

benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below: N/A

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

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

9/12/2014
Dated

William M. Savino Partner
Signature of Chief Executive Officer

William M. Savino Partner
Name of Chief Executive Officer

Sworn to before me this
12th day of September, 2014

Diana Dorsey
Notary Public

DIANA DORSEY
Notary Public, State of New York
No. 01DO6067959
Qualified in Nassau County
Commission Expires December 24, 2017

3033126 v3

Contract ID#: CQAT16000009

Department: County Attorney

~~E-190-16~~

Contract Details

SERVICES: Legal services E-187-16

NIFS ID #: CLAT16000028 NIFS Entry Date: 02/18/2016 Term: January 1, 2016-December 31, 2016

New ☐ Renewal ☐	
Amendment #1	☒
Time Extension	☐
Addl. Funds	☒
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor		County Department
Name: Cecilia Ameranti-Byrne, Esq.	Vendor ID#: 102520272	Department Contact: Jaclyn Delle
Address: 5 Buhl Lane, East Northport, New York 11731	Contact Person: Cecilia Ameranti-Byrne, Esq.	Address: 1 West St., Mineola, New York 11501
	Phone: (516) 270-4067	Phone: (516) 571-3034

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐		[signature]	
	OMB	*NIFS Approval* ☐	7/19/16	[signature]	Yes ☐ No ☐ Not required if blanket resolution
	County Attorney	*CA RE&I Verification* ☑	7/20/16	[signature]	
	County Attorney	*CA Approval as to form* ☑	7/20/16	[signature]	Yes ☑ No ☐
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐			
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	County Comptroller	*NIFS Approval* ☐			
7/22/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	7/22/16	[signature]	

RECEIVED NASSAU COUNTY CLERK OF THE LEGISLATURE 2016 JUL 25 P 12:22

PR5254 (8/04)

Contract ID#: CQAT16000009

Department: County Attorney

Contract Summary

Description: Amendment #1 to outside counsel contract.

Purpose: This is an amendment to an outside counsel contract consisting of drafting, researching, counseling, and assisting in the implementation of legislation on any New York State or County initiatives as requested by the Department, including, but not limited to, the disputed assessment fund. Further, Counsel shall also provide counsel, as directed by the Department, to the County's Assessment Review Commission Department. The amendment adds one option to renew the contract for one additional year, and increases the maximum amount by $30,000.00.

Method of Procurement: Contract amendment, see procurement history below.

Procurement History: A Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. Cecilia Ameranti-Byrne, Esq. has submitted a proposal in response to the RFQ and has been added to this panel. After a review of the panel, Cecilia Ameranti-Byrne has been selected to handle this matter because of her experience, expertise in the subject matter, and availability. Additionally, Cecilia Ameranti-Byrne has had previous contracts with the County.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: Maximum increase is $30,000.00, but only encumbering $25,000.00 at this time. The increase brings the total maximum amount of the contract to $54,900.00.

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$25,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$25,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$25,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$25,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 7/1/16
Date	Date	*(For Office Use Only)* E #:

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Cecilia Ameranti-Byrne, Esq. (CLAT16000028)

2. Dollar amount requiring NIFA approval: $ 30,000.00

Amount to be encumbered: $ 25,000.00

This is a ___ New Contract ___ Advisement ✓ Amendment

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

3. Contract Term: 01/01/2016-12/31/2016

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Continuing services as amendment is sent through approval process.

4. Funding Source:

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

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

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

This is an amendment to an outside counsel contract consisting of drafting, researching, counseling, and assisting in the implementation of legislation on any New York State or County initiatives as requested by the Department, including, but not limited to, the disputed assessment fund. Further, Counsel shall also provide counsel, as directed by the Department, to the County's Assessment Review Commission Department. The amendment adds one option to renew the contract for one additional year, and increases the maximum amount by $30,000.00, with an initial encumbrance of $25,000.00.

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

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

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:

-CQAT16000009, maximum amount $24,900, encumbered on 7/5/16.

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.

Rosemarie [signature] 7/20/16

Signature Title Date

Print Name

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND CECILIA AMERANTI-BYRNE, ESQ.

WHEREAS, the County has negotiated an amendment to a Special Counsel agreement with Cecilia Ameranti-Byrne, Esq. to provide legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to a Special Counsel agreement with Cecilia Ameranti-Byrne, Esq.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Cecilia Ameranti-Byrne

CONTRACTOR ADDRESS: 5 Buhl Lane, East Northport, New York 11731

FEDERAL TAX ID #: 102520272

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (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. x **This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on July 7, 2016. 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 a Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. Cecilia Ameranti-Byrne, Esq. has submitted a proposal in response to the RFQ and has been added to this panel. After a review of the panel, Cecilia Ameranti-Byrne has been selected to handle this matter because of her experience, expertise in the subject matter, and availability. Additionally, Cecilia Ameranti-Byrne has had previous contracts 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. X 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. X Vendor will not require any sub-contractors.

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

Department Head Signature

7/18/16

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NO

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

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

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

Dated: 6/30/16

Vendor: Cecilia Ameranti-Byrne, Esq

Signed: Cecilia Ameranti-Byrne, Esq.

Print Name: Cecilia Ameranti-Byrne, Esq.

Title: _____

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 Cecilia Ameranti-Byrne, Esq.
   Date of birth 11/20/1961
   Home address 5 Buhl Lane
   City/state/zip East Northport, NY 11731
   Business address same
   City/state/zip _____
   Telephone _____
   Other present address(es) none
   City/state/zip _____
   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) Sole proprietor

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 not-for-profit organization other than the one submitting the questionnaire? 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? NO ✓ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ✓ YES ___ If Yes, provide details for each such occurrence.

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

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ✓ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ✓ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ✓ YES ___ If Yes, provide details for each such year.

CERTIFICATION

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

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

Sworn to before me this 18 day of March 2016

Jason Linnick
Notary Public

JASON LINNICK
Notary Public, State of New York
Qualified in Suffolk County
No. 01LI6295394
My Commission Expires 01-06-2018

Law Office of Cecilia Ameranti-Byrne
Name of submitting business

Cecilia Ameranti-Byrne
Print name

Cecilia Ameranti Byrne
Signature

Title

3 / 18 / 2016
Date

BHF (02/2016)

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/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: 3/18/2016

1) Bidder's/Proposer's Legal Name: Cecilia Ameranti-Byrne

2) Address of Place of Business: 5 Buhl Lane, East Northport, NY 11731

List all other business addresses used within last five years:
none

3) Mailing Address (if different): not applicable

Phone : 516-270-4067

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: not applicable

5) Federal I.D. Number: SS# 102520212

6) The bidder/proposer is a (check one): ✓ Sole Proprietorship ____ Partnership ____ Corporation ___ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. _____

10) Has the bidder/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 bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each such conviction _____

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

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

occurrence. _____

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

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

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

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO conflict exists

b) Please describe procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. If a conflict did arise I would immediately contact the County Attorney to discuss how to address it.

Law Office of Cecilia Ameranti-Byrne

5 Buhl Lane

East Northport, New York 11731

Phone: (516) 270-4067

Email: allyrosesmom@verizon.net

List of Professional Qualifications

-28 years of experience researching, interpreting, counseling on and implementing complex laws, government rules and regulations for the federal government.

-28 years reviewing commercial property appraisals submitted by licensed appraisers for the federal government.

-28 years representing individuals on the purchase and sale of residential property.

-5 years experience as Special Counsel to the Nassau County Attorney's Office working on assessment-related matters, including the Disputed Assessment Fund law.

A. Include a resume or detailed description of the bidder's/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 bidder/proposer be other than an individual, the bid/proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

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

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business.

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

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

Company _____

Contact Person Susan Mercurio

Address 5 Goldfield St

City/State Melville, New York 11747

Telephone (516) 413-0329

Fax # _____

E-Mail Address _____

Company _____

Contact Person Barbara Stark

Address 190 Eighth Avenue

City/State West Babylon, New York 11704

Telephone (631) 835-8533

Fax # _____

E-Mail Address _____

Company _____

Contact Person Linda Collins

Address 168 Bellown Road Apt 26

City/State Stanford CT 06905

Telephone (917) 226-0610

Fax # _____

E-Mail Address _____

E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

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

Sworn to before me this 18 day of March 2016

Jason Linnick
Notary Public

JASON LINNICK
Notary Public, State of New York
Qualified in Suffolk County
No. 01LI6295394
My Commission Expires 01-06-2018

Name of submitting business: Law Office of Cealia Ameranth Byrne

By: Cealia Ameranth Byrne Print name

Cealia Ameranth-Byrne
Signature

Title

3 / 18 / 2016 Date

COUNTY OF NASSAU

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

1. Name of the Entity: Cecilia Ameranti-Byrne, Esq.

Address: 5 Buhl Lane, E. Northport, NY 11731

City, State and Zip Code: _____

2. Entity's Vendor Identification Number: 102520272

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp sole proprietor Other (specify)

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

just myself

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.

just myself

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.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

(b) Describe lobbying activity of each lobbyist. **See 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):

no one

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

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

Dated: 1/15/16

Signed: Cecilia Ameranti-Byrne, Esq.

Print Name: Cecilia Ameranti-Byrne, Esq.

Title:

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.

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Cecilia Ameranti-Byrne, Esq., with an office located at 5 Buhl Lane, East Northport, New York 11731 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT16000009 between the County and Counsel, executed on behalf of the County on July 7, 2016 (the "Original Agreement"), Counsel provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2016 until December 31, 2016, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Twenty-four Thousand Nine Hundred Dollars ($24,900.00) (the "Maximum Amount"); and

WHEREAS, the County desires to amend the Term and increase the Maximum Amount.

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

1. Term. The Term of the Original Agreement is amended to add one (1) option for the County to renew the Original Agreement, as amended by this Amendment (the "Amended Agreement"), under the same terms and conditions for one (1) additional one (1) year period.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Thirty Thousand Dollars ($30,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be Fifty-four Thousand Nine Hundred Dollars ($54,900.00) (the "Amended Maximum Amount").

3. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. Counsel further acknowledges that the first encumbrance shall be Twenty-five Thousand Dollars ($25,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

CECILIA AMERANTI-BYRNE, ESQ.

JEANETTE CASTELLANO
Notary Public, State of New York
No. 01CA6205385
Qualified in Suffolk County
Commission Expires May 4, 2017

By: Cecilia Ameranti-Byrne Esq.
Name: Cecilia Ameranti Byrne
Title:
Date: 6/30/16

NASSAU COUNTY

By:
Name: Carnell Foskey
Title: County Attorney
Date: 9/18/16

NASSAU COUNTY

By:
Name:
Title: County Executive

☐ Deputy County Executive

Date:

PLEASE EXECUTE IN BLUE INK

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

On the 30 day of June in the year 2016 before me personally came Cecilia Ameenth-Byrne to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the individual of _____, ~~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 Jeanette Castellano

JEANETTE CASTELLANO
Notary Public, State of New York
No. 01CA6205365
Qualified in Suffolk County
Commission Expires May 4, 2017

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

On the 18th day of July in the year 2016 before me personally came Cornell Foskey to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is ~~a Deputy County Executive~~ Attorney 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

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 20 18

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

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Certified contract received 7/15/16 LA

Contract ID#: CQAT16000009

Department: County Attorney

U-42-16

Contract Details

SERVICES: Legal services

NIFS ID #: CQAT16000009 NIFS Entry Date: 02/18/2016 Term: January 1, 2016-December 31, 2016

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor		County Department
Name: Cecilia Ameranti-Byrne, Esq.	Vendor ID#: 102520272	Department Contact: Jaclyn Delle
Address: 5 Buhl Lane, East Northport, New York 11731	Contact Person: Cecilia Ameranti-Byrne, Esq.	Address: 1 West St., Mineola, New York 11501
	Phone: (516) 270-4067	Phone: (516) 571-3034

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐		COO	
	OMB	*NIFS Approval* ☐	3/11/16		Yes ☐ No ☐ Not required if blanket resolution
3/10/16	County Attorney	*CA RE&I Verification* ☑	3/10/16		
3/10/16	County Attorney	*CA Approval as to form* ☑	3/10/16		Yes ☒ No ☐
	LEG. Legislative Affairs	*Fw'd Original K to CA* ☐			
	Rules ☐ / Leg. ☐	☐			
3/10/16	County Attorney	*NIFS Approval* ☑	3/10/16		
	County Comptroller	*NIFS Approval* ☑	3/11/16		
6/21/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	6/21/16		

PR5254 (8/04)

Contract ID#: CQAT16000009

Department: County Attorney

Contract Summary

Description: Original contract
Purpose: This is a new outside counsel contract consisting of drafting, researching, counseling, and assisting in the implementation of legislation on any New York State or County initiatives as requested by the Department, including, but not limited to, the disputed assessment fund. Further, Counsel shall also provide counsel, as directed by the Department, to the County's Assessment Review Commission Department.
Method of Procurement: A Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. Cecilia Ameranti-Byrne, Esq. has submitted a proposal in response to the RFQ and has been added to this panel. After a review of the panel, Cecilia Ameranti-Byrne has been selected to handle this matter because of her experience, expertise in the subject matter, and availability.
Procurement History: Cecilia Ameranti-Byrne has had previous contracts with the County and is on the RFQ panel.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: $24,900.00
Change in Contract from Prior Procurement: N/A
Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$24,900.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$24,900.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$24,900.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$24,900.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name Michael S. Cohen	Name	Date 5/31/16
Date 7/5/2016	Date 7/7/16	(For Office Use Only) E #:

4-42-16

RULES RESOLUTION NO. 212 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A SPECIAL COUNSEL CONTRACT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND CECILIA AMERANTI-BYRNE, ESQ.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6/20/16
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a Special Counsel agreement with Cecilia Ameranti-Byrne, Esq. to provide legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said Special Counsel agreement with Cecilia Ameranti-Byrne, Esq.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Cecilia Ameranti-Byrne, Esq. (CQAT16000009)

CONTRACTOR ADDRESS: 5 Buhl Lane, East Northport, New York 11731

FEDERAL TAX ID #: 102520272

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____

_____ (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:**

X B. A Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. Cecilia Ameranti-Byrne, Esq. submitted a proposal in response to the RFQ and has been added to this panel. After a review of the panel, Cecilia Ameranti-Byrne was selected to handle this matter because of her experience, expertise in the subject matter, and availability.

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.

VIII. X 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 the contract being submitted to the Comptroller.

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

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

Department Head Signature

4/23/16

Date

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

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NO

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

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

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

Dated: 4/6/2016

Vendor: Cecilia Ameranti-Byrne, ESQ.

Signed: Cecilia Ameranti-Byrne esq

Print Name: Cecilia Ameranti-Byrne, Esq.

Title: _____

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement") dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Cecilia Ameranti-Byrne, Esq., with an office located at 5 Buhl Lane, East Northport, New York 11731 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement.

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

1. Term. This Agreement shall commence on January 1, 2016 and shall terminate on December 31, 2016, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of drafting, researching, counseling, and assisting in the implementation of legislation on any New York State or County initiatives as requested by the Department, including, but not limited to, the disputed assessment fund ("Services"). Further, Counsel shall also provide counsel, as directed by the Department, to the County's Assessment Review Commission Department.

3. Payment. (a)(1) Amount of Consideration. The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of Twenty-four Thousand Nine Hundred Dollars ($24,900.00) ("Maximum Amount"). Hourly compensation for professional Services rendered by Counsel shall be Two Hundred Dollars ($200.00) for in court and legislative appearances and One Hundred Seventy-five Dollars ($175.00) for Services provided in all other locations.

(2) Any appearance before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services or contains a

detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit 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) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for travel, expert costs, messengers, investigators, trial preparation services, and other legitimate expenses.

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

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

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

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

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms and conditions of Appendix EE, attached hereto and the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

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

(iii) It shall be a continuing obligation of the Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession and in accordance with the Lawyers Code of Professional Responsibility. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with the negligent performance or willful misconduct under this Agreement by Counsel or a Counsel Agent, provided, however, that Counsel shall not be responsible for that portion, if any, of a Loss that is directly caused by the negligence of any of the Indemnified Parties.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under Section (a) of paragraph 10 of this Agreement, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

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

(d) Except for claims for death, bodily injury, or damage to tangible property, or claims arising out of or in connection with Counsel's willful misconduct or gross negligence, the liability and costs of Counsel under this Section 10 shall be limited to the Maximum Amount or the amount of Counsel's available insurance proceeds, whichever is greater.

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

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than One Million Dollars ($1,000,000.00) per claim and One Million Dollars ($1,000,000.00) in the aggregate; (ii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, provided that in the event Counsel is not required to carry Workers' Compensation Insurance under the New York State Workers' Compensation Law, Counsel may instead provide the County proof of exemption; and (iii) such additional insurance as the County may from time to time specify.

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term

of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, (iv) by Counsel, at such time as the "Maximum Amount" as provided in Section 3 hereof has been exceeded and the parties hereto have not agreed to increase the Maximum Amount; and (v) in accordance with any other provisions of this Agreement expressly addressing termination.

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

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

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

14. Accounting Procedures; Records. Counsel 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 Counsel 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.

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

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

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

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

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

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

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

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

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

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

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

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

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

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

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

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

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

CECILIA AMERANTI-BYRNE, ESQ.

By: Cecilia Ameranti-Byrne
Name: Cecilia Ameranti-Byrne
Title:
Date: January 16, 2016

NASSAU COUNTY

By:
Name: Carnell Foskey
Title: County Attorney
Date: 2/23/16

NASSAU COUNTY

By:
Name: Charles Ribando
Title: County Executive
☒ Deputy County Executive
Date: 7/7/16

PLEASE EXECUTE IN BLUE INK

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

On the 16th day of January 1/16/16 in the year 2016 before me personally came Cecilia Amerante Byrne to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the _____ of _____, 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

BLANCA M PRATE
NOTARY PUBLIC, State of New York
No. 01PR6005206
Qualified in Suffolk County
Commission Expires April 6, 20 18

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

On the 23rd day of February in the year 2016 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the **County Attorney** of Nassau County, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 20 18

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

On the 7 day of July in the year 2016 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **Deputy County Executive** of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

SAMANTHA ASHLEY GOETZ
NOTARY PUBLIC
Exp. February 04, 2017
NASSAU COUNTY
No. 01GO6275990
STATE OF NEW YORK

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to

the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of Contractor is:

Cecilia Amerantì-Byrne (Name)
5 Buhl Lane, E. Northport, NY 11731 (Address)
(516)270-4067 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

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

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to

the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

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

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

January 16, 2016
Dated

Cecilia Ameranti-Byrne
Signature of Chief Executive Officer

Cecilia Ameranti-Byrne
Name of Chief Executive Officer

Sworn to before me this
16 day of January, 2016

Notary Public

BLANCA M PRATE
NOTARY PUBLIC, State of New York
No. 01PR6005206
Qualified in Suffolk County
Commission Expires April 6, 2018

Contract ID#: S3P311-10M

CFPW1600036

Department: PUBLIC WORKS

E-189-16

CF (Capital)

CF

Contract Details

SERVICE: Construction Management

NIFS ID #: CFPW1600036 NIFS Entry Date: 7/13/16 Term: from Execution to 20 mos.

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☒	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor

Name deBruin Engineering, P.C.	Vendor ID# 20-5248986
Address 11 Union Avenue Bethpage, NY 11714	Contact Person Robert W. deBruin, P.E.
	Phone (516) 513-1313

County Department

Department Contact Thomas A. Immerso
Address 3340 Merrick Road Wantagh, NY 11793
Phone (516) 571-7536

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐	7/13/16		
	DPW (Capital Only)	*CF Capital Fund Approval* ☐	7/13/16		
	OMB	*NIFS Approval* ☐	7/14/16		Yes ☐ No ☐ Not required if Blanket Res
7/15	County Attorney	*CA RE & Insurance Verification* ☑	7/15		
7/15	County Attorney	*CA Approval as to form* ☑	7/15		Yes ☑ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐			

PRCF1205 (12/05)

Contract ID#: S3P311-10M

Department: PUBLIC WORKS

Contract Summary

Description: Construction Management Services Agreement for Lawrence & Sage Lake Pump Station Mitigation.
Purpose: Provide professional CM services regarding repairs/replacement of damaged equipment resulting from Hurricane Sandy, inclusive of upgrades for Code/OSHA compliance items & 500-year flood mitigation measures. Replacement of these components with new, efficient equipment will also serve to improve reliability while reducing O&M costs.
Method of Procurement: Qualifications-based selection procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and County Executive Order No. 1-1993.
Procurement History: A Request for Proposals (RFP) was advertised in *Newsday* in January, 2016 with Technical Proposals received on February 22, 2016. Six (6) firms responded to the RFP and the Technical Proposals were evaluated by NCDPW personnel. NCDPW completed its evaluation and recommended the award of this Contract to **de Bruin Engineering, P.C.** on April 20, 2016.
Description of General Provisions: This Agreement provides for comprehensive Construction Management Services relating to improvements involving the two (2) aforementioned pump stations over an eighteen (18)-month period.
Impact on Funding / Price Analysis: Funding for these services will come from Capital Project 3P311.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	3P
Resp:	311
Object:	
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	
County	$1,237,600.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$1,237,600.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	CSWCSW3P311	$1,237,600.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$1,237,600.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Thomas A. Immerso, Sanitary Engineer II **Date:** 6/30/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date
Date	Date	*(For Office Use Only)* **E #:**

PRCF1205 (12/05)

NIFA

Nassau County Interim Finance Authority

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

1. **Vendor:** deBruin Engineering, P.C.

2. **Dollar amount requiring NIFA approval:** $ $1,237,600

   Amount to be encumbered: $ $1,237,600

   This is a ✓ New Contract ___ Advisement ___ Amendment

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

3. **Contract Term:** ~~Eighteen (18) months~~ 20

   Has work or services on this contract commenced? ___ Yes ✓ No

   If yes, please explain: _____

4. **Funding Source:**

   ___ General Fund (GEN)
   ✓ Capital Improvement Fund (CAP)
   ___ Other

   ___ Grant Fund (GRT)
   Federal % _____
   State % _____
   County % _____

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

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

This Contract is to cover construction management (CM) services for repairs and replacement of equipment due to damage incurred during Hurricane Sandy, inclusive of Code/OSHA compliance items and flood mitigation measures involving the Lawrence and Sage Lake wastewater pumping stations, both located in Lawrence. Services also include monitoring and reviewing of contractor's CPM scheduling, cost estimating and other related construction administration services. Overall project duration is anticipated to be eighteen (18) months.

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

Nassau County Attorney as to form	___ Yes	___ No	___ N/A
Nassau County Committee and/or Legislature	___ Yes	___ No	___ N/A

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:**

Exceeds $50K.

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.

Signature Title Date

Print Name

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: deBruin Engineering, P.C.

CONTRACTOR ADDRESS: 11 Union Avenue

FEDERAL TAX ID #: 20-5248986

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____ (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.

Department Head Signature

2/13/16

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

No

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

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

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

Vendor: de Bruin Engineering P.C.

Dated: [illegible]

Signed: [illegible]

Print Name: Robert W. de Bruin

Title: President

Exhibit B

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. 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.

None

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

None

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document: and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

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

None

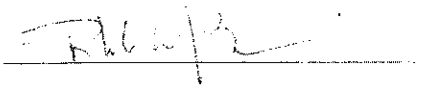
I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

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

Dated: 6/29/2016

Signed: 

Print Name: Robert W. de Bruin

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.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Robert W. de Bruin

   Date of Birth 02 / 08 / 58

   Home address [redacted]

   City/state/zip [redacted]

   Business address 11 Union Avenue

   City/state/zip Bethpage, NY 11714

   Telephone (516) 513-1313

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

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

   President 06 / 29 / 06 Treasurer ____/____/____

   Chairman of Board ____/____/____ Shareholder __/__/____

   Chief Exec. Officer ____/____/____ Secretary ____/____/____

   Chief Financial Officer ____/____/____ Partner ____/____/____

   Vice President ____/____/____ _____/____/____

   (Other)

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

   100% Ownership

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

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X; If Yes, provide details.

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

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

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

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

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

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

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

Sworn to before me this 17th day of May 2016

Caroline Ciampa

Notary Public

CAROLINE CIAMPA
Notary Public, State of New York
No. 01CI6185662
Qualified in Nassau County
Commission Expires 04/21/20

De Bruin Engineering P.C.
Name of submitting business

Robert W. de Bruin
Print name

Signature

President
Title

5 / 17 / 16
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: 5/10/2016

1) Proposer's Legal Name: de Bruin Engineering P.C.

2) Address of Place of Business: 11 Union Avenue, Bethpage, NY 11714

List all other business addresses used within last five years:

3) Mailing Address (if different):

Phone : (516) 513-1313

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: [redacted]

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

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____

Corporation X Other (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes X No ___ If Yes, please provide details: Share space with Gayron de Bruin Land Surveying & Engineering PC

8) Does this business control one or more other businesses? Yes ___ No X If Yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details._____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the

name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X

If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

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

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

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No X If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? Yes ___ No X If Yes, provide details for each such charge._____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No X

If Yes, provide details for each such conviction _____

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

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

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

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

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

17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. Our financial transactions and hiring are reviewed for potential conflicts by the president. If any potential conflicts are identified the county will be notified.

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. **SEE ATTACHED**

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

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

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

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business. **10 as de Bruin Engineering; since 1964 as successor to A. James de Bruin & Sons and A. James de Bruin**

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

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

****INFORMATION INCLUDED IN PROPOSAL**

Company **SEE ATTACHED**

Contact Person_____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address_____

Company _____

Contact Person_____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address_____

Company _____

Contact Person_____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address_____

CERTIFICATION

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

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

Sworn to before me this 17th day of May 2016

Caroline Ciampa
Notary Public

CAROLINE CIAMPA
Notary Public, State of New York
No. 01CI6185662
Qualified in Nassau County
Commission Expires 04/21/20

Name of submitting business: de Bruin Engineering P.C.

By: Robert W. deBruin
Print name

Signature

President
Title

5 / 17 / 2016
Date

de Bruin Engineering has provided construction management services to Nassau County for implementation of sewage treatment projects for over 30 years. Our work has included:

- Constructability review
- CPM scheduling
- Construction project management
- Job Site Safety
- Inspection
- Resolution of contractor's claims

Project work in recent years that is similar in scope to this project includes the jobs on the following pages.

Supporting our staff will be sub consultants that have been selected for their technical expertise and proven experience on past municipal projects. Additionally, the firm will help meet the County's stated MBE and WBE participation. A listing of our sub consultant and their role on the project is listed below.

- Gayron de Bruin Land Surveying & Engineering, P.C. (WBE) - Survey
- VJ Associates (MBE) – Cost Estimating
- Avila Consultants, LLC - CPM

Please contact the following references for further information:

Gilbert A. Anderson, PE
Commissioner of Public Works
County of Suffolk
335 Yaphank Avenue
Yaphank, NY 11980
631-852-4010
Gilbert.Anderson@suffolkcountyny.gov

Robert Pedenzin
Hazen and Sawyer
Bay Park Sewage Treatment Plant
2 Marjorie Lane
East Rockaway, NY 11518
516-881-7843 x206
rpedenzin@hazenandsawyer.com

Edward Visone
County of Nassau
Department of Public Works
3340 Merrick Road
Seaford, NY 11783
516-571-7359
evisone@nassaucountyny.gov

COUNTY OF NASSAU

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

1. Name of the Entity: de Bruin Engineering P.C.

Address: 11 Union Avenue

City, State and Zip Code: Bethpage, NY 11714

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

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held S Corp. ____Other (specify)

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

Robert W. de Bruin

[redacted]

[redacted]

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

Same

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

None

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

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

None

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

None

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

None

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

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

Dated: 5/19/16 Signed: [signature]

Print Name: Robert W. de Bruin

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.

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) 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) de Bruin Engineering, P.C., a consulting engineering firm having its principal office at 11 Union Avenue, Bethpage, NY 11714 (the "Firm" or "Contractor").

W I T N E S S E T H:

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

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

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

1. Term.

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 twentieth (20) month 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 one year delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2.. Services.

(a) The services to be provided by the Firm under this Agreement for the Pump Station Mitigation – Lawrence WWTP and Sage Lake, shall consist of those specific work divisions and deliverables as enumerated in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an

actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

(2) Testing Laboratory Services.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs and renderings as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.

(6) Other comparable expenses as approved by the County.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid the Firm's services under this Agreement, including any Extra Services that may so be authorized, shall not exceed One Million Two Hundred Thirty-Seven Thousand Six Hundred ($1,237,600) dollars.

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

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

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

any funding source including the County.

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Firm hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.

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

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

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department,

and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

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

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

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

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

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

7. Compliance with Law.

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

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

(i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;

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

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

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

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

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

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

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

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Firm or a Firm Agent, regardless of whether due to negligence, fault, or default,

including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

10. Insurance.

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

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any

of the required coverages. The failure of the Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

12. Termination.

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

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

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

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

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or

manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

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

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the

Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

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

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

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

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

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

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint

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

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

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

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

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

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

de BRUIN ENGINEERING, P.C.

By: _____

Name: ROBERT W. DE BRUIN

Title: PRESIDENT

Date: 5/17/16

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 17th day of May in the year 2016 before me personally came Robert W. de Bruin to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of de Bruin Engineering P.C. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC Caroline Ciampa

CAROLINE CIAMPA
Notary Public, State of New York
No. 01CI6185662
Qualified in Nassau County
Commission Expires 04/21/2020

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

On the ____ day of _____ in the year 20_ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is 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

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

The County requires the Construction Manager (CM) to provide comprehensive construction phase services and to coordinate these services with the County's third party Program Manager, (PM). The scope of services to be performed in the respective phases (which will overlap) is summarized below:

2.1 Construction Phase Services

2.1.1 Commencement and Duration - The Construction Phase will commence with the award of a construction contract for the project and will terminate upon final acceptance of the Project in its entirety by the County. The combined construction phase is scheduled for 18 months. The CM should include one (1) month of pre-construction duties and one (1) month of post-construction duties as noted in Section 1 in their proposal.

2.1.2 General Construction Administration - The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. Administer the construction of the Project, including scheduling of the Work and coordination of the Construction Contractor (CC). The CM shall maintain competent full-time staff at the project site to administer the project, at all times Work is being performed by CC. The FIRM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, etc.

2.1.3 Site Conditions - As portions of the Work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County, the Program Manager and the Design Engineer, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County, the Program Manager and the Design Engineer to devise appropriate modifications to the Contract Documents.

2.1.4 Quality Assurance - The FIRM shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the CM's routine observation of the Work of the CC with respect to conformance to the Construction Documents,. The CM shall endeavor to guard the Owner against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by third parties with the Work of the CC. The CM shall promptly notify the County, Program Manager, Design Engineer, and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall make recommendations for correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.

2.1.5 Scheduling - The CC shall prepare the Master Construction Schedule (baseline) and monthly updates. This Schedule shall be prepared using the critical path method and Primavera P6 (or later version) software as approved, and shall be broken down in sufficient detail to be useful for monitoring progress, delay analysis, and administering the CC's contract provisions. The schedule shall be cost and resource loaded by the CC. The CM is responsible for monitoring the accuracy and completeness of the CPM Schedule, to review the Baseline and updates, provide analysis of delay, preparation of reports as required by the County, negotiation of delay claims and recommendation for recovery or necessary changes to complete the project within budget and schedule. The CM is responsible for the detailed review of all logic, logic changes, durations, Work Breakdown Structure (WBS), resource and cost loading and acceptance. The CM shall evaluate CC's requests for extension of the Contract time, and advise the County confidentially on the quantum and merits of such

requests. The CC shall update the Master Schedule monthly to show progress, compile 2-week look-ahead schedules from the Master Schedule and augment same. The CM shall follow up with the CC who will prepare Schedule updates as necessary to reflect changes and show the impact of changes to the critical path and completion milestones. The CM shall review in a timely manner as per contract specifications. Upon approval of the baseline and subsequent to each monthly update, the CM shall prepare/distribute the schedule report consisting of project status, current critical issues, upcoming concerns, analysis of attribution of delays and suggested recovery by CC, and shall provide information to the PM for integration to and updating of the Program Master Schedule and shall discuss and agree upon recovery steps with the Program Manager.

2.1.6 Cash Flow Forecast - With the cooperation of the CC, CM shall prepare a cash flow forecast for the entire project, based on the project schedule, and shall revise same, whenever there is a significant change in the schedule that would warrant a revision to the cash flow forecast. The baseline cash flow forecast and all revisions shall also be forwarded to the PM for integration into the Master Program Budget and Cost Forecasting Tool.

2.1.7 Monitor Progress - Monitor the progress of the CC's work and prepare written daily reports documenting the type and location of work performed, the CC's trade labor and equipment, and all pertinent details relative to the progress of the Work. Augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. Pro-actively monitor the progress of the Work, taking such steps (on behalf of the County) as are authorized under the CC's contract, to ensure that the CC's workforce is sufficient and the work is being diligently prosecuted. Where progress is impeded by actions/inactions of the Design Engineer, or others, bring such matters promptly to the attention of the County for resolution. The CM shall monitor the progress in such a manner as to complete the project within the schedule and budget, on behalf of Nassau County.

2.1.8 Information Management System – The CM shall develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained by the CM for a period of six (6) years after completion of services. The CM shall implement, and maintain on a current (daily) basis, a web-based information management system to track all drawings, CC submittals, meeting minutes, requests for information, bulletins, changes orders, CC requisitions/payments, correspondence, reports, and all documents which should be part of the project record. The web-based information management system (such as Submittal Exchange, or similar) shall be authorized as a reimbursable expense from an allowance which will be added to the CM's Base Fee. Project records, including the project directory and emergency contact information, will be kept well organized and the information maintained current at all times. At the minimum, the CM shall implement a web-based information management system for the exchange of submittals and provide and maintain access to all project participants. The CC's submittals such as shop drawings, product data, and samples, shall be routed directly and concurrently to the CM and Design Engineer. The CM shall promptly review them for completeness and responsiveness, log and finally distribute them to the Design Engineer, all distribution shall be electronic, for review and approval; within 48 hours of receipt by CM of CC's submittals. The CM shall return submittals to the CC within 24 hours of receipt from the Design Engineer, and shall update the submittal log accordingly. CM shall collect and compile as-built drawings, operations and maintenance manuals, spare parts and attic stock provided by the CC and is responsible for documenting acceptability and the transfer of these items to Plant Operations, in both paper and electronic formats.

2.1.9 CC Payments: - Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CC. CM shall correlate CC's payment requests with the progress of the work and take into account any deficiencies in the work for which payment is being requested, in making his recommendation. The CM's recommendation for payment shall constitute a representation to the County, that, to the best of the CM's knowledge, information and belief; the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. All payments shall be based on the cost loaded CPM schedule and CM shall be responsible for certifying such payments. The CM shall provide copies of their recommendations for payment to the PM.

2.1.10 Meetings – Schedule and conduct regular bi-weekly job progress meetings with the CC, the Design Engineer, the County, the Program Manager and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related the Project. The CM shall also attend periodic meetings with the County, the Program Manager and/or the Design Engineer. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.

2.1.11 Reporting – The CM shall prepare bi-weekly written progress reports and promptly deliver five (5) copies of same to the County, and one (1) copy to the Program Manager . Such reports shall include the following information at a minimum:

A. Work activities performed during the reporting period and those activities scheduled to be performed in the next 2 weeks.
B. Identification and status of all critical and important issues, which require the attention of the County
C. Brief construction progress update describing actual progress versus plan, supported by earned value data.
D. Summary of schedule gains and delays and actions taken to mitigate delays
E. Photographs and other documentation which is germane to the report.
F. On every other bi-weekly report (i.e., every 4 weeks) provide updated Submittal, RFI and Change Order logs as attachments.

2.1.12 Safety - The CM shall require the CC to submit its safety program and shall serve a central role in dissemination of safety-related information between the CC, the Program Manager and the Nassau County Plant and Construction personnel. The CM shall not have control over or charge of the Work and the CM shall not be responsible for CC's means, methods, techniques, sequences or procedures, and/or for safety precautions and programs in connection with the work of the CC, since these are solely the CCs' responsibility. The CM shall not be responsible for the CC's failure to carry out the Work in accordance with the CC's Safety Programs, and/or applicable safety rules and regulations. Nevertheless, the CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC. The CM must review the CC safety program and inform the Department and the Program Manager of its adequacy.

2.1.13 Changes - The CM shall review all Supplementary Bulletins prepared by the Design Engineer prior to their issuance; prepare cost estimates; review CC's proposals; and submit formal written recommendations, including confidential memoranda to the County and the Program Manager, clearly delineating the scope and reason for the changed work. Evaluate the CC's proposed adjustment to contract price and time; and assist the County in negotiating Change Orders. Where changes are, or may be, the result of the Design Engineer's error or

omission, the CM shall confidentially inform the County and the Program Manager of such, and shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, Bulletins, Proposals and Change Orders, which shall be uploaded regularly into the Contract Management Information System.

2.1.14 Partial Occupancy and Beneficial Use - The CM shall assist the County in determining dates of Partial Occupancy of the Work, or portions thereof, designated by the County; and shall assist in obtaining any necessary temporary occupancy certificates. Review any lists prepared by the Design Engineer of incomplete or unsatisfactory work, prepare schedules for completing and correcting the Work, and monitor the completion/correction. Prior to any declaration of partial occupancy or beneficial work the CM shall coordinate and attend a site review with the Program Manager on behalf of the County.

2.1.15 Field Office - The CM shall be provided office space at the Cedar Creek WPCP Construction House for use as temporary CM offices during the construction phase. All CM's office equipment and supplies, including but not limited to computers (with software and high speed internet access), printers, copiers, scanners, facsimile machines, etc. shall be provided, maintained, and subsequently removed by the CM, and the cost of same is included in the CM's fee. Telephone service and up to 2 lines and telephones will be provided to the CM for exclusive use on this project, by the County.

2.2 Construction Services

2.2.1 Contract Closeout - Conduct final inspections with Design Engineer, the Program Manager and the County, at the completion of each phase of the project, and prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. It is understood that the project will be completed in phases and that multiple final inspections are needed. Compile project record documents collected during the construction phase and supplement with any information collected following occupancy. Review the as-built drawings provided by the CC and verify that the as-built drawings, to the best of the CM's knowledge, based upon the CM's observations during the progress of the project, document the actual construction of the project. The CM shall then transmit the verified as-built drawings to the Design Engineer for the preparation of record drawings. THE COUNTY RESERVES THE RIGHT TO REQUIRE THE CM TO DIGITIZE CONTRACT CLOSEOUT DOCUMENTS IN A FORMAT NOT YET CHOSEN. COMPENSATION WILL BE BASED UPON THE EXTRA SERVICES SECTION OF THE AGREEMENT. Schedule and record/document the training of County personnel with respect to the operation and maintenance of components and systems.

2.2.2 CC Claims and Disputed Work - The CM shall promptly review the CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed, promptly refer the matter(s) under dispute to the Design Engineer and the Program Manager for interpretation. Confer with the Design Engineer and the Program Manager, and advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, and at no additional cost to the County, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are held during the construction or post-construction phase. With the County's concurrence, prepare written response to CC's claims, incorporating the Design Engineer's determination, where applicable.

2.2.3 Limitation of Services - Nothing contained in this Agreement shall be deemed to require or authorize the CM to perform any act or render any services other than those of a professional Construction Manager, as defined herein. The services, recommendations, and

advice furnished by the CM shall not be deemed to be warranties, or guarantees, or constitute the practice of any profession other than that of a professional Construction Manager. Notwithstanding any language to the contrary, this Agreement shall neither require, nor authorize, the Construction Manager to assume any duty, role, responsibility, or obligation; or perform any task, function, or activity, which is properly that of the Design Engineer.

EXHIBIT "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:

A. BASIC SERVICES {Not-to-Exceed Fee}

In consideration of all services, exclusive of Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed Nine Hundred Fifty-Two Thousand ($952,000.00) dollars. The Firm shall be compensated for such services by an amount equal to two point three (2.3) times the actual salaries or wages paid to the technical personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits.

B. REIMBURSABLE EXPENSES

1. Testing and Controlled Inspection Services – the Firm shall be reimbursed for the actual cost incurred in connection with testing and controlled inspection services. Invoices must be substantiated by reports, bills and payment records.

2. Other Reimbursable Expenses - the Firm shall be reimbursed for authorized reimbursable expenses. These must be approved by the Department, prior to the cost being incurred, in accordance with Section 2 (d) of the Agreement.

The Firm shall prepare and attach to this Agreement a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and seventy five dollars ($175.00).

APPENDIX C

DISCLOSURE STATEMENT

COUNTY OF NASSAU

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

1. Name of the Entity: de Bruin Engineering P.C.

   Address: 11 Union Avenue

   City, State and Zip Code: Bethpage, NY 11714

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

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

   ____Ltd. Liability Co ____Closely Held Corp S. Corp. ____Other (specify)

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

Robert W. de Bruin

[redacted]

[redacted]

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

Same

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.). 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, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

None

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

None

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

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

Dated: 5/17/16

Signed: _____

Print Name: Robert W. de Bruin

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.

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when

the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time

frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

APPENDIX "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   Robert W. de Bruin (Name)

   18 Crestwood Road (Address)

   Port Washington, NY 11050 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has __X___ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has __X___ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

5/17/16
Dated

_____
Signature of Chief Executive Officer

_____
Name of Chief Executive Officer

Sworn to before me this

17th day of May, 2016.

Caroline Ciampa
Notary Public

CAROLINE CIAMPA
Notary Public, State of New York
No. 01CI6185662
Qualified in Nassau County
Commission Expires 04/21/2020

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Robert W. de Bruin - President — 06/22/16
Name and Title of Authorized Representative — m/d/yy

Signature — 6/22/16 Date

de Bruin Engineering P.C.
Name of Organization

11 Union Avenue, Bethpage, NY 11714
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/31/16

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	CONTACT NAME: Aon Risk Services, Inc of Florida PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): 800-522-7514 EMAIL ADDRESS: ADP.COI.Center@Aon.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : New Hampshire Ins Co	23841
INSURED ADP TotalSource II, Inc. 10200 Sunset Drive Miami, FL 33173 L/C/F DeBruin Engineering PC 11 Union Ave Bethpage, NY 11714	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1273977 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 034132743 NY	07/01/15	07/01/16	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ Unlimited
							E.L. DISEASE - EA EMPLOYEE	$ Unlimited
							E.L. DISEASE - POLICY LIMIT	$ Unlimited

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for DEBRUIN ENGINEERING PC, paid under ADP TOTALSOURCE, INC's payroll, are covered under the above stated policy.
RE: CM Sage Lake & Pump Stations

CERTIFICATE HOLDER

Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services, Inc of Florida

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/31/2016

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: John Fitzpatrick
Prosurance Brokerage Associates Inc. 111 Broadway Suite 1404 New York NY 10006	PHONE (A/C, No, Ext): (212)693-1550 FAX (A/C, No): (212)406-0924 E-MAIL ADDRESS: Jfitzpatrick@Proredinsure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Co of America	25666
INSURER B: Travelers Indemnity Company	25658
INSURER C: Great American Insurance Group	16691
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
de Bruin Engineering, P.C.
11 Union Avenue
Bethpage NY 11714

COVERAGES CERTIFICATE NUMBER: MASTER COI REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	Y	680-7997L478-TIA	12/3/2015	12/3/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	Y	680-7997L478-TIA	12/3/2015	12/3/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	Y	CUP-3128T825	12/3/2015	12/3/2016	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	ENGINEERS PROFESSIONAL LIABILITY INSURANCE			DPP4203254	1/31/2016	1/31/2017	$3,000,000 Per Claim $4,000,000 Annual Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for DEBRUIN ENGINEERING PC, paid under ADP TOTALSOURCE, INC's payroll, are covered under the above stated policy.
RE: CM Sage Lake & Pump Stations

CERTIFICATE HOLDER

Nassau County Department
of Public Works
1194 Prospect Avenue
Westbury, NY 11590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
David Hickman/DHICK

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COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: April 20, 2016

SUBJECT: Proposed Personal Services Agreement with deBruin Engineering, P.C.
Recommendation of Firm for Construction Management Services
Pump Station Mitigation
Proposed Agreement No. S3P311-10M

This Department intends to procure construction management (CM) services for repairs/replacements resulting from Hurricane Sandy, as well as requirements for Code/OSHA compliance items and flood mitigation measures for two (2) Sewage Pumping Stations – Sage Lake and Lawrence, both within Sewage District No. 2. Services shall include a full-time resident engineer, inspection, office engineer, monitoring and reviewing contractor's CPM scheduling, perform cost estimating, and other related construction administration services.

A "Request for Proposals" was prepared in conformance with the Department's policy for assessing technical understanding, statement of qualification, and a proposed project schedule. The Request for Proposals was posted on the County's website and advertised in *Newsday*.

Technical and Cost Proposals were received from six (6) firms (listed below) on February 22, 2016. The Technical Proposals were evaluated by professionals from within the Department of Public Works. Following the review, the technical rank was established and the cost proposals were reviewed. The results of the technical evaluation are summarized below, along with each firm's total proposed CM base fee, based upon a project duration of twenty (20) months.

Firm Name	Tech Rank	Tech Rating	Total CM Base Fee	Total Adjusted Fee with 30% Contingency
deBruin Engineering	1	92.0	$952,000	$1,237,600
D&B Eng. & Arch.	2	89.4	$996,889(1)	$1,295,956
LKB Consulting Eng.	3	86.0	$973,861	$1,266,019
Cameron Engineering	4	85.0	$1,026,490	$1,334,437
Nautilus Consulting	5	74.4	$999,379(1)	$1,299,193
Haider Engineering	6	73.6	$356,448	$463,382

(1) Adjusted Cost for appropriate resident engineering services.

The costs above, with contingencies added, represent the final cost to perform the requisite work associated with the RFP.

Subject: Proposed Personal Services Agreement with deBruin Engineering, P.C.
Recommendation of Firm for Construction Management Services
Pump Station Mitigation
Proposed Agreement No. S3P311-10M

In reviewing all of the proposals received, it was noted that one (1) of the top four (4) highest technically rated firms (D&B) submitted a proposal that was significantly lower than the other three (3) ($568,145). Upon further review of the cost proposal details, it was noted that D&B's proposal included limited man-hours, principally for resident engineering services. Normalizing the D&B proposal to include sufficient resident engineering man-hours to ensure the quality of the construction work, their base fee becomes $996,889. Likewise, Nautilus, when normalized to provide comparable resident engineering service man-hours, exhibits a base fee of $999,379. With regard to the lowest rated firm, Haider, their limited qualifications and lack of adequate experience with County-related projects makes questionable their excessively low base fee. This is reflected in their low technical rating.

Accordingly, in our professional judgment, the proposal submitted by deBruin Engineering, having received the highest technical rating and proposing a reasonable base fee, represents the best value to the County. Therefore, we recommend proceeding with a Personal Services Agreement with deBruin Engineering for $952,000 ($1,237,600 with contingency) to provide construction management services for this project.

The funding for these professional services is available under Capital Project 3P311. It is expected that the full cost of these services will be eligible for reimbursement by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

In accordance with the procedural guidelines, CSEA will be notified of this proposed agreement.

If you approve or disapprove of the foregoing, please signify by signing below and returning a copy of this memo.

Richard P. Miller
Chief Deputy Commissioner

RPM:KGA:JLD:rp
c: Shila Shah-Gavnoudias, Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Thomas A. Immerso, Sanitary Engineer II
Loretta V. Dionisio, Hydrogeologist II

APPROVED:

Richard R. Walker 4/20/16 Date
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive

REQUEST TO INITIATE RTI Number 16-0030

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: PUMP STATION MITIGATION – Lawrence and Sage Lake Wastewater Pumping Stations

Department: Public Works Project Manager: Thomas A. Immerso Date: February 1, 2016

Service Requested: Recommendation of Firm for Construction Management Services

Justification: Necessary for repairs/replacements of equipment at sewage pump stations resulting from Hurricane Sandy as well as requirements for Code/OSHA compliance items and flood mitigation measures for the two (2) SDD-2 pump stations listed above, in conjunction with previously approved Contracts S3P311-10G.

Requested by: Department of Public Works Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/*CM*/Equipment) $1,000,000.00 (est.)
Circle appropriate phase

Total Project Cost: $6,900,000.00 (approx.) Includes, design, construction and CM

Date Start Work: July, 2016 Phase being requested

Duration: Eighteen (18) Months Phase being requested

Capital Funding Approval: YES ☒ NO ☐ _____ SIGNATURE _____ DATE req 2016 Cap Plan

Funding Allocation (Capital Project): 3P311
See Attached Sheet if multiyear ☐

NIFS Entered: _____ SIGNATURE _____ DATE

AIM Entered: K Maguire 3/1/16 SIGNATURE DATE

Funding Code: 3P311-[redacted] SAN010 Use this on all encumbrances

Timesheet Code: 16-0030 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 ☑

DCE/Ops Approval: YES NO Signature _____

K:\ADMIN\Letters for Signature\Water Management\Perfetti\RTI - Pump Station Mitigation S3P311-10M for CM (-10G).doc

2/2/16

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: February 9, 2016

SUBJECT: CSEA Notification of a Proposed DPW Contract
Pump Station Mitigation – Construction Management Services
Proposed Contract No. S3P311-10M

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:

   Construction management services for repairs/replacements resulting from Hurricane Sandy, as well as requirements for Code/OSHA compliance items and flood mitigation measures for two (2) sewage pump stations.

2. The work involves the following:

   Scope of Work: Construction management services to complement previously approved design contracts addressing repair, replacement, Code-required improvements and flood mitigation of the following stations: Lawrence and Sage Lake (Contract S3P311-10G).

3. An estimate of the cost is: $1,000,000.00

4. An estimate of the duration is: Eighteen (18) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

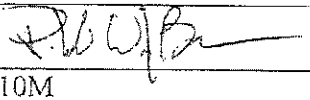
Kenneth G. Arnold
Assistant to Commissioner

KGA:WSN:JLD:rp
c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
William S. Nimmo, Deputy Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Thomas A. Immerso, Sanitary Engineer II
Patricia Kivo, Unit Head, Human Resources
Loretta Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name: de Bruin Engineering P.C.
Address (street/city/state/zip code): 11 Union Avenue, Bethpage, NY 11714
Authorized Representative (name/title): Robert W. de Bruin - President
Authorized Signature: 
Contract Number: S3P311-10M
Contract/Project Name: Pump Station Mitigation – Construction Management Services
Contract/Project Description: Construction management services for upgrades at Sage Lake Pump Station and Lawrence WWTP.

Part 2- Projected MBE/WBE Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	1,237,600.00		100
Total MBE Dollar Amount	65,000.00	MBE Contract Percentage	5
Total WBE Dollar Amount	87,100.00	WBE Contract Percentage	7
Total Combined M/WBE Dollar Amount	152,100.00	Combined M/WBE Contract Percentage	12

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount($) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: VJ Associates Address: 100 Duffy Avenue City: Hicksville State/Zip Code: New York 11801 Authorized Representative: Vijay Desai Telephone No. (516) 932-1010	Change Orders	Amount ($): 65,000.00 Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Avila Consultants Address: 116 Fairfield Road City: Fairfield State/Zip Code: New Jersey 07004 Authorized Representative: Lucyna Pelc-Maj Telephone No. (973) 575-6327	Scheduling	Amount ($): 54,600.00 Award Date:	Start Date: Completion Date:
Name: Gayron de Bruin Land Surveying & Engineering Address: 11 Union Avenue City: Bethpage State/Zip Code: New York 11714 Authorized Representative: Christine Gayron Telephone No. (516) 579-3111	Surveying	Amount ($): 32,500.00 Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative:		Amount ($): Award Date:	Start Date: Completion Date:

Telephone No.			

Cedar Creek Waste Water Treatment Plant
Digester Rehabilitation and Cleaning
Wantagh, NY

Owner
County of Nassau
Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Contact
Joseph Walker
Deputy Commissioner
of Public Works
516.571.9608

Estimated Cost
$15,000,000

Work Dates
2015-Current

Contractors
Posillico Civil, Inc.

Site Description

- Waste water treatment plant with primary, secondary and storage digesters, totaling 9 tanks.

Project Objectives

- The project will provide necessary rehabilitation and cleaning of areas typically not safely accessible during normal maintenance periods.

Construction

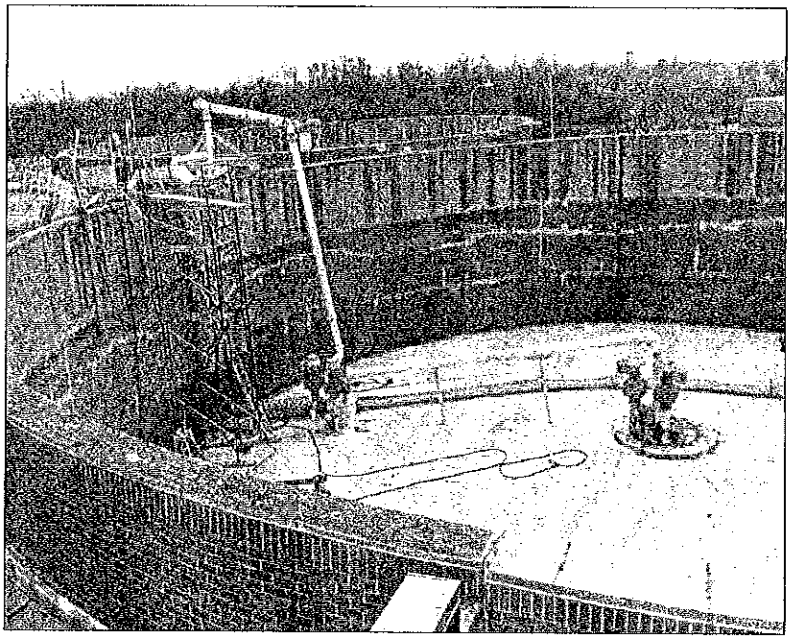
- Cleaning of the interior of the tanks and replacement and/or rehabilitation of associated valves, gas compressors and heat exchangers. Structural repair as needed for tank covers. New coatings to be applied on the tank covers and gas retrieval equipment.

Services Provided

- Construction management and inspection.

Project Delivery

- Expected 2017



Bay Park Sewage Treatment Plant
Phase E1 Electrical Distribution System Improvements
East Rockaway, NY

Owner
County of Nassau
Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Contact
Joesph Davenport, PE
516.571.9608

Estimated Cost
$29,000,000

Work Dates
2014-2016

Contractors
RJ Industries Inc.
Bana Electric Corp.
Scalamandre Contruction

Site Description

- 70 mgd Wastewater Treatment Plant serving 530,000 residents in the southwest portion of Nassau County.

Project Objectives

- The Bay Park Wastewater Treatment Plant suffered severe flood damage from Superstorm Sandy in the fall of 2012. In response to this disaster Nassau County embarked on an $800 million program to upgrade to the plant. The objective of the E1 project was to replace three (3) electrical sub-stations on the property and to elevate them above the 500 year flood elevation.

Construction

- New Unit Substation No. 3 (USS-3), Unit Substation No. 4 (USS4), and Unit Substation No. 5 (USS-5) that will all be elevated.
- Demolition and removal of electrical ducts and other utilities.
- Demolition of the Administration Building (also referred to as Lab Building) and of the Construction Administration Building (also referred to as Construction House) and nearby abandoned construction trailers.
- Demolition of the Sewer Maintenance Storage Building and its two related structures, Building X and Pipe Shed.
- New utilities including excavation, bedding, backfilling, and surface restoration.
- Construction of three new substations. Substations are stainless steel construction on concrete piers on augered grout piles.
- Concrete encased electrical ducts (high voltage and low voltage), manholes and handholes including excavation, conduit, reinforcement and concrete encasement, bedding, backfilling, and surface restoration.
- Site work, plumbing, HVAC, and electrical work associated with the above work.

Services Provided

- Construction inspection and scheduling.

Expansion of Bergen Point Wastewater Treatment Plant

Owner
County of Suffolk
Department of Public Works
335 Yaphank
Yaphank, NY 11980

Contact
John Donovan, PE
Chief Engineer - Sanitation
631.852.4204

Construction Cost
$81,000,000

Program Manager
Phil Campisi

Construction Schedule
March 2014
March 2017

Contractors
Poscillico-Skanska JV

Wick's Law
No

Project Labor Agreement
Yes

Project Description

- 30 MGD wastewater treatment plant serving southwest Suffolk County.

Project Objective

- Increase plant capacity by 30% at Bergen Point Wastewater Treatment Plant by constructing two Primary Settling Tanks, two Aeration Tanks, 3 Aeration Blowers, six Influent Pumps and rehabilitation of the existing Return Sludge Pumping Station. Alternate work includes additional Final Clarifier and RAS/WAS Pumping Station, rehabilitation of existing clarifiers, construction of two additional Primary Settling Tanks and two additional Aeration Tanks.

Time Allowed for Construction/Multiple Prime Contractors

- The contract duration is 36 months. The project will be constructed under a Project Labor Agreement with one prime contractor and as part of it's obligation under the Contract Documents the contractor will be required to utilize two tradesmen from the project manager's staff and reimburse the County for such services. All sub contractors including electrical, HVAC and plumbing will be responsibility of the prime contractor.

Sequencing of Construction

- To increase efficiency the contractor would employ the following sequence of construction:
- Phase One - commence by working on the Aeration Tanks and the Primary Settling Tanks simultaneously. This would involve installing steel sheeting, setting up a dewatering system and commence excavation. Close proximity of areas would be beneficial for staging and dewatering.
- Phase Two – Installation of new Final Clarifier, RAS/WAS Pumping Station and rehabilitation of existing Final Clarifiers No. 1 thru No. 4 (alternate) and rehabilitation of Return Sludge Pumping Station.
- Phase Three – Predicated on fabrication and delivery of equipment; remove and replace the six Influent Pumps and three Aeration Blowers.

Services Provided

- Constructability review, construction management, construction inspection, construction administration including preliminary review of submittals, monitor project schedule, running project meetings, preliminary review of RFI's, review and processing of

contractor's payments, and review of change orders. Oversee project to coordinate with plant operations to ensure seamless operations of the plant while facility is under construction.

de Bruin REPRESENTATIVE PROJECTS

Cedar Creek WPCP
Gravity Belt Thickener Facility Improvements
Wantagh, NY

Owner
County of Nassau
Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Contact
Joseph Davenport, PE
Deputy Commissioner
of Public Works
516.571.9608

Estimated Cost
$20,000,000

Completion Date
2010

Contractors
R.J. Industries, Inc.
Eldor Electric
HVAC Incorporated

Wick's Law
Yes

Site Description

- Gravity Belt Thickener Facility at Cedar Creek WPCP.

Project Objectives

- To demolish the interior of the existing Dissolved Air Flotation (DAF) Thickener Building including existing pumps, piping and valves and panels associated with the existing DAF and install new Gravity Belt Thickeners (GBTs), scum concentrators, polymer storage and feed and odor control fans and ductwork. The existing DAF equipment will be demolished and removed to install the new process equipment.

Construction

- Installation of a Gravity Belt Thickener Facility within an existing building;
- Installation, testing and start-up of four GBTs, two scum concentrators, polymer storage and feed system, two fans and associated controls, thickened sludge pumps, filtrate and belt spray water pumps along with new suction and discharge piping, supports and valves and concrete containment area;
- Installation of all associated instrumentation, controls, electrical, mechanical and HVAC systems.

Services Provided

- Constructability review, construction management, construction inspection, construction administration including preliminary review of submittals, monitor project schedule, running project meetings, preliminary review of RFI's, review and processing of contractor payments, and review of change orders.
- Oversee project to coordinate with plant operations to ensure seamless operations of the plant while the facility is under construction.

de Bruin REPRESENTATIVE PROJECTS

Cedar Creek WPCP
Sludge Dewatering Facility Improvements
Wantagh, NY

Owner
County of Nassau
Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Contact
Joseph Davenport, PE
Deputy Commissioner
of Public Works
516.571.9608

Estimated Cost
$35,400,000

Completion Date
2012

Contractors
Blue Water Environmental
Geo-Tech Construction
Bana Electric
Snow Industries

Wick's Law
Yes

Site Description

- Sludge Dewatering Facility located at Cedar Creek WPCP.

Project Objectives

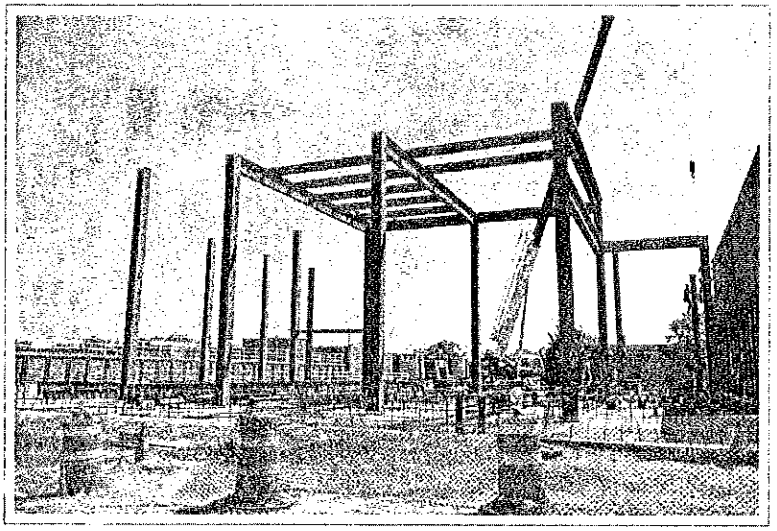
- Extend existing building perform complete upgrade of all equipment & systems while keeping all processes operational during construction.

Construction

- 8,300 SF building extension, 10 new belt filter presses (BFP), new control system, all new pumps, tanks, plumbing, electric, HVAC, security system, and mechanical. Extensive MOPO'S with demo and reconstruction of existing facility and construction of annex.

Services Provided

- Constructability review, construction management, construction inspection, construction administration including preliminary review of submittals, running project meetings, preliminary review of RFI's, monitoring of project schedule, review and processing of contractor payments, and review of change orders.
- Construction inspection was critical due to the coordination of multiple trades in operation at any one time.
- Oversee project to coordinate with plant operations to ensure seamless operations of the plant while the facility is under construction.



Bay Park Sewage Treatment Plant
Dechlorination Facility
East Rockaway, NY

Owner
County of Nassau
Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Contact
Joseph Davenport, PE
Deputy Commissioner
of Public Works
516.571.9608

Estimated Cost
$6,000,000

Completion Date
2012

Contractors
R.J. Industries, Inc.
Cooper Power and Lighting

Wick's Law
Yes

Site Description

- Dechlorination Facility at Bay Park STP.

Project Objectives

- To demolish the interior of an existing building and install a new Dechlorintaion Facility, as well as, modify the outfall line which required extensive excavation, sheeting, piping installation and installation of sampling lines and chemical lines to the outfall pipe. The major effort was the installation of piping, pumps, valves, containment area, chemical tanks, underground piping, process controls and supporting electrical work. The systems required extensive blue tag/yellow tag, system startup, and performance testing and health department certification. The outfall line was in operation and all work had to be strictly monitored in order to obtain a vibration free environment. In addition, it was critical that all work be coordinated with plant operations.

Construction

- Installation of a dechlorination facility within an existing building;
- Installation of chemical feed pumps, piping and containment areas;
- Installation of all associated instrumentation, controls, electrical, mechanical and HVAC systems.

Services Provided

- Constructability review, construction management, construction inspection, construction administration including preliminary review of submittals, produce base line cost loaded schedule, monitor DEC milestones, running project meetings, preliminary review of RFI's, review and processing of contractor payments, and review of change orders.
- Oversee project to coordinate with plant operations to ensure seamless operations of the plant while the facility is under construction.

The Birches Pump Station and Force Main
Locust Valley, NY

Owner
County of Nassau
Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Contact
Joseph Davenport, PE
Deputy Commissioner
of Public Works
516.571.9608

Estimated Cost
$9,000,000

Work Dates
2009-2011

Contractors
Philip Ross Industries
Wire to Water Electric
Bove Industries

Site Description

- An isolated subdivision not connected to the Nassau County Sewer System.

Project Objectives

- Construct a new Sewage Pump Station, Sewer Interceptor and Force Main that will enable local residents to decommission their septic systems.

Construction

- Construction of new masonry structures and wet well including metal frame roof, doors and ceiling over the precast pump station substructure. Furnished and installed new pumps and controls, piping, valves, pump control equipment, electrical and heating and ventilation in the new precast structure. Dewatering system and sheeting installed during construction of foundation and installation of below grade piping. In addition, installed by directional drilling 3.5 miles of two (2) six inch HDPE force mains from Bayville Road/Meleny Road to existing manhole on Forest Avenue. Sewer interceptor with a length of 1,100 LF and a depth reaching 23 feet, with house connections being installed on Bayville Road. All piping and manholes tested per Nassau County Standards. The overall construction cost was over $7M. This is an ARRA funded project and de Bruin is responsible for monitoring all requirements and compliances and documentation as set forth by NYS Environmental Facilities Corporation.

Services Provided

- Scheduling, resident engineering, inspection, administration of contract payments, administration of submittals and RFI's, review and negotiation of change orders, correspondence, monitoring and reporting on progress, running project meetings, oversight of start-up, testing and training, and contract close-out.

de Bruin REPRESENTATIVE PROJECTS

Bay Park Sewage Treatment Plant
Hot and Chilled Water Piping Replacement
East Rockaway, NY

Owner
County of Nassau
Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Contact
Joseph Davenport, PE
Deputy Commissioner
of Public Works
516.571.9608

Estimated Cost
$6,500,000

Work Dates
2007-2009

Contractors
James McCullagh Co. Inc.

Site Description

- Sewage treatment plant with deteriorated and leaking piping of the hot and chilled water distribution piping system.

Project Objectives

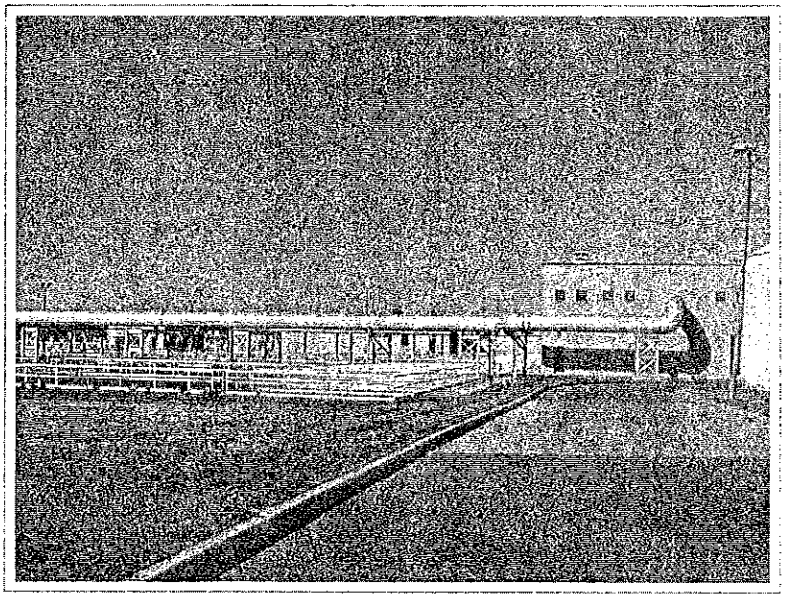
- The critical nature of the project involves the interaction with existing facilities which will mandate temporary feeder systems and by pass piping to the existing buildings. The project is a priority as the new system will prevent a potential system failure that could impact plant operations and treatment process. The new piping will ensure the distribution for the hot and chilled water will provide reliable service for the heating and cooling systems.

Construction

- New piping is a fiberglass insulated system that enters and exits cast in place structures throughout the Bay Park Facility.

Services Provided

- Construction inspection and scheduling.



de Bruin REPRESENTATIVE PROJECTS

Whitewood Drive Pump Station
Wantagh, NY

Owner
County of Nassau
Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Contact
Joseph Davenport, PE
Commissioner of Public Works
516.571.9608

Estimated Cost
$2,181,410

Completion Date
2006-2007

Project Team
Project Management – de Bruin

Site Description

- The Whitewood Drive Pumping Station was an operation that contained antiquated equipment that was beyond repair.

Project Objectives

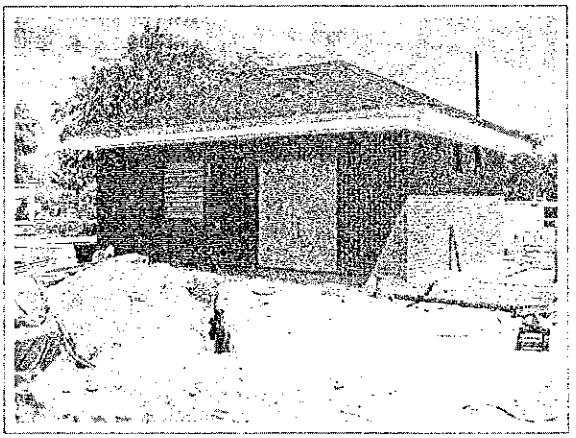
- Reconstruct existing building, perform complete upgrade of all equipment & systems while keeping all processes operational during construction.

Construction

- Multi Prime project which included demolition and removal of all equipment, including mechanical, electrical, heating, ventilation, plumbing, piping, conduit and all pump station equipment including the emergency generator and existing pumps and controls. Installation of bypass pumping facility and appurtenances preceding demolition of the facilities.
- Construction of a new masonry structures including wood frame, roof, doors and ceilings over the existing pump station substructure. Furnished and installed new pumps and controls, piping, valves, pump control equipment, electrical and heating and ventilation. Dewatering system installed during construction.

Services Provided

- Project engineering, review of all shop drawings, O& M manuals, startup procedures and as-builts. In addition, involved with RFI responses, negotiation of change orders, contractor claim evaluation, project inspection and surveying.



Cedar Drive Pumping Station
Roosevelt Boulevard Pumping Station

Owner
County of Nassau
Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Contact
Joseph Davenport, PE
Commissioner of Public Works
516.571.9608

Estimated Cost
$3,839,340

Completion Date
2006

Project Team
Project Management – de Bruin

Site Description

- The Cedar Drive Pumping Station and the Roosevelt Boulevard Pumping Station was an operation that contained antiquated equipment that was beyond repair.

Project Objectives

- Reconstruct existing buildings and perform complete upgrade of all equipment & systems while keeping all processes operational during construction.

Construction

- Multi Prime project which included demolition and removal of all equipment, including mechanical, electrical, heating, ventilation, plumbing, piping, conduit and all pump station equipment including the emergency generator and existing pumps and controls. Installation of bypass pumping facility and appurtenances preceding demolition of the facilities.
- Construction of a new masonry structures including wood frame, roof, doors and ceilings over the existing pump station substructure. Furnished and installed new pumps and controls, piping, valves, pump control equipment, electrical and heating and ventilation. Dewatering system installed during construction.

Services Provided

- Project engineering, review of all shop drawings, O& M manuals, startup procedures and as-builts. In addition, involved with RFI responses, negotiation of change orders, contractor claim evaluation, project inspection and surveying.

Cedar Creek WPCP
Final Tank and Building Improvements
Wantagh, NY

Owner
County of Nassau
Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Contact
Joseph Davenport, PE
Deputy Commissioner
of Public Works
516.571.9608

Estimated Cost
$27,500,000

Completion Date
2000

Contractors
N. Kruger, Inc.
James McCullagh Co. Inc.
Gordon L. Seaman, Inc.
Botto Mechanical Corp.
Carken Plumbing Corp.

Wick's Law
Yes

Site Description

- The Final Tanks and associated building was a facility that contained outdated manual equipment.

Project Objectives

- Bring building and equipment up to date.

Construction

- Demolition of eight Final Tanks and two buildings that incorporated the Final Tank equipment.
- Construct six concrete Final Tanks and a new process building with associated pumps and equipment. Additional work involved the creation of a computer center that has the capability of controlling a large portion of the plant. This was accomplished with the installation of fiber optic cable and upgrade to the plants process computer system. Construct a new masonry building with an extensive HVAC/mechanical room and motor control center/electrical room. The lower level of the building (below grade) contained the process equipment and pumping system that controlled the Final Tanks. An additional section of the building was constructed for storage of spare parts.

Services Provided

- Project management, RFI responses, negotiation of change orders, contractor claims evaluation and chairing project meetings. Negotiation with Surety.

Project Delivery

- Construction contractor defaulted and project was completed eight months behind original baseline schedule with acceleration of new schedule after hiring new contractor.

Cedar Creek Water Pollution Control Facility

Central Hot & Chilled Water Systems

Owner
Nassau County
Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Completion Date
2000

Type of Project
Renovation

Estimated Cost
$7,000,000

Project Director
Phil Campisi

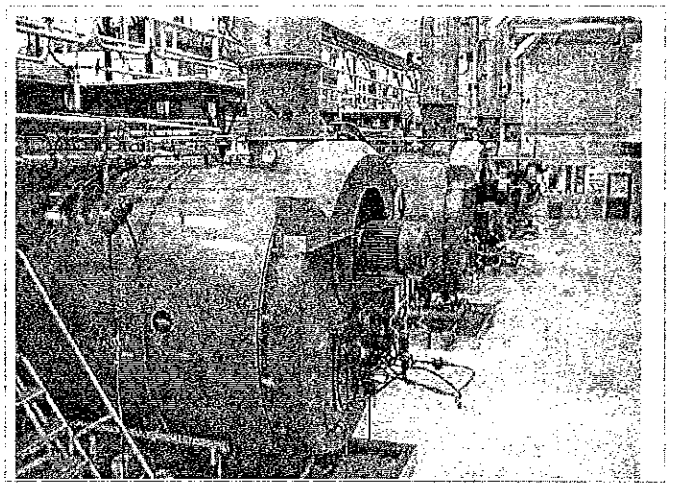
Contact
Joseph Davenport, PE
Acting Division Head
of Sanitation & Water Supply
516.571.9608

Contractors
Yeroush Corp.
Dart Mechanical
Gordon L. Seaman, Inc.

Wick's Law
Yes

The engine generator building was a structure that was no longer being used, as a new facility had been constructed with new engine generators. The first phase of this project was to remove the five existing engine generators and install four new hot water boilers that would feed the entire complex. The remaining portion of the building was converted to office space, storage facility and laundry area. Architectural improvements were made throughout the building including new doors, windows, terrazzo flooring, wallboard, masonry and painting. The new boilers run on natural gas and this installation entailed extensive coordination with the Nassau County Fire Marshal. In addition to the fire protection system that was installed for the boilers, an entire upgrade was made throughout the building.

The second phase of the project included the installation of two 500-Ton centrifugal chillers. The installation of the new chillers was accomplished by demolishing and removing the three existing steam boilers that had previously heated the Cedar Creek complex. The removal of the old boilers was predicated on the successful installation, testing and start-up of the new boiler system. This entailed detailed scheduling and coordination with plant personnel as new boilers were installed in the summer and chillers in the winter.



de Bruin REPRESENTATIVE PROJECTS

Cedar Creek WPCP
Secondary Gas Compressor Building
Wantagh, NY

Owner
County of Nassau
Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Contact
Joseph Davenport, PE
Deputy Commissioner
of Public Works
516.571.9608

Estimated Cost
$9,000,000

Completion Date
2004

Contractors
James McCullagh Co.
Seacrest Construction
Bana Electric

Wick's Law
Yes

Site Description

- Construction of compressor and lube oil storage facility located at Cedar Creek WPCP.

Project Objectives

- Expand and centralize the gas distribution system and to replace the existing compressors that have become outdated. Modifications to plant heating boilers and upgrade to the plant's Foxborro Control System.

Construction

- The project included construction of a new masonry and concrete facility with new compressors and extensive site work including electric duct bank installation with tie-in of new electric service, work on new gas piping system between New Secondary Compressor Facility and engine generators, tie-in of new fire protection water line, protected water tie-in and sanitary, roof drain and floor drain connections to existing. This project incorporated seismic loading requirements that had gone into effect in the metropolitan area. Extensive coordination was required between the construction group and the Nassau County Fire Marshal resulting in the installation of an automatic clean agent fire extinguishing system in addition to a wet pipe fire protection system. Building was classified as Class 1, Div 1 and required explosion proof components.
- The project included extensive coordination and scheduling with the plant personnel with regard to electric and gas tie – ins, while maintaining the operation of the plant. Additional planning was necessary during the testing and start – up of the new compressors and the decommissioning of the old compressors. Old compressor building was gutted and turned into a storage facility.

Services Provided

- Project management, construction inspection, RFI responses, negotiation of change orders, contractor claims evaluation, coordination with plant and chairing project meetings.

Cedar Creek WPCP
Aeration Tank Covers and Odor Control Building Wantagh, NY

Owner
County of Nassau
Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Contact
Joseph Davenport, PE
Deputy Commissioner
of Public Works
516.571.9608

Estimated Cost
$15,000,000

Completion Date
2003

Contractors
Durr Mechanical
Snow Industries
Hinck Electric

Wick's Law
Yes

Project Labor Agreement
Yes

Site Description

- Odor Control Building located at Cedar Creek WPCP.

Project Objectives

- Reduce odors at the facility and the surrounding community.

Construction

- Cover aeration tanks with aluminum extruded cover system and construct an odor control building that removes odors from the aeration tank by scrubbing the air stream. Transporting of the air stream was accomplished with the installation of 48" stainless steel piping from the tank covers to the odor control building. The building was constructed of brick and block and contained HVAC system with hot water heat and automatic temperature control system, motor control center, pvc coated conduit and cable, electrical devices and the odor control system. Due to the corrosive nature of the building all equipment was rated Nema 4X.
- The project was both equipment and labor intensive. Extensive testing was conducted on both the cover and the odor control system. Testing was conducted 24 hours/day over an extended period of time, which included both recording data and inspection. Once testing was approved, the entire system was balanced and placed into operation

Services Provided

- Project management, construction inspection, RFI responses, negotiation of change orders, contractor claims evaluation, chairing project meetings and review of Project Labor Agreement.

Cedar Creek Water Pollution Control Facility
Digester Rehabilitation Project

Owner
Nassau County
Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Completion Date
1999

Type of Project
Renovation

Estimated Cost
$6,000,000

Project Director
Phil Campisi

Contact
Joseph Davenport, PE
Acting Division Head
of Sanitation & Water Supply
516.571.9608

Contractors
Cresent Contracting Corp.
Eldor Electric
Botto Mechanical Corp.

Wick's Law
Yes

The Digester Control Building was a facility that needed to be upgrade in order to meet local codes and ordinances. This project consisted of meeting with local officials including the Nassau County Fire Marshal, and implementing a plan that would accommodate a gas containing structure. Final Improvements included rating and constructing the entire area as NEC requirements for Class 1, Division 1, Group D (explosive area). The project included structural concrete work, new petitions with structural glazed tile, upgrade of electrical and HVAC systems, installation of new equipment and fire protection system. The architectural construction also included replacement of doors, windows and louvers, lead paint removal, installation of new flooring and painting. The accommodation of additional space for both a storage facility and office/control rooms were provided. In addition, an upgrade to the computer system was necessary.

The planning and scheduling of the project was critical as numerous shut downs were necessary to accomplish the work. This required the work activities to be done in a compressed duration, which were coordinated with plant personnel. This strict adherence to the project schedule was accomplished with weekly project and update meetings with the contractors, plant personnel and the construction management team.

Cedar Creek WPCP
Grit Facility, Influent Screen Facility& Hypochlorite Transfer Facility
Wantagh, NY

Owner
County of Nassau
Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Contact
Joesph Davenport, PE
Deputy Commissioner
of Public Works
516.571.9608

Construction Cost
$27,126,393

Resident Engineer
Phil Campisi

Contractors
Mars/Normel.
James McCullagh
Hinck Electric
Anron Air Systems

Wick's Law
Yes

Site Description

- Gravity Facility at Cedar Creek WPCP
- Influent Screen at Cedar Creek WPCP
- Hypochlorite Transfer Facility at Cedar Creek WPCP

Project Objectives

- To add new Grit Tank #3 with scum removal system, extend building and rehabilitate existing grit facility; demolish the interior of the Influent Screen Building including influent screens, stop logs, sluice gates, compactors, slide gates and all equipment and utilities associated with the building and construct new facility; construction a new hypochlorite transfer building/facility to be equipped with tanks, pumping system and controls for plant wide distribution of product to odor control systems and satellite stations.

Construction

- Grit Building – new tank #3 and masonry building, augered grout piles, modifications to existing grit building and equipment, new control room, channel and grit tank aeration equipment, rectangular butterfly valves and sluice gates, cyclone degritters and grit washers, scum concentrators, grit screw conveyor, scum transfer pumps, grit pumps, new switch gear, controls, electrical, HVAC system and plumbing.
- Influent Screen Building – construction of new odor control facility, stair tower, timber piles, furnished and installed new screens, slide gates and operators, channel dewatering pumps, stop logs, control panels, piping, valves and screening compactors, electrical, HVAC system, plumbing and rehabilitation of elevator.
- Hypochlorite Transfer Facility – masonry building, timber piles, odor control, 8800 gallon hypochlorite storage tanks, hypochlorite transfer pumps, control panel, instrumentation, multistage blowers, electrical, HVAC system and plumbing.

Services Provided

- Constructability review, construction management, MOPO's, construction inspection, construction administration including preliminary review of submittals, monitor project schedule, running project meetings, preliminary review of RFI's, review and processing of contractor payments, review of change orders, supervise the installation of all equipment and testing and startup..
- Oversee project to coordinate with plant operations to ensure seamless operations of the plant while the facility is under construction.

Cedar Creek WPCP
Primary Sedimentation Tank Facility
Wantagh, NY

Owner
County of Nassau
Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Contact
Joesph Davenport, PE
Deputy Commissioner
of Public Works
516.571.9608

Estimated Cost
$20,227,180

Completion Date
1995

Contractors
James McCullagh
Crescent Contracting
Gordon L. Seaman Electric
Carken Plumbing

Wick's Law
Yes

Site Description

- Primary Sedimentation Tank Facility at Cedar Creek WPCP.

Project Objectives

- To construct four new primary sedimentation tanks, modifications to existing tanks, construction of new Primary Sedimentation Tank Building, construction of new odor control facility and replacement of four process air blowers in the Main Equipment Building. Demolish the interior of the existing Primary Sedimentation Tank Building including existing tank equipment, pumps, piping, valves and control panels associated with the existing primary sedimentation tanks and install new tank equipment including pumps, scum ejectors rectangular tank chains and flight sludge collectors and new odor control system and ductwork. The existing primary equipment was demolished and removed to install the new process equipment.

Construction

- Installation of four new primary sedimentation tanks, demolition and reconstruction of existing facility, construction of new Primary Sedimentation Tank Building and new odor control facility and installation of four new process air blowers.
- Installation, testing and start-up of four new primary sedimentation tanks and modification to six existing tanks including installation of sluice gates, slide gates, grinder pumps, primary sludge pumps, pneumatic scum ejectors, process air compressors, swing air diffusers and rectangular tank chain and flight sludge collectors.
- Installation of all associated instrumentation, controls, electrical, mechanical and HVAC systems.

Services Provided

- Constructability review, construction management, construction inspection, construction administration including preliminary review of submittals, monitor project schedule, running project meetings, preliminary review of RFI's, review and processing of contractor payments, and review of change orders.
- Oversee project to coordinate with plant operations to ensure seamless operations of the plant while the facility is under construction.

Project Delivery

- Build.

Main	Project Number	Project	SEQRA	6 NYCRR
General Capital	62455	Traffic Signal Expansion Phase V	TYPE II	617.5(c)(16)

Main	Project Number	Project	SEQRA	6 NYCRR
General Capital	62153	Pavement Markings	TYPE II	617.5(c)(16)

Main	Project Number	Project	SEQRA	6 NYCRR
General Capital	63031	Bridge Painting Program	TYPE II	617.5(c)(2)

APPENDIX A

Bond Ordinance

Main	Project Number	Description	SEQRA	6 NYCRR
General Capital	62017	Traffic Signal Construction & Modification	TYPE II	617.5(c)(1),(16)

APPENDIX "A"

Bond Ordinance

Main	Project Number	Project	SEQRA	6 NYCRR
General Capital	61587	Resurfacing Various County Roads	TYPE II	617.5(c)(4)

APPENDIX A

Bond Ordinance

Main	Project Number	Project	SEQRA	6 NYCRR
General Capital	62500	Traffic Studies	TYPE II	617.5(c)(18)

PROPOSED ORDINANCE NO. 93- 2016

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $2,200,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding projects contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the by the affirmative vote of not less than two-thirds (2/3rd) of the total voting strength of the County Legislature of the County of Nassau, New York, as follows:

Section 1. A capital expenditure for financing the cost of various objects or purposes, as described in the preambles hereto, in the County of Nassau (hereinafter referred to as the "County"), is hereby authorized upon recommendation of the County Executive, the amount of such capital expenditure to be $2,200,000 which shall be financed with the proceeds from the issuance of $2,200,000 bonds.

Section 2. The County may issue its bonds in the aggregate principal amount of $2,200,000 pursuant to the Local Finance Law of New York (hereinafter referred to as the "LFL") in order to finance such classes of objects or purposes (hereinafter referred to as the "Purpose").

Section 3. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $2,200,000. The plan of financing includes $2,200,000 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall be come due and payable.

Section 4. The County Legislature hereby determines that the periods of probable usefulness (each, a "PPU") of the Purpose, for which said $2,200,000 bonds authorized pursuant to this ordinance are to be issued is: twenty (20) for $2,200,000 thereof, pursuant to subdivisions 92, of paragraph a. of Section 11.00 of the LFL, each constituting a class of objects or purposes and each constituting the maximum estimated cost of such class of objects or purposes.

Section 5. Subject to the terms and conditions of this ordinance and the LFL, and pursuant to the provisions of the LFL, the powers and duties of the County Legislature relative to authorizing the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Treasurer, consistent with the provisions of the LFL.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other bond issues, and also the ability to issue bonds with substantially

level or declining annual debt service, shall be determined by the County Treasurer, the chief fiscal officer of such County.

Section 7. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds and notes becoming due and payable in such year.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with as the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This ordinance, which takes effect immediately, shall be published in summary in the official newspaper of said County together with a notice of the Clerk of the

County Legislature in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

Section 11. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that each Project identified on Appendix A attached hereto, if any, and incorporated herein as "Type II", if any, under the heading "SEQRA" is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. It is further hereby determined pursuant to the provisions of SEQRA, Part 617 of 6 N.Y.C.R.R. and Section 1611 of the County Government Law of Nassau County that each Project identified as "Type I" or "Unlisted" under the heading "SEQRA" on Appendix A attached hereto, if any, and incorporated herein, has been determined not to have a significant effect on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 12. This ordinance, including Appendix A, may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature.

PROPOSED ORDINANCE NO. 94- 2016

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $1,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding projects contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the by the affirmative vote of not less than two-thirds (2/3rd) of the total voting strength of the County Legislature of the County of Nassau, New York, as follows:

Section 1. A capital expenditure for financing the cost of various objects or purposes, as described in the preambles hereto, in the County of Nassau (hereinafter referred to as the "County"), is hereby authorized upon recommendation of the County Executive, the amount of such capital expenditure to be $1,000,000 which shall be financed with the proceeds from the issuance of $1,000,000 bonds.

Section 2. The County may issue its bonds in the aggregate principal amount of $1,000,000 pursuant to the Local Finance Law of New York (hereinafter referred to as the "LFL") in order to finance such classes of objects or purposes (hereinafter referred to as the "Purpose").

Section 3. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $1,000,000. The plan of financing includes $1,000,000 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall be come due and payable.

Section 4. The County Legislature hereby determines that the periods of probable usefulness (each, a "PPU") of the Purpose, for which said $1,000,000 bonds authorized pursuant to this ordinance are to be issued is: ten (10) for $1,000,000 thereof, pursuant to subdivisions 90, of paragraph a. of Section 11.00 of the LFL, each constituting a class of objects or purposes and each constituting the maximum estimated cost of such class of objects or purposes.

Section 5. Subject to the terms and conditions of this ordinance and the LFL, and pursuant to the provisions of the LFL, the powers and duties of the County Legislature relative to authorizing the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Treasurer, consistent with the provisions of the LFL.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other bond issues, and also the ability to issue bonds with substantially

level or declining annual debt service, shall be determined by the County Treasurer, the chief fiscal officer of such County.

Section 7. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds and notes becoming due and payable in such year.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with as the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This ordinance, which takes effect immediately, shall be published in summary in the official newspaper of said County together with a notice of the Clerk of the

County Legislature in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

Section 11. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that each Project identified on Appendix A attached hereto, if any, and incorporated herein as "Type II", if any, under the heading "SEQRA" is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. It is further hereby determined pursuant to the provisions of SEQRA, Part 617 of 6 N.Y.C.R.R. and Section 1611 of the County Government Law of Nassau County that each Project identified as "Type I" or "Unlisted" under the heading "SEQRA" on Appendix A attached hereto, if any, and incorporated herein, has been determined not to have a significant effect on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 12. This ordinance, including Appendix A, may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature.

PROPOSED ORDINANCE NO. 95 - 2016

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $1,509,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding projects contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the by the affirmative vote of not less than two-thirds (2/3rd) of the total voting strength of the County Legislature of the County of Nassau, New York, as follows:

Section 1. A capital expenditure for financing the cost of various objects or purposes, as described in the preambles hereto, in the County of Nassau (hereinafter referred to as the "County"), is hereby authorized upon recommendation of the County Executive, the amount of such capital expenditure to be $1,509,000 which shall be financed with the proceeds from the issuance of $1,509,000 bonds.

Section 2. The County may issue its bonds in the aggregate principal amount of $1,509,000 pursuant to the Local Finance Law of New York (hereinafter referred to as the "LFL") in order to finance such classes of objects or purposes (hereinafter referred to as the "Purpose").

Section 3. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $1,509,000. The plan of financing includes $1,509,000 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall be come due and payable.

Section 4. The County Legislature hereby determines that the periods of probable usefulness (each, a "PPU") of the Purpose, for which said $1,509,000 bonds authorized pursuant to this ordinance are to be issued is: ten (10) for $1,509,000 thereof, pursuant to subdivisions 90, of paragraph a. of Section 11.00 of the LFL, each constituting a class of objects or purposes and each constituting the maximum estimated cost of such class of objects or purposes.

Section 5. Subject to the terms and conditions of this ordinance and the LFL, and pursuant to the provisions of the LFL, the powers and duties of the County Legislature relative to authorizing the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Treasurer, consistent with the provisions of the LFL.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other bond issues, and also the ability to issue bonds with substantially

level or declining annual debt service, shall be determined by the County Treasurer, the chief fiscal officer of such County.

Section 7. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds and notes becoming due and payable in such year.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with as the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This ordinance, which takes effect immediately, shall be published in summary in the official newspaper of said County together with a notice of the Clerk of the

County Legislature in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

Section 11. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that each Project identified on Appendix A attached hereto, if any, and incorporated herein as "Type II", if any, under the heading "SEQRA" is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. It is further hereby determined pursuant to the provisions of SEQRA, Part 617 of 6 N.Y.C.R.R. and Section 1611 of the County Government Law of Nassau County that each Project identified as "Type I" or "Unlisted" under the heading "SEQRA" on Appendix A attached hereto, if any, and incorporated herein, has been determined not to have a significant effect on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 12. This ordinance, including Appendix A, may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature.

PROPOSED ORDINANCE NO. 96 - 2016

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $25,250,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding projects contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the by the affirmative vote of not less than two-thirds (2/3rd) of the total voting strength of the County Legislature of the County of Nassau, New York, as follows:

Section 1. A capital expenditure for financing the cost of various objects or purposes, as described in the preambles hereto, in the County of Nassau (hereinafter referred to as the "County"), is hereby authorized upon recommendation of the County Executive, the amount of such capital expenditure to be $25,250,000 which shall be financed with the proceeds from the issuance of $25,250,000 bonds.

Section 2. The County may issue its bonds in the aggregate principal amount of $25,250,000 pursuant to the Local Finance Law of New York (hereinafter referred to as the "LFL") in order to finance such classes of objects or purposes (hereinafter referred to as the "Purpose").

Section 3. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $25,250,000. The plan of financing includes $25,250,000 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall be come due and payable.

Section 4. The County Legislature hereby determines that the periods of probable usefulness (each, a "PPU") of the Purpose, for which said $25,250,000 bonds authorized pursuant to this ordinance are to be issued is: forty (40) for $25,250,000 thereof, pursuant to subdivisions 102, of paragraph a. of Section 11.00 of the LFL, each constituting a class of objects or purposes and each constituting the maximum estimated cost of such class of objects or purposes.

Section 5. Subject to the terms and conditions of this ordinance and the LFL, and pursuant to the provisions of the LFL, the powers and duties of the County Legislature relative to authorizing the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Treasurer, consistent with the provisions of the LFL.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other bond issues, and also the ability to issue bonds with substantially

level or declining annual debt service, shall be determined by the County Treasurer, the chief fiscal officer of such County.

Section 7. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds and notes becoming due and payable in such year.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with as the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This ordinance, which takes effect immediately, shall be published in summary in the official newspaper of said County together with a notice of the Clerk of the

County Legislature in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

Section 11. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that each Project identified on Appendix A attached hereto, if any, and incorporated herein as "Type II", if any, under the heading "SEQRA" is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. It is further hereby determined pursuant to the provisions of SEQRA, Part 617 of 6 N.Y.C.R.R. and Section 1611 of the County Government Law of Nassau County that each Project identified as "Type I" or "Unlisted" under the heading "SEQRA" on Appendix A attached hereto, if any, and incorporated herein, has been determined not to have a significant effect on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 12. This ordinance, including Appendix A, may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature.

PROPOSED ORDINANCE NO. 97-2016

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $5,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding projects contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the by the affirmative vote of not less than two-thirds (2/3rd) of the total voting strength of the County Legislature of the County of Nassau, New York, as follows:

Section 1. A capital expenditure for financing the cost of various objects or purposes, as described in the preambles hereto, in the County of Nassau (hereinafter referred to as the "County"), is hereby authorized upon recommendation of the County Executive, the amount of such capital expenditure to be $5,000,000 which shall be financed with the proceeds from the issuance of $5,000,000 bonds.

Section 2. The County may issue its bonds in the aggregate principal amount of $5,000,000 pursuant to the Local Finance Law of New York (hereinafter referred to as the "LFL") in order to finance such classes of objects or purposes (hereinafter referred to as the "Purpose").

Section 3. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $5,000,000. The plan of financing includes $5,000,000 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall be come due and payable.

Section 4. The County Legislature hereby determines that the periods of probable usefulness (each, a "PPU") of the Purpose, for which said $5,000,000 bonds authorized pursuant to this ordinance are to be issued is: twenty (20) for $5,000,000 thereof, pursuant to subdivisions 92, of paragraph a. of Section 11.00 of the LFL, each constituting a class of objects or purposes and each constituting the maximum estimated cost of such class of objects or purposes.

Section 5. Subject to the terms and conditions of this ordinance and the LFL, and pursuant to the provisions of the LFL, the powers and duties of the County Legislature relative to authorizing the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Treasurer, consistent with the provisions of the LFL.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other bond issues, and also the ability to issue bonds with substantially

level or declining annual debt service, shall be determined by the County Treasurer, the chief fiscal officer of such County.

Section 7. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds and notes becoming due and payable in such year.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with as the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This ordinance, which takes effect immediately, shall be published in summary in the official newspaper of said County together with a notice of the Clerk of the

County Legislature in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

Section 11. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that each Project identified on Appendix A attached hereto, if any, and incorporated herein as "Type II", if any, under the heading "SEQRA" is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. It is further hereby determined pursuant to the provisions of SEQRA, Part 617 of 6 N.Y.C.R.R. and Section 1611 of the County Government Law of Nassau County that each Project identified as "Type I" or "Unlisted" under the heading "SEQRA" on Appendix A attached hereto, if any, and incorporated herein, has been determined not to have a significant effect on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 12. This ordinance, including Appendix A, may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature.

PROPOSED ORDINANCE NO. 98 - 2016

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $26,200,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding projects contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the by the affirmative vote of not less than two-thirds (2/3rd) of the total voting strength of the County Legislature of the County of Nassau, New York, as follows:

Section 1. A capital expenditure for financing the cost of various objects or purposes, as described in the preambles hereto, in the County of Nassau (hereinafter referred to as the "County"), is hereby authorized upon recommendation of the County Executive, the amount of such capital expenditure to be $26,200,000 which shall be financed with the proceeds from the issuance of $26,200,000 bonds.

Section 2. The County may issue its bonds in the aggregate principal amount of $26,200,000 pursuant to the Local Finance Law of New York (hereinafter referred to as the "LFL") in order to finance such classes of objects or purposes (hereinafter referred to as the "Purpose").

Section 3. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $26,200,000. The plan of financing includes $26,200,000 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall be come due and payable.

Section 4. The County Legislature hereby determines that the periods of probable usefulness (each, a "PPU") of the Purpose, for which said $26,200,000 bonds authorized pursuant to this ordinance are to be issued is: fifteen (15) for $26,200,000 thereof, pursuant to subdivisions 91, of paragraph a. of Section 11.00 of the LFL, each constituting a class of objects or purposes and each constituting the maximum estimated cost of such class of objects or purposes.

Section 5. Subject to the terms and conditions of this ordinance and the LFL, and pursuant to the provisions of the LFL, the powers and duties of the County Legislature relative to authorizing the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Treasurer, consistent with the provisions of the LFL.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other bond issues, and also the ability to issue bonds with substantially

level or declining annual debt service, shall be determined by the County Treasurer, the chief fiscal officer of such County.

Section 7. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds and notes becoming due and payable in such year.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with as the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This ordinance, which takes effect immediately, shall be published in summary in the official newspaper of said County together with a notice of the Clerk of the

County Legislature in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

Section 11. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that each Project identified on Appendix A attached hereto, if any, and incorporated herein as "Type II", if any, under the heading "SEQRA" is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. It is further hereby determined pursuant to the provisions of SEQRA, Part 617 of 6 N.Y.C.R.R. and Section 1611 of the County Government Law of Nassau County that each Project identified as "Type I" or "Unlisted" under the heading "SEQRA" on Appendix A attached hereto, if any, and incorporated herein, has been determined not to have a significant effect on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 12. This ordinance, including Appendix A, may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature.

PROPOSED ORDINANCE NO. 99 - 2016

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $1,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding projects contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the by the affirmative vote of not less than two-thirds (2/3rd) of the total voting strength of the County Legislature of the County of Nassau, New York, as follows:

Section 1. A capital expenditure for financing the cost of various objects or purposes, as described in the preambles hereto, in the County of Nassau (hereinafter referred to as the "County"), is hereby authorized upon recommendation of the County Executive, the amount of such capital expenditure to be $1,000,000 which shall be financed with the proceeds from the issuance of $1,000,000 bonds.

Section 2. The County may issue its bonds in the aggregate principal amount of $1,000,000 pursuant to the Local Finance Law of New York (hereinafter referred to as the "LFL") in order to finance such classes of objects or purposes (hereinafter referred to as the "Purpose").

Section 3. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $1,000,000. The plan of financing includes $1,000,000 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall be come due and payable.

Section 4. The County Legislature hereby determines that the periods of probable usefulness (each, a "PPU") of the Purpose, for which said $1,000,000 bonds authorized pursuant to this ordinance are to be issued is: five (5) for $1,000,000 thereof, pursuant to subdivisions 89, of paragraph a. of Section 11.00 of the LFL, each constituting a class of objects or purposes and each constituting the maximum estimated cost of such class of objects or purposes.

Section 5. Subject to the terms and conditions of this ordinance and the LFL, and pursuant to the provisions of the LFL, the powers and duties of the County Legislature relative to authorizing the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Treasurer, consistent with the provisions of the LFL.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other bond issues, and also the ability to issue bonds with substantially

level or declining annual debt service, shall be determined by the County Treasurer, the chief fiscal officer of such County.

Section 7. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds and notes becoming due and payable in such year.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with as the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This ordinance, which takes effect immediately, shall be published in summary in the official newspaper of said County together with a notice of the Clerk of the

County Legislature in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

Section 11. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that each Project identified on Appendix A attached hereto, if any, and incorporated herein as "Type II", if any, under the heading "SEQRA" is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. It is further hereby determined pursuant to the provisions of SEQRA, Part 617 of 6 N.Y.C.R.R. and Section 1611 of the County Government Law of Nassau County that each Project identified as "Type I" or "Unlisted" under the heading "SEQRA" on Appendix A attached hereto, if any, and incorporated herein, has been determined not to have a significant effect on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 12. This ordinance, including Appendix A, may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature.

PROPOSED ORDINANCE NO. 100 - 2016

AN ORDINANCE AMENDING AN ORDINANCE FOR THE PREVENTION OF FIRES BY ESTABLISHING UNIFORM REGULATIONS FOR THE CONTROL OF FIRE HAZARDS AND FOR THE ENFORCEMENT OF SUCH REGULATIONS

WHEREAS, this Legislature enacted Ordinance No. 28-2016, a new comprehensive fire prevention ordinance in April 2016, and

WHEREAS, the Nassau County Fire Commission has recommended certain minor amendments to the Ordinance in order to make it clearer and easier to use, now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau as follows:

Section 1. Subsections 13.3.1 and 13.3.2 of Ordinance No. 28-2016, entitled "AN ORDINANCE FOR THE PREVENTION OF FIRES BY ESTABLISHING UNIFORM REGULATIONS FOR THE CONTROL OF FIRE HAZARDS AND FOR THE ENFORCEMENT OF SUCH REGULATIONS," are amended to read as follows:

13.3.1 A safe, continuous and unobstructed path of travel shall be provided for any exit, exit access, exit discharge, exit passageway, or means of egress.

13.3.2 No person shall, at any time, place an encumbrance of any kind before or upon any fire escape, balcony or ladder intended as a means of escape from fire.

§2. Section 22.0 of Ordinance No. 28-2016, entitled "AN ORDINANCE FOR THE PREVENTION OF FIRES BY ESTABLISHING UNIFORM REGULATIONS FOR THE CONTROL OF FIRE HAZARDS AND FOR THE ENFORCEMENT OF SUCH REGULATIONS," is amended to read as follows:

Section 22.0 Scope and General Provisions

The following fees are established for the issuance of permits, certificates, licenses,

approvals, and other functions performed under this Ordinance. Fees shall be payable to the Nassau County Treasurer. Fees shall accompany each application for such permit, certificate, license, approval or other fees related to provision of this Ordinance.

§3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this ordinance is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§4. Severability. If any part or provision of this ordinance or the application thereof to any person, entity or circumstance shall be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to that part, provision or application of this ordinance directly involved in the controversy for which such judgment was rendered and shall not be deemed to affect or impair the validity of the remainder of this ordinance to the application thereof to other persons, entities or circumstances.

§5. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 101 –2016

An Ordinance supplemental to the annual appropriation ordinance in connection with the Medical Examiner

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated June 23, 2016, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
90,000	New York State Division of Criminal Justice Services	GRT	ME	DD	60,000
		GRT	ME	BB	18,000
		GRT	ME	AA	12,000

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part

617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

L E G I S L A T I V E C A L E N D A R

NASSAU COUNTY LEGISLATURE — MINEOLA, NEW YORK
EIGHTH MEETING — AUGUST 1, 2016 1:00 P.M.
EIGHTH MEETING OF 2016

THE NASSAU COUNTY LEGISLATURE IS COMMITTED TO MAKING ITS PUBLIC MEETING ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. IF, DUE TO A DISABILITY, YOU NEED AN ACCOMMODATION OR ASSISTANCE TO PARTICIPATE IN THE PUBLIC MEETING OR TO OBTAIN A COPY OF THE TRANSCRIPT OF THE PUBLIC HEARING IN AN ALTERNATIVE FORMAT IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT, PLEASE CONTACT THE OFFICE OF THE CLERK OF THE LEGISLATURE AT 571-4252, OR THE NASSAU COUNTY OFFICE FOR THE PHYSICALLY CHALLENGED AT 227-7101 OR TDD TELEPHONE NO. 227-8989. AS PER THE NASSAU COUNTY FIRE MARSHAL'S OFFICE, THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER HAS A MAXIMUM OCCUPANCY OF 251 PEOPLE AND THE OUTER CHAMBER WHICH WILL STREAM THE MEETING LIVE, HAS A MAXIMUM OCCUPANCY OF 72. PASSES WILL BE DISTRIBUTED ON A FIRST COME FIRST SERVED BASIS BEGINNING ONE HALF HOUR BEFORE MEETING TIME.

EVERY LEGISLATIVE MEETING IS STREAMED LIVE ON
http://www.nassaucountyny.gov/agencies/Legis/index.html.

1. **HEARING ON PROPOSED LOCAL LAW NO. -2016**

A LOCAL LAW TO ADD TITLE 83 TO THE MISCELLANEOUS LAWS OF NASSAU COUNTY IN RELATION TO A SUSTAINABLE ENERGY LOAN PROGRAM. 266-16(CE)

2. **HEARING ON PROPOSED LOCAL LAW NO. -2016**

A LOCAL LAW TO AMEND A LOCAL LAW TO PROVIDE RELIEF FROM FEES CHARGED BY THE VARIOUS DEPARTMENTS OF COUNTY GOVERNMENT TO THE VICTIMS OF HURRICANE/SUPER STORM SANDY. 295-16(CE)

3. **VOTE ON PROPOSED LOCAL LAW NO. -2016**

A LOCAL LAW TO ADD TITLE 83 TO THE MISCELLANEOUS LAWS OF NASSAU COUNTY IN RELATION TO A SUSTAINABLE ENERGY LOAN PROGRAM. 266-16(CE)

4. **VOTE ON PROPOSED LOCAL LAW NO. -2016**

A LOCAL LAW TO AMEND A LOCAL LAW TO PROVIDE RELIEF FROM FEES CHARGED BY THE VARIOUS DEPARTMENTS OF COUNTY GOVERNMENT TO THE VICTIMS OF HURRICANE/SUPER STORM SANDY. 295-16(CE)

5. **ORDINANCE NO. 93-2016**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $2,200,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 216-16(PW)

6. **ORDINANCE NO. 94 -2016**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $1,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 218-16(PW)

7. **ORDINANCE NO. 95-2016**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $1,509,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 219-16(PW)

8. **ORDINANCE NO. 96-2016**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $25,250,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 298-16(PW)

9. **ORDINANCE NO. 97-2016**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $5,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 260-16(PW)

10. **ORDINANCE NO. 98-2016**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $26,200,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 261-16(PW)

11. **ORDINANCE NO. 99-2016**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $1,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 262-16(PW)

12. **ORDINANCE NO. 100-2016**

AN ORDINANCE AMENDING AN ORDINANCE FOR THE PREVENTION OF FIRES BY ESTABLISHING UNIFORM REGULATIONS FOR THE CONTROL OF FIRE HAZARDS AND FOR THE ENFORCEMENT OF SUCH REGULATIONS. 267-16(FM)

13. **ORDINANCE NO. 101-2016**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE MEDICAL EXAMINER. 258-16(OMB)

14. **RESOLUTION NO. 117-2016**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFFS, WILLIAM SUPPLE AND JENNIE SUPPLE, AS SET FORTH IN THE ACTIONS ENTITLED IN THE MATTER OF THE ARBITRATION BETWEEN CIVIL SERVICE EMPLOYEES ASSOCIATION, A.F.S.C.M.E, LOCAL 1000, A.F.L.-C.I.O., BY ITS LOCAL 830 ON BEHALF OF WILLIAM SUPPLE V. COUNTY OF NASSAU AND IN THE MATTER OF THE CLAIM OF WILLIAM SUPPLE AND JENNIE SUPPLE v. THE COUNTY OF NASSAU, THE NASSAU COUNTY POLICE DEPARTMENT, NASSAU COUNTY ATTORNEY'S OFFICE, ET AL, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 263-16(AT)

15. **RESOLUTION NO. 118-2016**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, CIVIL SERVICE EMPLOYEES ASSOCIATION, LOCAL 830, AFL-CIO, AFSCME, AS SET FORTH IN THE ACTION ENTITLED CIVIL SERVICE EMPLOYEES ASSOCIATION, LOCAL 830, AFL-CIO, AFSCME v. COUNTY OF NASSAU, CONSOLIDATED ASSESSMENT GRIEVANCES, CASE NOS.89-11, 90-11, 119-11, 120-11, AND 129-11 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 265-16(AT)

16. **RESOLUTION NO. 119-2016**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS THAT NASSAU COUNTY HAS AGAINST THE NYCB THEATRE IN WESTBURY WHICH IS MANAGED BY THE WESTBURY MUSIC FAIR LLC, A SUBSIDIARY OF LIVE NATION, CONCERNING THE ENTERTAINMENT SURCHARGE TAX, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 285-16(AT)

17. **RESOLUTION NO. 120-2016**

A RESOLUTION PURSUANT TO NEW YORK GENERAL MUNICIPAL LAW § 858(15) WITH RESPECT TO THE GARVIES POINT PROJECT IN GLEN COVE, NEW YORK. 268-16(CE)

18. **RESOLUTION NO. 121-2016**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO THE INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF MINEOLA. 264-16(PW)

19. **RESOLUTION NO. 122-2016**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE LONG BEACH PUBLIC LIBRARY TO RENOVATE THE LONG BEACH PUBLIC LIBRARY. 270-16(CE)

20. **RESOLUTION NO. 123-2016**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE BELLMORE FIRE DISTRICT IN RELATION TO OBTAINING NINE AUTOMATED EXTERNAL DEFIBRILLATORS. 286-16(CE)

21. **RESOLUTION NO. 124-2016**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE CITY OF LONG BEACH IN RELATION TO A PROJECT TO PROCURE A SHALLOW WATER BOAT. 287-16(CE)

22. **RESOLUTION NO. 125-2016**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE CITY OF LONG BEACH IN RELATION TO A PROJECT TO PROCURE COMPUTER EQUIPMENT FOR THE POLICE DEPARTMENT. 288-16(CE)

23. **RESOLUTION NO. 126-2016**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE TOWN OF NORTH HEMPSTEAD IN RELATION TO A STREET BEAUTIFICATION PROJECT. 289-16(CE)

24. **RESOLUTION NO. 127-2016**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO ACCEPT ON BEHALF OF THE COUNTY OF NASSAU A GRANT OF A PERPETUAL EASEMENT FROM LYNBROOK THEATRE GROUP, LLC FOR PROPERTY SITUATED IN THE VILLAGE OF LYNBROOK, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK. 294-16(PW)

25. **RESOLUTION NO. 128-2016**

A RESOLUTION TO ACCEPT A GIFT OFFERED BY A DONOR TO THE COUNTY OF NASSAU. 271-16(CE)

26. **RESOLUTION NO. 129-2016**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 284-16(OMB)

27. **RESOLUTION NO. 130-2016**

A RESOLUTION PROVIDING FOR THE ISSUANCE OF A WARRANT DIRECTING THE TREASURER OF THE COUNTY OF NASSAU TO PAY TO THE SUPERVISORS OF THE SEVERAL TOWNS AND TO THE TREASURERS OF THE SEVERAL VILLAGES AND CITIES WITHIN THE COUNTY OF NASSAU, THE SUMS AS APPORTIONED BY THE NASSAU COUNTY LEGISLATURE BASED ON A REPORT FILED BY THE COUNTY TREASURER AND THE COUNTY CLERK, SHOWING DEPOSITS FROM MORTGAGE TAXES FOR THE QUARTER BEGINNING APRIL 1, 2016 THROUGH JUNE 30, 2016; PURSUANT TO THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 290-16 (LE)

28. **RESOLUTION NO. 131-2016**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO CORRECT ERRONEOUS ASSESSMENTS AND TAXES IN ACCORDANCE WITH PETITIONS OF THE COUNTY ASSESSOR ON SPECIFIC PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 273-16(AS)

29. **RESOLUTION NO. 132-2016**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 274-16(AS)

30. **RESOLUTION NO. 133-2016**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF NORTH HEMPSTEAD TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 275-16(AS)

31. **RESOLUTION NO. 134-2016**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF NORTH HEMPSTEAD TO CORRECT ERRONEOUS ASSESSMENTS AND TAXES IN ACCORDANCE WITH PETITIONS OF THE COUNTY ASSESSOR ON SPECIFIC PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 276-16(AS)

32. **RESOLUTION NO. 135-2016**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 277-16(AS)

33. **RESOLUTION NO. 136-2016**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO CORRECT ERRONEOUS ASSESSMENTS AND TAXES IN ACCORDANCE WITH PETITIONS OF THE COUNTY ASSESSOR ON SPECIFIC PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 278-16(AS)

34. **RESOLUTION NO. 137-2016**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 279-16(AS)

35. **RESOLUTION NO. 138-2016**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO RESTORE TAXES ON CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 280-16(AS)

36. **RESOLUTION NO. 139-2016**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE CITY OF LONG BEACH TO CORRECT ERRONEOUS ASSESSMENTS AND TAXES IN ACCORDANCE WITH PETITIONS OF THE COUNTY ASSESSOR ON SPECIFIC PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 281-16(AS)

THE FOLLOWING ITEMS MAY BE UNTABLED

37. **ORDINANCE NO. 14-2016**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS SPECIFIED HEREIN WITHIN THE COUNTY OF NASSAU, AUTHORIZING $74,986,552 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE, AND MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT, PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 49-16(PW)

38. **ORDINANCE NO. 15-2016**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $164,283,342.78 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 50-16(PW)

NOTICE IS HEREBY GIVEN **that the Nassau County Executive has executed the following personal service contracts, copies of which are on file with the Office of the Clerk of the Nassau County Legislature. These contracts are listed for informational purposes only.**

County of Nassau acting on behalf of Human Services, Office for the Aging and Unlimited Care. RE: Housekeeper Chore/Personal Care. $.01. ID# CQHS16000041.

County of Nassau acting on behalf of Human Services, Office for the Aging and EAC, Inc. RE: Senior Center Recreation. $24,720.00. CQHS16000008.

County of Nassau acting on behalf of Human Services, Office for the Aging and Allen Health Care Service. RE: Housekeeper/Homemaker. $.01. ID# CQHS16000035.

County of Nassau acting on behalf of Human Services, Office for the Aging and Able Healthcare. RE: Housekeeper Chore/Personal Care. $.01. ID# CQHS16000033.

County of Nassau acting on behalf of Human Services, Office for the Aging and The Salvation Army. RE: Transportation, Supportive Services, Congregation Meals & Caregiver Support. $348,278.00. ID# CQHS16000029

County of Nassau acting on behalf of Human Services, Office for the Aging and Herricks Union Free School District. RE: Congregate Meals & Caregiver Support, Adult Day Care. $180,134.00. ID# CQHS16000019.

County of Nassau acting on behalf of Human Services, Office for the Aging and Family and Children's Associates. RE: Congregate Meals. $211,121.00. ID# CQHS16000012.

County of Nassau acting on behalf of Human Services, Office for the Aging and Catholic Charities of the Diocese of Rockville Centre. RE: Case Management, Ancillary. $1,002,127.00. ID# CQHS16000003.

County of Nassau acting on behalf of Human Services, Office for the Aging and EAC, Inc.. RE: Title IIIC-2 Home Delivered Meals. $237,893.00. ID# CQHS16000007.

County of Nassau acting on behalf of Human Services, Office for the Aging and EAC, Inc.. RE: Transportation, Congregate Meals & Health Promotion. $702,337.00. ID# CQHS16000006.

County of Nassau acting on behalf of Human Services, Office for the Aging and The Life Enrichment Center at Oyster Bay, Inc.. RE: Congregate Meals, Transportation/Supportive Services. $203,897.00. ID# CQHS16000028.

County of Nassau acting on behalf of Parks, Recreation & Museums and Town of Hempstead Department of Parks and Recreation.
RE: Nickerson Beach Park Lifeguard Staffing. $300,000.00. ID# CLPK16000002.

County of Nassau acting on behalf of Parks, Recreation & Museums and The North Shore Pops, Inc. RE: Hotel/Motel Tax Grant Fund. $1,000.00. ID# CQPK16000051.

County of Nassau acting on behalf of Health and VMC Group, Inc.
RE: Administrative Service. $300,000.00. ID# CLHE15000011.

County of Nassau acting on behalf of Health and Tri-Borough Home Care, Ltd DBA Family Pediatric Home Care. RE; Preschool Special Education. $.01.
ID# CQHE16000003.

County of Nassau acting on behalf of Health and Vocational Education and Evaluation Board. RE: Public Health Emergency Preparedness. $2,425.00. ID# CLHE16000004.

County of Nassau acting on behalf of Health and James McGuiness & Associates Inc.
RE: Medicaid Billing Services for Preschool Special Education Program. $97,500.00.
ID# CLHE16000002.

County of Nassau acting on behalf of Office of Community Development and Rockville Centre Village. RE: CDBG. $150,000.00. ID# CLHI16000004.

County of Nassau acting on behalf of Office of Community Development and VHB Engineering Surveying and Landscape Architecture, P.C.
RE: Personal Services. $200,000.00. ID# CLHI16000003.

County of Nassau acting on behalf of Office of Community Development and Valley Stream Village. RE: CDBG. $293.18. ID# CLHI16000002.

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD & DDS and Family Children's Association. RE: Substance Abuse Treatment/Prevention. $4,080.00. ID# CLHS16000011.

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD & DDS and H.E.L.P. Services, Inc.. RE: Substance Abuse Treatment/Prevention. $244,396.00. ID# CLHS16000014.

County of Nassau acting on behalf of Social Services and Little Flower Children & Family Services. RE: Foster Care Services $.02. ID# CQSS16000008.

County of Nassau acting on behalf of Social Services and Lincoln Hall.
RE: Foster Care Services $.02. ID# CQSS16000006.

County of Nassau acting on behalf of Social Services and Family & Children's Association. RE: Outreach Van Services of Human Trafficking & Sexual Exploitation (Safe Harbor Project). $1,000.00. ID# CQSS16000019.

County of Nassau acting on behalf of Social Services and Mattea and Edwards Enrichment Corporation d/b/a The Learning Experience. RE: Day Care Services. $.01. ID# CQSS16000011.

County of Nassau acting on behalf of Social Services and Rozzie's Day Care, Inc. RE: Day Care Services. $.01. ID# CLSS16000011.

County of Nassau acting on behalf of Social Services and MercyFirst. RE: Foster Care Services. $.02. ID# CQSS16000020.

County of Nassau acting on behalf of Social Services and The Safe Center LI, Inc. RE: Behavioral Health/Child Protective Services. $75,000.00. ID# CLSS16000031.

County of Nassau acting on behalf of Social Services and Long Island Council of Churches. RE: Emergency Food Services. $60,000.00. ID# CLSS16000006.

County of Nassau acting on behalf of Social Services and NADAP, Inc. RE: Employment Services. $950,300.00. ID# CLSS16000034.

County of Nassau acting on behalf of Social Services and Island Peer Review Organization (IPRO). RE: Medicaid Fraud Svcs. $150,000.00. ID# CLSS16000012.

County of Nassau acting on behalf of Office of Community Development and Manorhaven Village. RE: CDBG. $11,406.64. ID# CLHI16000001.

County of Nassau acting on behalf of Human Services – Office of Youth Services RE: Family & Children's Association, Inc. $195,000.00. ID# CQHS16000114.

County of Nassau acting on behalf of Human Services Office for the Aging and Aides at Home, Inc. RE: Housekeeper/Homemaker. $.01. ID# CQHS16000034.

County of Nassau acting on behalf of Social Services and Island Harvest. RE: Food Bank Services. $24,500.00. ID# CLSS16000004.

THE NASSAU COUNTY LEGISLATURE

WILL CONVENE NEXT

COMMITTEE MEETINGS

MONDAY SEPTEMBER 12, 2016 at 1:00PM

AND

FULL LEGISLATURE MEETING

MONDAY SEPTEMBER 26, 2016 at 1:00PM

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

RULES COMMITTEE

AUGUST 1, 2016 1:00 PM

Norma Gonsalves – Chairwoman
Richard Nicolello– Vice Chairman
Dennis Dunne
Howard Kopel
Kevan Abrahams – Ranking
Judy Jacobs
Carrié Solages

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
A-27-16	**PR**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF NASSAU COUNTY POLICE DEPARTMENT MARINE BUREAU AND SAFE BOATS INTERNATIONAL LLC. A-27-16
B-30-16	**PW**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND WELSBACH ELECTRIC CORP. L.I. B-30-16
E-187-16	**AT**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND CECILIA AMERANTI-BYRNE, ESQ. E-187-16
E-188-16	**AT**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO AN OUTSIDE COUNSEL CONTRACT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND RIVKIN RADLER, LLP. E-188-16
E-189-16	**PW**	**R**	**RESOLUTION NO. -2016** 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 DEBRUIN ENGINEERING, P.C. E-189-16

Clerk Item No.	Proposed By	Assigned To	Summary
E-190-16	**EM**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY OFFICE OF EMERGENCY MANAGEMENT AND NASSAU COUNTY VOCATIONAL EDUCATION AND EXTENSION BOARD. E-190-16
U-69-16	**PK**	**R**	**RESOLUTION NO. -2016** 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 PARKS, RECREATION AND LEFTFIELD PRODUCTIONS, INC.. U-69-16
			THE FOLLOWING ITEMS MAY BE UNTABLED
A-4-16	**PR**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND HVAC INC. A-4-16
B-4-16	**PW**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND R.J. INDUSTRIES, INC. B-4-16
E-51-16	**TS**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF TRAFFIC SAFETY BOARD AND DANIELLE P. RELLA. E-51-16
E-56-16	**AT**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP. E-56-16

Clerk Item No.	Proposed By	Assigned To	Summary
E-66-16	**AT**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND LEVENTHAL, MULLANEY & BLINKOFF LLP. E-66-16
E-156-16	**PR**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE COUNTY EXECUTIVE AND AUCTIONS INTERNATIONAL, INC. E-156-16
E-161-16	**PW**	**R**	**RESOLUTION NO. -2016** 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 LOOKS GREAT SERVICES, INC. E-161-16
E-182-16	**PW**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND D & B ENGINEERS AND ARCHITECTS, P.C. E-182-16
U-16-16	**AT**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY ATTORNEY, AND JACKSON LEWIS P.C. U-16-16
U-64-16	**AT**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND RIVKIN RADLER, LLP. U-64-16

Clerk Item No.	Proposed By	Assigned To	Summary
U-66-16	**CO**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE COUNTY COMPTROLLER, AND R. R. HEALTH STRATEGIES, LLC. U-66-16

NASSAU COUNTY LEGISLATURE

RULES COMMITTEE

NORMA GONSALVES, Chairwoman

1550 Franklin Avenue
Mineola, New York

Monday, August 1, 2016
6:47 P.M

A P P E A R A N C E S:

NORMA GONSALVES, (Substituted by
Chairwoman C. William Gaylor, III)

RICHARD NICOLELLO,
Vice Chairman

DENNIS DUNNE

HOWARD KOPEL

KEVAN ABRAHAMS,
Ranking

JUDY JACOBS (Substituted by Delia
DeRiggi-Whitton)

CARRIE SOLAGES

MICHAEL C. PULITZER,
Clerk of the Legislature

LIST OF SPEAKERS

LIEUTENANT GREG STEPHANOFF.....5
LIEUTENANT GREGG MAGNIFICO.....8
MICHAEL SCHLERNOFF.....9
KENNETH ARNOLD.....11
CONAL DENION.....14
GERALD PODLESAK.....21
TOM DELANEY.....26
MICHAEL OLNEY.....35

Rules Committee/8-1-16

VICE-CHAIRMAN NICOLELLO: I'd ask the clerk to please call the roll for the Rules Committee. Legislator Gaylor will be substituting for Legislator Gonsalves.

CLERK PULITZER: Thank you. The roll call for the Rules Committee is as follows, Legislator Carrie Solages?

LEGISLATOR SOLAGES: Here.

CLERK PULITZER: Legislator Judith Jacobs is absent. Legislator Delia DeRiggi-Whitton?

LEGISLATOR DERIGGI-WHITTON: Here.

CLERK PULITZER: Ranking Member Kevan Abrahams?

LEGISLATOR ABRAHAMS: Here.

CLERK PULITZER: Alternate Deputy Presiding Officer Howard Kopel?

LEGISLATOR KOPEL: Here.

CLERK PULITZER: Legislator Dennis Dunne?

LEGISLATOR DUNNE: Here.

CLERK PULITZER: Vice Chairman Richard Nicolello?

Rules Committee/8-1-16

VICE-CHAIRMAN NICOLELLO: Here.

CLERK PULITZER: Substituting for Chairwoman Norma Gonsalves is Mr. Gaylor?

LEGISLATOR GAYLOR: Here.

VICE-CHAIRMAN NICOLELLO: Thank you. Clerk Item A-27 of 2016, a resolution authorizing the Director of Nassau County Office of Purchasing to award and execute a contract between the County of Nassau acting on behalf of the Nassau County Police Department, Marine Bureau, and Safe Boats International.

Motion, please.

LEGISLATOR KOPEL: So moved.

LEGISLATOR DUNNE: Second.

VICE-CHAIRMAN NICOLELLO: Moved by Legislator Kopel, seconded by Legislator Dunne.

LIEUTENANT STEPHANOFF: Good afternoon. Lieutenant Greg Stephanoff. Item A-27 is to award a purchase order between Safe Boats International and the Nassau County Police Department. The total cost is $768,186.48. The funding is 75

percent from a port security grant and 25 percent capital CRP funds. Pricing is from a GAC contract. These boats will be equipped with radiation detection equipment in order to provide improved chemical, biological, radiological, nuclear and explosive detection capabilities within the New York port area of responsibility.

The NCPD is recognized as providing layered security within the eastern sector of the port security of New York and contains several critical infrastructure, key resource locations, including a portion of JFK, on the South Shore, and the Throgs Neck Bridge on the North Shore.

There's also several regulated facilities located on both north and south shore waterways of Nassau County's area of responsibilities which are actively patrolled. I gave a hand out of the areas that are patrolled, not to discuss them in open forum.

This purchase will integrate

other equipment purchased. The video dowling system for the helicopters as demonstrated in last year's budget hearing, land base detection equipment, mobile detection equipment, and portable hand held detection equipment.

Safe Boats is a sole source manufacturer of foam stabilized watercraft in North America. Working on the set of exclusive patents and licenses, only Safe Boat International utilizes a full sized foam collar system for floatation and stability and rendering. Safe's collar system is more durable than air collar system which is susceptible to deflation and catastrophic failure due to temperature fluctuations, live fire from bullets or direct impact.

With Safe's collar system, there's no deflation of the collar in any circumstance because it's 100 percent foam. If unforeseen circumstances like gunfire or a collision, Safe's design and engineer features insures the survivability of the

crew and enable them to continue to perform their jobs in the event of a catastrophic hole breach.

The Safe Boats can be trailered to locations making them easy to deploy to different situations.

VICE-CHAIRMAN NICOLELLO: I have a question. The choice of Safe Boats International, was that done by a committee, or a process that selected this particular vendor?

LIEUTENANT MAGNIFICO: Hi. My name is Gregg Magnifico, I'm a Lieutenant with the Marine Bureau. I've been there for 18 years.

We have previous use of Safe Boats. We've had them since 2006. We have the 27 foot safe boats since then and they've performed flawlessly.

So that's why we'd like to stick with them.

VICE-CHAIRMAN NICOLELLO: So that was the recommendation of the marine bureau?

MR. MAGNIFICO: Yes, previous

experience, past experience in the last ten years.

VICE-CHAIRMAN NICOLELLO: Any other questions? Legislator Solages.

LEGISLATOR SOLAGES: Thank you. Good afternoon. You say sole source, is that verbatim from the vendor or did you independently --

LIEUTENANT STEPHANOFF: They hold patents on the technology for -- if you take live fire or a collision, it won't sink -- when you get a hole breach, other boats will sink. These boats will stay afloat, not forever, but they will stay afloat enabling you to finish your job or get rescued.

LEGISLATOR SOLAGES: What did you do independently to verify the factual representations that this is a sole source provider?

MR. SCHLERNOFF: Mike Schlernoff, director of purchasing. They specified the specific type of boat, manufactured by this company which hold patents.

My understanding because I

contacted the County Attorney about this is, as long as they have patent protection, we can't go out and get the boat from anybody else.

LEGISLATOR SOLAGES: Thank you very much. And Lieutenant, just again, thank you for your hard work.

VICE-CHAIRMAN NICOLELLO: Any other questions?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

The item carries unanimously.

Item B30 of 2016, a resolution authorizing the County Executive to award and execute a contract between the County of Nassau acting on behalf of the Nassau County Department of Public Works and Welsbach Electric Corp.

Rules Committee/8-1-16

LEGISLATOR DUNNE: So moved.

LEGISLATOR GAYLOR: Second.

VICE-CHAIRMAN NICOLELLO: Moved by Legislator Dunne, seconded by Legislator Gaylor.

MR. ARNOLD: Ken Arnold, Public Works. Item B30 is a construction contract for the reconstruction of traffic signals on Old County Road, Phase 2. Phase 2 is the East side of Old County Road. This is a state funded contract at 80 percent.

VICE-CHAIRMAN NICOLELLO: This is funded?

MR. ARNOLD: Yes, it is.

VICE-CHAIRMAN NICOLELLO: Obviously we had traffic signal bonding items go down before. Is this from previous funding, previous authorization?

MR. ARNOLD: This is from a bond ordinance that was done previously.

VICE-CHAIRMAN NICOLELLO: Okay.

LEGISLATOR ABRAHAMS: Mr. Arnold, so there is the money?

MR. ARNOLD: There is a specific

capital project for this work and it is funded.

LEGISLATOR ABRAHAMS: So the bond authorization that's before us today, when would that work begin, simultaneously?

Maybe I'm confusing the two, but there was a bond authorization earlier for traffic signal maintenance.

MR. ARNOLD: That was a separate capital project for a separate project. They are not interchangeable.

LEGISLATOR ABRAHAMS: This one is specifically for Old Country Road between Wantagh Parkway?

LEGISLATOR ABRAHAMS: And the one we did earlier was --

MR. ARNOLD: That was for Phase 5 for Middle Neck and Lakeville Road.

LEGISLATOR ABRAHAMS: Gotcha. Is there any left over money like this one here?

MR. ARNOLD: No. We looked at the capital projects that were borrowed by purpose and there's no funding available at

this time.

LEGISLATOR ABRAHAMS: Thank you, Mr. Arnold.

VICE-CHAIRMAN NICOLELLO: Do we have any further questions on this item?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(Nay.)

Abstentions?

(No verbal response.)

Passes four to three.

E-187 of 2016 is a resolution to authorize the County Executive to execute an amendment to a special counsel contract between the County of Nassau acting on behalf of the Nassau County Attorney's Office and Cecelia Ameranti-Byrne.

LEGISLATOR GAYLOR: So moved.

LEGISLATOR KOPEL: Second.

Rules Committee/8-1-16

VICE-CHAIRMAN NICOLELLO: Moved by Legislator Gaylor, seconded by Legislator Kopel,

MR. DENION: Conal Denion, County Attorney's Office. This is an amendment to an outside counsel contract consisting of the drafting research and counseling assisting the County Attorney's Office in the implementation of legislation, New York State or federal legislation as requested by the office, including by not limited to the disputed assessment fund.

This amendment adds an option to renew for one year and adds $30,000 to the amount of the contract.

VICE-CHAIRMAN NICOLELLO: Any questions? Legislator DeRiggi-Whitton.

LEGISLATOR DERIGGI-WHITTON: Do you know how many hours this attorney worked on?

MR. DENION: I do not have that information, no.

LEGISLATOR DERIGGI-WHITTON: Because I know part of this item is

requesting a $49,000 allowance and, from what I understand, the rate would be $175 an hour.

MR. DENION: The question is? I'm sorry.

LEGISLATOR DERIGGI-WHITTON: So did she actually work like 285 hours on this?

MR. DENION: I don't have that information.

LEGISLATOR DERIGGI-WHITTON: How do we approve --

MR. DENION: I'm assuming the decision has been made she was approaching the original cap of 24,900 and then the budget for going forward for the rest of the year and the option year would be another $30,000.

LEGISLATOR DERIGGI-WHITTON: Can we get a copy of her billing hours for this?

MR. DENION: I can take that request back. I don't what the state of that is.

LEGISLATOR DERIGGI-WHITTON: To

justify this amount. It's a lot more than what the original amount was.

MR. DENION: I know there's been a lot of work done with implementing the disputed assessment fund which is a critical initiative which is going live for the upcoming tax year, so I think a lot of hours have been put in for that. I assume that accounts for the bulk of the work so far

LEGISLATOR DERIGGI-WHITTON: If you could get us her billable hours I think it would just help to show us what is happening because this is almost two months of work here.

MR. DENION: Okay. We will get you the information.

LEGISLATOR DERIGGI-WHITTON: Thanks very much.

LEGISLATOR ABRAHAMS: Thanks, Rich. Conal, this contract, was this approved by NIFA at any point?

MR. DENION: It was under $25,000 before. So this one I believe with the combined will go to NIFA.

LEGISLATOR ABRAHAMS: I thought, if I remember this correctly, now if I'm looking at the two amounts, because it was under $25,000, and the amount so far is 54-9?

MR. DENION: So that's with this amendment so it will go to NIFA with the amendment I believe.

LEGISLATOR ABRAHAMS: I don't maybe how they see but it was my understanding that NIFA would not approve payment for anything more than $50,000 worth of legal fees that are accrued prior to NIFA approving the outside counsel contract.

MR. DENION: That's correct. I agree. We haven't gone over. We haven't paid the 50 as far as I know.

LEGISLATOR ABRAHAMS: We haven't paid the 50?

MR. DENION: I don't believe so.

LEGISLATOR ABRAHAMS: How much have we paid then?

MR. DENION: I don't have that information.

LEGISLATOR ABRAHAMS: We should kind of have that idea before we approve it or have it before us. Because we paid out something because this contract started January 1, 2016.

MR. DENION: Correct. And the extension brings it to over the $50,000 limit which will now go to NIFA and is the cap as well.

LEGISLATOR ABRAHAMS: So did it go over the 50 or not?

MR. DENION: I don't know. It will. I don't believe it has, but I can't verify that right now.

LEGISLATOR GAYLOR: Just for clarification, the original contract was for $24,900.

MR. DENION: Correct.

LEGISLATOR GAYLOR: And this is a request for $30,000 additional dollar?

MR. DENION: Correct.

LEGISLATOR GAYLOR: So if this was to be approved, then you would be forwarding it to NIFA for their approval

because it exceeds the $50,000 --

MR. DENION: That's right.

LEGISLATOR GAYLOR: But we haven't paid up to the $24,900 on the original contract?

MR. DENION: No. We wouldn't have paid anything beyond that. Couldn't have done that.

LEGISLATOR GAYLOR: Thank you.

VICE-CHAIRMAN NICOLELLO: Any other questions?

LEGISLATOR ABRAHAMS: Conal, so based on the response to Legislator Gaylor, then that begs the question in regards to the County Attorney's Office which requires outside counsel provide County Attorney's Office with at least 45 days prior written notice of the date on which the counsel anticipates reaching the $50,000 cap. Did you see that notice?

MR. DENION: I don't know whether we received it or not.

LEGISLATOR ABRAHAMS: So I would beg that we table this.

Rules Committee/8-1-16

VICE-CHAIRMAN NICOLELLO: Before you make that motion, I think what he said in response to Legislator Gaylor's question was that he thinks they're approaching the $24,500 or 900 figure.

MR. DENION: Correct.

VICE-CHAIRMAN NICOLELLO: He thinks they are approaching the original authorization which why they they're coming to us for an additional $30,000. So why would they need to notify 90 days? He's not close to the $50,000 now, or she's not. Only at 24,000 at most.

Any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(Nay.)

The item passes four to three.

Item E-188 of 2016 is a resolution authorizing the County Executive to execute and amendment to an outside

counsel contract between the County of Nassau acting on behalf of the Nassau County Attorney's Office and Rifkin Radler, LLP.

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

VICE-CHAIRMAN NICOLELLO: Moved by Legislator Dunne, seconded by Legislator Kopel.

MR. PODLESAK: Mr. Chairman, can we table the matter?

VICE-CHAIRMAN NICOLELLO: Yes. Motion to table.

LEGISLATOR GAYLOR: So moved.

LEGISLATOR DUNNE: Second.

VICE-CHAIRMAN NICOLELLO: Move to table by Legislator Gaylor, seconded by Legislator Dunne. All those in favor of tabling signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

The item is tabled.

Item E-189 of 2016 is 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 DeBruin Engineering.

LEGISLATOR DUNNE: So moved.

LEGISLATOR GAYLOR: Second.

VICE-CHAIRMAN NICOLELLO: Moved by Legislator Dunne, seconded by Legislator Gaylor.

MR. ARNOLD: E-189 is a professional services contract for construction management for the reconstruction of the Sage Lake Pump Station. This is work is done under our FEMA funding.

VICE-CHAIRMAN NICOLELLO: Do we have any questions? Legislator DeRiggi-Whitton.

LEGISLATOR DERIGGI-WHITTON: So the FEMA funding, is that pertaining to Super Storm Sandy?

MR. ARNOLD: Yes. This is the money, we received the $840 million. This work is under that program.

Rules Committee/8-1-16

LEGISLATOR DERIGGI-WHITTON: The Glen Cove pump stations, is that also under the FEMA funding?

MR. ARNOLD: No, it is not

LEGISLATOR DERIGGI-WHITTON: Do you know why?

MR. ARNOLD: There was no damage occurred at those pump stations for that work. There was other pump stations damaged for Sandy, they were done initially. Dock Street, and I can't think of the other one off the top of my head, but this other work that we're doing up in Glen Cove is not Sandy related.

LEGISLATOR DERIGGI-WHITTON: You're sure that that damage, there was sewage spillage and all, that wasn't caused by Sandy for sure?

MR. ARNOLD: That is correct.

LEGISLATOR DERIGGI-WHITTON: How do we know that?

MR. ARNOLD: The engineers assessed all the pump stations after the storm and work plans were put together based

on damage from the storm.

LEGISLATOR DERIGGI-WHITTON: So there was no damage. That's interesting that there would be no damage at all to the pump stations in Glen Cove, but there are in other areas.

MR. ARNOLD: There were two pump stations in Glen Cove that were damaged, they reconstructed the first work that we did, actually those two pump stations were actually washed away.

LEGISLATOR DERIGGI-WHITTON: I think I know which one you're talking about.

MR. ARNOLD: And Dock Street. And the remainder of the pump stations, there was no damage to the work that we're doing under this 3P, 312 bond ordinance request is not Sandy related.

LEGISLATOR DERIGGI-WHITTON: I don't know. I hope you're right. It seems like we really got hit with that during that time. I know it damaged some.

MR. ARNOLD: The department has a very big program. A lot of experts. We

looked at everything.

LEGISLATOR DERIGGI-WHITTON: All right.

LEGISLATOR GAYLOR: Now, this entire amount, $1,237,600 will be reimbursed from FEMA funds; is that correct?

MR. ARNOLD: That is correct.

VICE-CHAIRMAN NICOLELLO: Any other questions?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(Nay.)

Passes four to three.

Item 190 of 2016 is a resolution authorizing the County Executive to execute an amendment to a personal services agreement between the County of Nassau acting on behalf of the Nassau County Office of Emergency Management and Nassau County

Rules Committee/8-1-16

Vocational Education and Extension Board.

LEGISLATOR DUNNE: So moved.

LEGISLATOR GAYLOR: Second.

VICE-CHAIRMAN NICOLELLO: Moved by Legislator Dunne, seconded by Legislator Gaylor. The item is before the committee.

MR. DELANEY: Hi. Tom Delaney, Nassau County OEM. This is a $350,000 amendment funded with Homeland Security Grant Funds to provide training to our first responders.

Training is what we call NIMS compliant, National Incident Management System which are FEMA training classes, actually Department of Homeland Security authorized training classes.

This will help our first responders in the event of a disaster whether Natural or Manmade Terrorism event to be able to perform their duties.

LEGISLATOR SOLAGES: Thank you. Is this a sole source contract?

MR. DELANEY: VEEB is considered by many accounts to be a sole source vendor,

that is correct.

VICE-CHAIRMAN NICOLELLO: Thank you, Mr. Delaney. Do we have any further questions on this item?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Carries unanimously.

LEGISLATOR DUNNE: Just one thing, Mr. Delaney. Thank you for offering the legislators lunch before. It was a long day and you provided lunch for us. Most people didn't take advantage of it but I did, thank you.

VICE-CHAIRMAN NICOLELLO: Clerk Item U69 of 2016 is a resolution authorizing the County Executive to execute a personal services agreement between the County of Nassau acting on behalf of the Department of

Rules Committee/8-1-16

Parks, Recreation, and Museums and Left Field Productions, Inc.

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

VICE-CHAIRMAN NICOLELLO: Moved by Legislator Dunne, seconded by Legislator Kopel.

MR. PODLESAK: Eileen had a family emergency and she asked me to present it. It's a sole source contract for Neil Burg's 100 years of Broadway to present it at the Lakeside Theatre in Eisenhower Park on August 27 of 2016.

It's a specialized, unique service. It involves skills that cannot be evaluated through a competitive bid process and it will be for a musical performance of two hours on that date.

VICE-CHAIRMAN NICOLELLO: Any questions?

LEGISLATOR KOPEL: One question here. This contract term is almost finished. It started back in March 1st. Why is this coming --

MR. PODLESAK: I don't know why it's coming to you now but this is for a single performance that is occurring.

LEGISLATOR KOPEL: I understand that. But are we now obligated even if we don't vote, I mean, it's already done? It's already done.

MR. PODLESAK: It's a single performance on August 27th.

LEGISLATOR KOPEL: I understand, but a lot of the work has already been done; is that right?

MR. PODLESAK: No. It's a single performance on August 27th of two hours.

LEGISLATOR KOPEL: So what is the term of the contract?

MR. PODLESAK: It's irrelevant in the sense that this is a single performance that's going to occur on one day by this contractor.

LEGISLATOR KOPEL: So you don't know what the reason is for a term run from March through the end of August?

MR. PODLESAK: I could not tell

you why. It was probably the date that it was brought in. But this is for a single performance that occurs in the future.

LEGISLATOR DUNNE: March through August is when they do the shows. And this is one of the shows that's done on August 27th and it's 100 years of Broadway. So it's going to be really a great thing.

LEGISLATOR KOPEL: I'm not questioning whether or not it's going to be a great thing. I really don't like the -- I'm questioning the value. I'm questioning the way it's being done. I don't like that. I've said it many times.

But I guess you're saying if we wanted we could pull the plug on it, as a theoretical question?

MR. PODLESAK: I hope it's a theoretical question.

LEGISLATOR KOPEL: The question is important to me in terms of --

MR. PODLESAK: I would hesitate to advise the Legislature in this regard. It's still in the future so, of course, as

from a theoretical standpoint, you could of course pull the plug.

LEGISLATOR DUNNE: It says it was approved July 18, 2016. So it's fairly new. It might have been added on.

LEGISLATOR KOPEL: So what you're saying this might have been just a mistake? We can't do anything about this right now, but would you pass on that they've got to be more accurate in what they're writing over here?

I've said it before and already started actually on a few occasions to vote against things when performances have already been done. It sounds like the performance has not been done in this case, and, therefore, we could vote no and theoretically kill it, which is going to allow me to vote yes this time, but it's not going to continue with many of these deals.

VICE-CHAIRMAN NICOLELLO: So we need some direction in these contract terms and how they relate to -- the term of the contract as it relates to a performance like

this, why would they do that?

MR. PODLESAK: I will discuss the point with the attorney in the office who handles these matters for the Parks Department.

LEGISLATOR KOPEL: Thank you.

VICE-CHAIRMAN NICOLELLO: Do we have any further discussion on this item?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(Nay.)

Passes four to three.

We have two items that are going to be untabled; Item 156 of 2016, it's a resolution authorizing the County Executive to execute an amendment to a personal services agreement between the County of Nassau acting on behalf of the Office of Executive Auctions International, Inc.

Rules Committee/8-1-16

Motion to untable.

LEGISLATOR KOPEL: So moved.

LEGISLATOR GAYLOR: Second.

VICE-CHAIRMAN NICOLELLO: Moved by Legislator Kopel, seconded by Legislator Gaylor. All those in favor of untabling signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Matter is before the committee. Mr. Schlernoff.

MR. SCHLERNOFF: This is a renewal of an approved contract that we have Auctions International to auction off surplus real property of the county.

The original contract was approved by the Legislature and now the rules require that we come back to you every year to get a renewal of the original contract.

VICE-CHAIRMAN NICOLELLO: How long did this contract --

MR. SCHLERNOFF: I believe it's

five years, as I recall.

VICE-CHAIRMAN NICOLELLO: Are there were any plans to rebid this?

MR. SCHLERNOFF: We don't bid it. What they do is, we a contract with them which has been in place I guess since 2006. They auction off all the surplus items for the county. Last year we got over $300,000; the year before that over $400,000.

VICE-CHAIRMAN NICOLELLO: Any other questions?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(Nay.)

Passes four to three.

Last one is U66, the last item on the calendar, a resolution authorizing the County Executive to execute an amendment to a personal services agreement between the

County of Nassau acting on behalf of the Office of the County Comptroller and RR Health Strategies, LLC.

Motion to untable.

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

VICE-CHAIRMAN NICOLELLO: Untabled by Legislator Dunne, seconded by Legislator Kopel. All in favor of untabling signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

The matter is before the committee. So, can you tell us what this is?

MR. OLNEY: Yes. Michael Olney from the County Comptroller's Office.

This is an amendment to a contract for the third party administrator for the County Smart Savings Program for families and households that would otherwise need multiple health insurance policies.

This vendor has been in place

since the original contract in 2009. It was twice amended. The current amendment would take it through the end of September of this year and the amount of the contract is $12,000.

The contract states that the price for the review of each claim is set at the original 2009 rate of $600 so the total cost of the contract will be a function of how many claims are submitted during the contract period.

VICE-CHAIRMAN NICOLELLO: My notes indicate that the comptroller issued it RFP, did not receive any responses and then extended the deadline, is that it?

MR. OLNEY: That was in 2009. I was not here in 2009 but that's my understanding. The deadline was extended and this was the only respondent at that time.

VICE-CHAIRMAN NICOLELLO: Any thought to going out for another RFP on this item?

MR. OLNEY: Yes. There's been

discussion in the office. We just have people who submitted claims and we need to have a contract in place to be able to pay those claims and then the plan is to, after this period, we will put this out to RFP again and hopefully engender multiple responses.

VICE-CHAIRMAN NICOLELLO: And the contract procurement process here is handled internally in the Comptroller's Office?

MR. OLNEY: I'm not sure I understand your question.

VICE-CHAIRMAN NICOLELLO: Well, it's not done through the County Executive's Office or anything like that.

MR. OLNEY: Yes, we'll be doing the procurement.

VICE-CHAIRMAN NICOLELLO: Okay. Do we have any further questions on this item?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by

saying aye.

(Aye.)

Those opposed?

(Nay.)

The item passes four to three.

Motion to adjourn.

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

VICE-CHAIRMAN NICOLELLO: Moved by Legislator Dunne, seconded by Legislator Kopel. All those in favor of adjourning signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Committee is adjourned.

(Whereupon, the Rules Committee adjourned at 7:16 p.m.)

C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and Notary Public in and for the State of New York, do hereby stated:

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of August, 2016.

_____

FRANK GRAY

NASSAU COUNTY LEGISLATURE

FULL LEGISLATIVE COMMITTEE

NORMA GONSALVES,
Presiding Officer

1550 Franklin Avenue
Mineola, New York

Monday, August 1, 2016
1:10 P.M.

A P P E A R A N C E S:

NORMA GONSALVES, Presiding Officer

RICHARD NICOLELLO,
Deputy Presiding Officer

HOWARD KOPEL,
Alternate Deputy Presiding Officer

STEVEN RHOADS

DENISE FORD

LAURA CURRAN

C. WILLIAM GAYLOR III

VINCENT MUSCARELLA

ELLEN BIRNBAUM

LAURA SCHAEFER

DONALD MACKENZIE

KEVAN ABRAHAMS,
Minority Leader

ROSE MARIE WALKER

DENNIS DUNNE

JUDITH JACOBS (Not Present)

JAMES KENNEDY

DELIA DERIGGI-WHITTON

CARRIE SOLAGES

SIELA BYNOE

MICHAEL PULITZER,
Clerk of the Legislature

LIST OF SPEAKERS

PETE PATTERSON.....3

ACTING COMMISSIONER
THOMAS KRUMPTER.....9

POLICE OFFICER NICK FALITTI.....11

LARRY GREENSTEIN.....14

KEVIN GREENSTEIN.....15

BRIAN SULLIVAN.....20

MAYOR BRUCE KENNEDY.....29,93

GLENN HOWARD.....32

JAMES LIAO.....34

PATRICK KEATING.....35

JACK MCCLOY.....43

DAVID BERG.....47

AMY PETERS.....48

META J. MEREDAY.....49

TOM DELANEY.....52

KIERA BRYANT.....63

SAMANTHA GOETZ.....70

DAVE RAGANETTI.....71

JAMES LIAO.....73

RONALD MANDLER.....77

LIST OF SPEAKERS

J.P. CLEJAN.....79
SARAH ORAL.....79
TIMOTHY NORTON.....82
NEAL LEWIS.....84
FRANCIS BECKER.....91
MAYOR REGINALD SPINELLO.....105
SCOTT RECHLER.....110
HONORABLE DIANE YATAURO.....117
SHAN MARKOWITZ.....139
FRANK HOFTELL.....153
MILAN TYLER.....158
ALICIA PAGLIARE.....174
MARSHA SILVERMAN.....176
PASQUALE CERVAJIO.....180
PATRICIA TRACY.....185
ZEFY CHRISTOPOULOS.....189
GORDON BERG.....194
AMY MARION.....196
ERIC ALEXANDER.....203
KRISTIE PAGET.....208
NICOLE LOIZIDES.....214

LIST OF SPEAKERS

KEN ARNOLD.....224

DANIEL DEEGAN.....270

Full Legislature/8-1-16

CHAIRWOMAN GONSALVES: Will all the legislators take their seats? At this time I will ask Dennis Dunne to please lead us in the Pledge of Allegiance.

(Whereupon, the Pledge of Allegiance was recited.)

CHAIRWOMAN GONSALVES: Thank you, Legislator Dunne.

As is customary at each legislative meeting that we have a top cop, and this month is no exception, and I'm going to call upon the president of the PBA, is he here? Is there anyone who wants to introduce the top cop for the August 1st meeting?

We have the vice president of the PBA, Mr. Patterson, and of course the Acting Commissioner Tom Krumpter and we are going to introduce the top cop and then going to of course take a picture.

MR. PATTERSON: Thank you, Presiding Officer and legislators. First before we go into the presentation of top cops, I would like to thank each and every

one of you for participating in our recent fund-raiser for the cops in Dallas and Baton Rouge. It turned out to be a great success not only for the financial support for the families going through this tragedy, but I think the police officers and the people that we protect all got together and really supported cops and that goes a long way.

Everybody knows what's going on in this day and age. Everybody reads the paper. We need support now more than ever. We are there to help you.

We enjoy the full support from each and every one of you legislators up there. We see it. We know it. No matter what difference we may or may not have, we just want to thank each and every one of you for that.

That brings me to the top cop you are honoring today, Police Officer Nick Falitti. He is one of our officers out there protecting and serving Nassau County risking his life every day.

However, he proves that we're not

just police officers, we're also human beings, members of the community.

This police officer responded to a welfare check for a resident need up in the Locust Valley area and upon arrival does his interview, and realizes that technically this individual doesn't really need police assistance. He needs assistance from different social services, possibly anywhere else but the police department.

But the human side of him kicks in and says, I'm not just a police officer. He feels for this guy. He knows what he's going through. He realizes he needs food. This officer goes out on his own with his own money and buys food and beverages for the gentleman to assist him.

He never says anything to anybody, to his commanding officer. The police department actually doesn't even know this happened. Apparently the individual wrote a thank you letter and the department rightfully so recognized him.

I appreciate you recognizing each

and every month. I appreciate you recognizing them each and every month and for what they do and risking their lives, but this is just as important for us as well as for the community. Thank you. I will turn it over to the Commissioner of Police.

ACTING COMMISSIONER KRUMPTER: This is a great example of the great work that's done each and every day by Nassau County police officers. In this case, Police Officer Falitti wasn't looking for any recognition. This only came to the attention of the department because the gentleman actually called the precinct to thank Police Officer Falitti.

Think about that, he goes out and does a great thing. So the police officer is doing the right thing each and every day and, not for recognition, not for anything else other than he's doing the right thing and he is out there protecting the public, putting his life on the line each and every day. But in this particular case it was right around Easter, I believe it was the

Friday before Easter, so at a very holy time of the year, he actually went out and did the right thing by a gentleman that did not have any food in his refrigerator, did not have any money, did not have anything, and took the money out of his own pocket and made his life a little better and brightened his life.

Police Officer Falitti, thank you for all you do for the Nassau County Police Department.

I just want to take one more moment, at a time in this country when political pundits have gotten to a level of rhetoric that has actually created situations that, working as a police officer has become more hostile than at any time in my entire career, and probably in the history of police work, I'm very grateful for all that this Legislature does as a body to support the men and women of the police department.

You are there each and every day supporting our men and women as is

demonstrated here. I want to thank you on a personal level for that. I want to thank you for recognizing the officers' great work.

We are very grateful for the men and women that serve in the Nassau County Police Department and the great job they do each and every day.

So I would like to give all of you a round of applause for all that you do.

With that, Police Officer Falitti, would you like to say a few words?

CHAIRWOMAN GONSALVES: I want to know, what precinct is it?

POLICE OFFICER FALITTI: Second Precinct.

CHAIRWOMAN GONSALVES: That's good.

POLICE OFFICER FALITTI: I would like to just thank everyone taking the time to give me this recognition. This is something we do all the time without thinking. We serve our community and we try to do the best we can. So, then again, I

would like to thank everyone.

CHAIRWOMAN GONSALVES: Officer Falitti, we all thank you.

ACTING COMMISSIONER KRUMPTER: Legislator Gonsalves, where would you like us to do the photo? Okay. That's where we're going to go.

CHAIRWOMAN GONSALVES: I need to let you know that we have a citation signed by each and every one of the legislators here recognizing your good deed. And I know the police department for a long, long time. I know that many, if not most, have the biggest hearts going here in Nassau County. So I thank you Officer Falitti.

And Easter time is a time when we all try to do our best, but sometimes we lose sight of those who really truly need our help.

So, again, I thank you from the bottom of my heart. I'm sure that each and every one of my fellow legislators thank you as well.

So, without any further ado, we

have a citation for you and would you please join us up here because, even though I probably would like to get up there, I'm sorry, Howard, but I think it will be a lot easier for all concerned. Let me tell you something, some us will remain seated. I can stand.

As is also customary with each legislative calendar, we have points of personal privilege and today we have I believe two or three.

I'm going to begin with the point of personal privilege submitted by Legislator Delia DeRiggi-Whitton, and it's recognizing Kevin Greenstein from Port Washington. Here we go, Legislator DeRiggi-Whitton. Let's go with it, get to the mike.

LEGISLATOR DERIGGI-WHITTON: I'm here. Thank you very much, Norma Gonsalves, Presiding Officer.

I just wanted to take a moment to introduce a very special young man who has taken a lot of time to make this a better

county for every voter. I'm very lucky to have his dad and I would like start by having his father explain in detail a bit in how Kevin has done that.

MR. GREENSTEIN: Thank you. Kevin, unlike a lot of his age group, is very interested in public affairs and has always voted in every municipal election, water district election and school board elections. He loved the lever machines because he can go and he could read what I wanted and he could click it.

When the scanning machines came out, he was not able to fill in the bubble and, for the most part, the ballot marking devices were not useable and they would keep telling him, oh, just have your father vote for you, which he did not think it was an appropriate way to vote.

So he started lobbying to get extended use of the lever machines, and met with the speaker, people in the assembly and met with the people in the state senate and got three years additional lever machines

for the nonpartisan elections and, in that time they were able to secure some funding so it's not going to cost the county a fortune bringing the other machines in.

LEGISLATOR DERIGGI-WHITTON: Kevin, he can say something.

KEVIN GREENSTEIN: Thank you for honoring my efforts for voting. My goal has been to allow people with disabilities access to voting. I want to thank the former speaker of the assembly, my assemblywoman, and state senator. I also want to thank everyone in supporting my efforts and tell everyone to vote on November 8th.

CHAIRWOMAN GONSALVES: Kevin, we thank you. Legislator DeRiggi-Whitton, don't you want to present.

LEGISLATOR DERIGGI-WHITTON: Yes, going to take a picture. Thank you so much. This family is amazing. They have done incredible work with Autism Speaks and everything else, and it's not only Kevin but it's his incredible parents that really

deserve a real round of applause.

CHAIRWOMAN GONSALVES: Let me say something. Their efforts are very necessary and I'm glad they were successful in achieving success. Thank you, Kevin.

Again, thank you, Kevin. You know what? There are a lot of people that could use those old voting machines. I bet there are a lot of senior citizens who would probably welcome them as well. Thank you for your efforts and I'm certainly happy that you were successful.

The next point of personal privilege was submitted by Minority Leader Kevan Abrahams and I'm going to allow Minority Leader Abrahams to introduce these beautiful people who have really worked hard in accomplishing their goals.

Another point of personal privilege is Legislator Dennis Dunne and, with that, Dennis.

LEGISLATOR DUNNE: Do we have anyone from OEM, Office of Emergency Management? They dropped off and took off.

I had asked at our last meeting if OEM, Office of Emergency Management would drop off samples of the food they would be giving at the shelters to replace the C-rats when I used to eat in the Marine Corp., canned goods from WWII, and the MRIs in a plastic bag. They were disgusting. And people had to eat this stuff. Not under duress. They were under duress. They weren't being fired on. But that is a new thing coming out.

Our Office of Emergency Management really had the foresight to investigate this and really get these new food servings, it's called Chefs Five Minute Meals. They brought some down for us. They were going to heat them up and pass them around and taste. We're not going let them off the hook. They're not here now but next meeting I'm going to have them heat these up.

They have different flavors, beef stew, something that you can buy in the store. They have beef stroganoff with

noodles, they have cheese ravioli, and vegetarian chili, they are different, and they have many, many more also.

But what we are going to do is, have some forks, have them heated up. It takes five minutes to heat these up, bing bang bing, and any legislator who wants to taste it, they have forks, they'll be able to taste it. It's really good. I did try it. So did Legislator Walker at the OEM conference at the Milleridge Inn recently. No competition for the Milleridge Inn. Their food is a little bit better than this.

If you're hurting and you need a meal, this is really really good. So we are going to have them back and they're going to heat them up to show you how quick and easy it is just to show our due diligence that we are going to taste what we are going to be expecting the people to have if another Sandy comes and hits us and people have to go to shelters in their local communities.

So that's what is going to be happening. I thought they might still be

here and I might be able to test. That's my presentation. Thank you.

CHAIRWOMAN GONSALVES: We will have that tasting at the next meeting. They need to be here because if they're going to be serving this kind of food, they should be here to do it.

LEGISLATOR DUNNE: Shows how quick and simple it is. Thank you so much, Madam Chair.

CHAIRWOMAN GONSALVES: Absolutely. The next points of personal privilege, we will come back for your point of personal privilege, and hopefully maybe they will be back before we finish with our public comment.

At this point I will turn the meeting over to the Deputy Presiding Officer Richard Nicolello.

VICE-CHAIRMAN NICOLELLO: We have our 30 minutes of public comment. I notice that a number of the speakers are speaking on items that are on the calendar. So we're going to give you the option, either speak

now or wait until the item is called with the calendar.

First up is Brian Sullivan, president of Nassau COBA.

MR. SULLIVAN: Good afternoon, ladies and gentlemen.

I appreciate you giving me a couple of seconds here to speak. First, I would like to offer another round of applause for the top cops that were here earlier. We are law enforcement. We support our law enforcement.

Pardon my granny glasses. I'm also up here because of a few things. I was up here last time a few weeks ago, I spoke to you about problems we had with the arrangement court system and about the criminal justice system in Nassau County letting people go that we have a major problem with that. I seemed to start a pretty interesting conversation here last time and I will be following up on that a lot more as time goes by starting after what I'm about to talk about quick.

Since then, when I was here last time, I have been dealing with a myriad of problems at the correctional facility. Centered around security issues, or lack thereof, including security breaches that are going on at the jail that definitely affect the safety and security of the facility.

My board and I have met with the sheriff on many many occasions at labor management meetings, had several conversations; official, unofficial, whatever you want to call them, to try to rectify a lot of these problems going on.

We have a lot of handshake agreements regarding many issues, trying to obtain the necessary tools to do the job, metal detection equipment, regular equipment, vehicles, everything else, as well as problems with conducting searches in the facility for contraband, all of which I can't seem to get the sheriff to ever implement.

We had a lot of conversations

about all this stuff but it seems like it's all just conversation, there's nothing but conversations.

Over the past few weeks, I had to file several charges in PERB, the Public Employee Relations Board, as well as individual class action grievances against the county and the sheriff for failing to address these issues that we're constantly bringing up over and over again.

The jail is in terrible shape both security wise, morale wise for my people. Now we seem to be incorporating this national trend, statewide trend of this hug-a-thug policy, where we're taking away segregation of inmates that cause major disturbances, that are causing fights and are generally disruptive. We have new orders out about, you hear all the stuff happening in New York City, obviously there is no abuses or anything alleged, you're taking tools away of inmates that can seriously cause damage in the jail. We're going to keep them out. That's one of the

policies unfortunately that I have to deal with.

That being said, with the myriad of things I'm dealing with, and I seem to be talking to myself about it, tomorrow I'm going to be holding a rally outside the gates of the correctional facility. Tomorrow morning. To bring attention to these issues and to show support for my workforce that seems to be under a constant barrage of neglect and abuse from an administration that just doesn't seem to care what's going on inside that facility.

I come here today because I want to cordially invite each one of you, if you're able, I know that a lot of you have regular day jobs, not that this isn't a regular day job, there's lawyers and everything else. I cordially invite you to attend this rally in support of our county correction officers who come to work every day, day after day, week after week, under extremely trying conditions. We are also law enforcement officers. We have a trend

out there that we need to support our law enforcement officers, we need to, like Pete Patterson spoke before very eloquently about the sentiment that's going on in the world, there is a lot of sentiment, we support our police, everybody should support our police. A lot of times people forget that we need to support other aspects of law enforcement.

My correction officers are sworn peace officers in the State of New York. They are sworn to protect the peace. Sworn to protect everybody in this county. We're not shown an iota of respect. It seems to be across the board in all of correction departments because I'm hoping to have support of other counties that are going to be there tomorrow. We all seem to be under the same umbrella.

My ultimate goal is to turn this place around. I want to enhance the security at the jail. Stop the nonsense that seems to permeate our profession all while the rest of the civilized world revolves around law enforcement.

So I'm not going to sit here like Kruschev and bang my foot on the podium today. That's maybe next meeting. But I want to invite you all to come down to support us, show our correction officers that you support us, if you can; if you can't, I understand there is obligations, it's last minute notice for you guys, but I wanted to get out here in public, get you all in one room and hopefully you'll come down.

I'm going to be mustering my guys together about 10 o'clock. I plan on kicking it off at 11 o'clock at the front gate of the correctional facility. Parking is down the block. They may let you guys park on the property, they're not letting my guys park on the property, we have to find alternate things, but I'm sure you guys will get taken care of. Love to have you down there.

Lot of issues we've got to deal with and we just seem to be banging our heads against the wall and, quite frankly,

tired of it.

VICE-CHAIRMAN NICOLELLO: Legislator Ford.

LEGISLATOR FORD: Brian, thank you for coming down here and addressing this and letting us know about the situation over at the jail.

As you know, this is a big concern. I mean, we do focus on police that patrol our streets but I know that you guys and women have equally dangerous jobs because you are confined with a lot of people that are committing crimes.

MR. SULLIVAN: Where do they go? Where do they end up?

LEGISLATOR FORD: Yes. I know there are a lot of problems and the dangers that you face on a daily basis.

Unfortunately, I don't know, I'm going to try to make your rally tomorrow. But, please, I will be in touch with you and keep me informed because I do want to show my support and maybe through showing support we finally get some focus on the working

conditions there and start making some changes so that you don't have to come back and bang your shoe on the desk like Kruschev. Okay?

MR. SULLIVAN: Thank you very much, Legislator Ford.

VICE-CHAIRMAN NICOLELLO: Legislator Solages.

LEGISLATOR SOLAGES: Thank you, Legislator Nicolello. Good afternoon, Mr. Sullivan, how are you doing?

MR. SULLIVAN: Good, sir.

LEGISLATOR SOLAGES: I also would like to underscore the statements you made before. Police officers have a fundamentally dangerous job. Every stop and search of a vehicle of a person is by far one of the most dangerous experiences that anyone can engage in, but also your correctional officers putting themselves in just as much danger in checking in on inmates at the local jail. So, again, I recognize the difficulty that you face and support you wholeheartedly.

Full Legislature/8-1-16

You mentioned before that there were a number of handshake agreements or statements that have gone nowhere. That has also been my experience with this administration.

I suggest that you please memorialize some of these conversations that you have had with the sheriff and create a paper trail. Because I'm also interested in these issues.

MR. SULLIVAN: Way ahead of you.

LEGISLATOR SOLAGES: I would like to see a paper trail of some of these important issues and also would like to push them because, again, I understand the difficulty that you're facing and we as a caucus would like to support you.

MR. SULLIVAN: Thank you very much.

VICE-CHAIRMAN NICOLELLO: Anyone else? Thank you very much, Brian.

MR. SULLIVAN: Thank you for your time. Hope to see you tomorrow.

VICE-CHAIRMAN NICOLELLO: Mayor

Bruce Kennedy. I'm not sure if you want to speak now or wait until the item is called. It's up to you.

MAYOR KENNEDY: Can I get two shots at this? Because I have another item. I have two items that I listed on there.

I just wanted to bring up the issue that I last discussed at my appearance.

First thank you for the opportunity to address the Legislature. I was here last month regarding trying to seek a resolution to the issue as it relates to the Sea Cliff Avenue Sewer Project.

One question that I asked last month was, I'm aware that there is a 40 year capital plan of which $198 million is slated for sewer projects throughout the county. Of that $198 million 196 is encumbered. Which means $2 million is not encumbered.

I asked the Legislature if it was possible to break that $2 million away, being that money wouldn't have to be bonded for and put it towards this project. I'm

just wondering if there was any progress on that solution?

Secondarily, this project is very important to the village. It's important to all of Hempstead Harbor. So I was trying to figure out another way of getting this done where both sides of the aisle can work together and the last -- when I did phase one of this project, the county was provided financial assistance and we did it through an IMA, so there was no procurement by the county.

I know the biggest issue right now between the two sides is the procurement process. So, if in fact this $4 million that was approved in the county capital plan could be granted through an intermunicipal agreement, it would require no procurement.

The village has already done all the engineering studies, our bid documents are virtually ready to be done and we would do all the bidding and award the bid ourselves.

So if the Legislature could see

fit to do this through an IMA and separate it from any other projects like it was last month, we could get a project that everybody agrees needs to be done, especially Presiding Officer Norma Gonsalves, who sent out a letter to all the residents of the Village of Sea Cliff saying that this project was of the utmost importance economically to the environment and that it needs to be done right away. So I'm providing two different potential solutions.

I thank you for your time. I hope we can get moving on this and I would like to also reserve any other time for the other matter.

VICE-CHAIRMAN NICOLELLO: Yes. Once the Garvies Point is called, we can call you back up. But we will ask the administration to follow up on both. I think with respect to an IMA though you would still have to borrow the money, so that presumably would still be the sticking point.

MAYOR KENNEDY: And I spoke with

both sides, and I think if it went to a vote that it would be approved.

VICE-CHAIRMAN NICOLELLO: Okay. We will explore that. We are willing to explore any possible solutions.

MAYOR KENNEDY: Thank you.

VICE-CHAIRMAN NICOLELLO: Again, with respect to the Glen Cove items, you can speak now or wait until the item is called. Pasquale Cervajio. You will wait. Okay. Thank you. Glenn Howard.

MR. HOWARD: Mr. Chairman, members of the Legislature. I'm used to speaking in Glen Cove. My name is Glenn Howard Junior. I reside at 18 South Field Road in Glen Cove and have since 1971 when my family moved here and I started work at Pall Corporation.

I'm retired. I served on the planning board in Glen Cove for three years, I've served as a member of the board of directors for the Chamber of Commerce for 27 years, and I stepped down from that, and they desperately needed a treasurer so I

stepped into that position for a few years and I'm leaving that as soon as this other guy is trained.

I'm on the Charter Commission and I'm also a long time Rotarian since about 1972, most of that in Glen Cove.

This proposition, 210-216, is a win-win situation for everyone. There is no such thing as a win-lose. You lose-lose or you win-win. It's a very good recommendation from the city.

I followed this project for years and I am very glad to see it finally moving forward. We finally got to a point that land that is empty and not taxed and valued somewhere by the county between 1.5 and $2 million is doing nothing for anyone. The city, the county, or anyone else, the school system.

Right now you have before you a recommendation that reapportions things a little but it is a fair proposition. It benefits every one. It basically meets the rotary four way test, is it true, fair, will

it build good will? Yes, it will. Will it be beneficial to all? Absolutely.

I encourage you to work with the city on this so that this project can move forward and put this property back on the tax map because once it does the county starts getting paid as well as everybody else, where now nothing happens and you put money into it to maintain it. Thank you very much.

VICE-CHAIRMAN NICOLELLO: Thank you. James Liao.

MR. LIAO: Good afternoon, ladies and gentlemen. Thank you very much for allowing me to speak with you. My name is Jim Liao. I am the portfolio advisor for the Energy Improvement Corporation. It is the local development corp that runs the Pace Energy Financing Program in New York State.

As of today, there are over 30 other municipalities in New York State that are participating members, and they are taking advantage of the energy financing

programs that we offer.

I know that this Legislature has looked at this program in some depth up to today, and today hopefully there will be a public hearing and a vote on this matter.

I want to say that we at the Energy Improvement Corporation and the other municipal members look forward to Nassau County joining the EIC and beginning taking advantage of the energy financing programs that we can offer. Thank you.

VICE-CHAIRMAN NICOLELLO: Thank you. There will be a public hearing on that item following the public comment period.

Patrick Keating.

MR. KEATING: Good afternoon to the Chamber. Thank you for hearing me speak.

The topic of discussion for me is a little bit shocking called widow makers. After Hurricane Sandy, there is topic that is happening on the South Shore of Long Island that I was made aware of after I started going into looking into the

situation.

In Baldwin Harbor where I reside, I took a walk around one square mile of the Harbor. I have statistics here today that I can provide that shows over 80 trees that are curbside that are completely dead that are over 40 feet tall.

A widow maker is a tree that doesn't present itself as a death sentence. It just stands there until it's ready to drop.

Now, what happened to me as Legislator Curran encouraged me to come up here and talk, I sent her a picture of a tree that fell in front of me as I was driving down Milburn Avenue. That could have went through my windshield. We are now almost on the cusp of four years of Hurricane Sandy.

I have been trying, talking to different legislators, the town, the county, and at every level to find somebody who wants to take accountability for this issue.

What I get back is, well, there

is a $25 permit for Nassau County that you can fill out and you cut down the tree as a homeowner because it's curbside and there's a $200 replacement cost to that homeowner, and the real reason for the permit is, somebody can come in to inspect later to see if the sidewalk has been destroyed so they can charge the homeowner more.

Well, in my statistics I found that in the days of the 60s, Sycamore trees were the selected tree. That that was the one that everybody put in on the curbside. Sycamore trees are the highest case of death rate on the South Shore.

Now, where I first started with just my little town in Baldwin Harbor and my little section of one square mile, I was encouraged to expand that greatly to the entire island.

That is big issue of which I'm going to provide my professional management services as not only a public accountant and auditor, but very well known in my community to do whatever it takes to get anybody to

take the accountability of this and make this an epidemic proportion issue because anybody traveling at any time coming up in this September, as you know, we are now in hurricane season, will become worse and worse.

I talked to people like at Atlantic Nursery who are horticulturists that say that the average rate of death of that tree that is between two and three years. And we have trees that won't show themselves 100 percent dead until five years from now. This is going to continue to get worse and worse, and if nobody does anything about it, it's going to fall on all of you.

So you might want to look around in your own neighborhood and add to this list. If you would like to talk to me afterwards or if you would like a copy, I have only six that I brought prepared, because I didn't think there was going to be an entire panel. But that's all I have to say.

LEGISLATOR FORD: Good afternoon,

sir. Are the trees on county roads or town roads, or village roads?

MR. HOWARD: Well, that becomes the first question that I hear. It's all Nassau County. It could be a village, could be a town, could be the Town of Hempstead, the Town of Oyster Bay. It's all Nassau County.

So, what I'm talking about specifically, and my statistics are what sit between the street curb and the sidewalk. That's the only portion I walked around and wrote the addresses down for every house that has at least one or two trees that are in that segment that are dead.

LEGISLATOR FORD: You know what it is, it's all the different levels of government who has roads that they are on. I live in the City of Long Beach. So I know that even though it's in Nassau County, the city went through FEMA and tested all the trees and took down quite a number of them.

So what I'm saying is, if we could find out where basically if any of

these are on county roads, then we would most assuredly go after DPW, but if we also know on the town roads, if we had the addresses, and I know for me, Legislator Curran would be the same way, to write if it's the Town of Hempstead, like they could send their people out to check the trees. I mean, they should be checked.

MR. HOWARD: I provided the street addresses for just the ones that I know of and I appreciate that, but I think this also should be expanded beyond what I was just providing and, really, I can't stress it enough to say thank you, but this is just bigger than just, let's select where. This is the entire Long Island at this point.

LEGISLATOR FORD: Well, we have been removing a lot of trees. That's what I'm saying, down in my area.

MR. HOWARD: Some townships that I spoke to were kind of like, well, it's up to the homeowner. No, no it's not. It's up to just somebody -- at least having the

county do at least one thing for me. Can we put out some kind of public notice of awareness of some sort to say, hey, you might have death awaiting right there in front of you. I don't think people realize it. So that's where I was at.

LEGISLATOR FORD: I thank you very much for bringing this to our attention.

LEGISLATOR RHOADS: Deputy Presiding Officer, if I can just chime in also. Obviously I know that you're looking at this in the context of Hurricane Sandy, but it's the same as the case throughout the county. If you have a list of trees that need to be inspected and replaced, my suggestion would be to send the list to us. I know the ones in my area, we'll take a look at it.

If there are trees that the county has jurisdiction over, if they're responsible for it, we'll send our DPW over to take a look at it. If there are trees that the town has jurisdiction over, we'll

send it over to the towns so they can take a look at it, but the important thing is the information is shared with us.

So I appreciate the fact that you put together that comprehensive list. If you send it to our offices, I can assure they will be addressed.

MR. HOWARD: Thanks. Something should be done. That's great reactively, just to add one more thing. Reactively that's great, that once I send something in, I'm entertaining all of you with the fact that you should be proactive and something else should be done, not just say, let's see who sends us in this information.

Please, do something in your communities, especially on the South Shore of Long Island. South Shore is really hit hard. So that's all I have to say.

LEGISLATOR RHOADS: I can tell you that we have probably written countless letters about -- I know in my district we have written countless letters about trees in our area. We've had DPW out to inspect.

The eyes and ears can't be everywhere, so if you have other information, we certainly appreciate it. Thank you.

MR. HOWARD: No problem. Thanks. And don't forget about the abandoned houses. That's going to be a tough one.

LEGISLATOR RHOADS: Believe me, we haven't.

VICE-CHAIRMAN NICOLELLO: It's become clear to me that there's no way we can get through this entire stack of public comment in the half hour allotted.

So if you can wait for your item, I would ask you to please do so. If you are pressed for time and you have to leave, then of course you can come up.

Brian D'Resta, Garvies Point? He left. Okay. Call him again later. Ronnie Mandler, can you wait till we call? Okay. JP Clejan? Okay. Sara Oral? Thank you. Timothy Norton? Patricia Tracy, Garvies Point? Jack McCloy.

MR. MCCLOY: Good afternoon members of the Legislature. Thank you for

allowing me to address you today. Jack McCloy from Baldwin. I will make it quick. You heard me passionately ask for your ability to understand what is happening in my community.

The Baldwin Grand Avenue road diet project is one that hundreds of our neighbors don't want to occur. Grand Avenue has been reconstructed about two years ago. It does not need to be ripped up and reconstructed again.

I heard people address you today at many other of your sessions since Thanksgiving. Heard Mayor Kennedy mention that there is a project in his area that he could use a couple of million dollars for the benefit of his community. I'm saying that the six or $7 million that's slated to rip up Grand Avenue, two lanes in each direction right now to reconstruct it to one lane in each direction is a dangerous thought. It's a wasteful expenditure. There are much better ways to spend this money.

I've tried to convince my own legislator that it's not the best way to go. I hope the members of her party will try to convince her that when there are so many more important ways to spend 6 to $7 million, this is not one of them.

I ask the members of the majority of the Legislature to block this expenditure because it's totally wasteful, and I think I mentioned the specifics enough over the last few sessions that I don't need to go over them again.

But it's dangerous, wasteful, community members don't want it, and there are so many other needy situations to direct these funds to that it shouldn't be for reconstructing Grand Avenue in Baldwin. Thank you.

VICE-CHAIRMAN NICOLELLO: Thank you, Mr. McCloy. Legislator Curran.

LEGISLATOR CURRAN: First of all, thank you for coming as you do every month. I appreciate that you come even though, as I said before, I profoundly disagree with you

about this project. I think it's a great project for safety and economic development in our hamlet.

But I love that you come and this is democracy in action. This is what we are here for. I appreciate that you come and I know that Patrick Keating, another constituent had to leave, and I see Meta Mereday is here and I just have to say that I'm very proud of my constituents because the come regularly, I think more than others. So, thank you.

MR. MCCLOY: I appreciate the kind words but I would also appreciate your reconsideration of this in light of the fact that there are really needy ways to spend this money as opposed to aggravating a lot of neighbors that feel that this is not only wasteful spending but it's actually degrading the existing roadway. But we agree to disagree.

VICE-CHAIRMAN NICOLELLO: Neal Lewis? Thank you. Zefy Christopoulos, wait. Dr. Gordon Berg? Amy Marion? David

Berg?

MR. BERG: Thank you for letting me share my opinion with you. I'm a resident of the City of Glen Cove.

I'm addressing the issue that's before you today about the application for a pilot payments in lieu of taxes by the city of Glen Cove vis-à-vis the Garvies Point Development.

I'm against the development. I don't see or understand why Nassau County taxpayers should have to help subsidize the development.

It's my understanding that the agreement that was entered into between the developer and the city of Glen Cove specified that the developer was going to sponsor the parks and amenities that these pilots are being applied for. That was the way this deal was from day one. It's been changed and it does not seem fair.

There is a significant amount of populous of the city of Glen Cove that is aligned with me and my opinion on this very

subject and it doesn't seem like the city of Glen Cove is paying any attention -- in fact it seems out of its way to push this down our throats.

I stand in protest of it. That's why I'm here. I thank you for entertaining my opinion.

VICE-CHAIRMAN NICOLELLO: Thank you, Mr. Berg. Tawan Weber? Alicia Pagliare? Amy Peters?

MS. PETERS: Due to time constraints I'll take my time now. Thank you. I too am a resident of Glen Cove and I too am against this development in its current form.

The project as it is now has changed significantly from what was proposed and approved in 2011. The creative tax financing for this project was not in light at the time of the approval of this plan.

I think there is a significant difference in the plan itself as well as the contract for who is responsible for who is paying for what.

So I believe that the city of Glen Cove should not be required to take on more debt. I believe that the County of Nassau should not be required to subsidize this project and I would urge you to vote no in the allocation of these taxes. Thank you.

VICE-CHAIRMAN NICOLELLO: Thank you, Ms. Peters. Meta Mereday. I know you have a number of items listed. I don't know if you want to speak now or wait till the items come up.

MS. MEREDAY: Meta Mereday, 758 Wesley Street, Baldwin. As my fellow Baldwin resident stated, I am also in opposition of the road diet in Baldwin for pretty much the reasons noted by Mr. McCloy.

I would love for the legislators to travel down Grand Avenue. As they did when some of you took the bus tour and you may have been on one of the N35s that break down on a regular basis, maybe you weren't on that particular bus, but that bus subsidy is a whole other issue.

We have the fire department, the First Precinct, and now the design is to put one lane going and coming and to have a turning lane and a park lane and bicycle lane on Grand Avenue. I will leave it at that for that issue.

With regard to Garvies Point in Glen Cove, I also as a taxpayer and a resident of Nassau County, I also stand with the residents of Glen Cove in opposition of this and I'm really concerned because at the Rules Committee meeting, when the presentation was brought up, there were some key items that were missing from that presentation, i.e., the EPA report, since that property is a brown field; the level of potential additional contamination, and the fact that there were promises that were made by contract by this developer and Nassau County continues to seem to get into these deals that become sweetheart for the developers, but disasters for the residents.

Let's not get into that long list again. Let's not talk about red light

cameras, let's not talk about the joke after subsidy for the NICE buses and the other various and sundry and, my favorite, the consolidation of those police precincts, and thank God for those of us who stood firm, particularly for the First Precinct, and I feel for those other communities that have to deal with the community policing idea that went bust.

So, again, I know I'm probably just blowing in the wind, but since I have the right to do that guaranteed by my First Amendment, and I just wanted to put it on the record and to encourage more residents to stand up and to speak up and, if you don't feel that you're elected official is representing your interests, the best thing for you to do is, for God's sake, vote him out because too many of them seem to be getting walked out in handcuffs.

I'll talk more later. Thank you.

VICE-CHAIRMAN NICOLELLO: That's the end of the slips I have for now. I will turn things over to Legislator Dunne for a

moment and then go into the calendar. We don't have till the next meeting for the demonstration from the Office of Emergency Management.

Mr. Tom Delaney from the Office of Emergency Management is going to give a quick demonstration of the -- anybody in Nassau County, when we do have a super storm such as Sandy is affected, and the food servings are atrocious in the past.

This is such a great addition that we approved at our last meeting and I ask if OEM could come down and give us a quick demonstration. The legislators that voted for that be able to taste it so we are comfortable with what we brought into the county, what Craig Kraft brought into the county, the Commissioner of the Office of Emergency Management.

Mr. Delaney, would you please give us a quick demo?

MR. DELANEY: I would be glad to do that. My apologies for not being in chamber when you first looked for me. I was

just outside, didn't hear.

Anyway, what these are, these are, first off, on the packaging, they look good. If they don't look good, they're not going to taste good perceptually to begin with.

So I'm going to take the first one of these and pass it around and you can look at it.

The contents of the package are the food itself in packaging, a heater pack which is activated by a salt water packet in there, and a heating tray. What you do is very simply this.

LEGISLATOR DUNNE: The instructions are clearly indicated on the box on how to do it. So Mr. Delaney if you forget, just look at the box.

MR. DELANEY: So the salt water activates the heating element itself here. The salt water comes with the packet. Comes with the utensils too. Just make sure that it's distributed around pretty good here. I take the food package and put it in here.

Then it takes about seven minutes to heat this up right now. If you want, I will take it and activate all three of them right here.

LEGISLATOR DUNNE: One is good. We don't want to waste any food.

MR. DELANEY: We have a little variety. I have vegetarian chili in case anyone doesn't eat meat.

LEGISLATOR DUNNE: They want a photographer to show our face when we taste it. The different flavors again are, we have the four that we have here. You see the steam coming up from it right now. That's just from salt water being added.

LEGISLATOR SOLAGES: If I may ask, do you share with local shelters, any supplies?

MR. DELANEY: No, I'm not.

LEGISLATOR DUNNE: Mr. Delaney, you're supposed to be talking to us, not to the lady. A question from one of the legislators and you said no to what he was saying, and I think you were talking to her

not to the legislators.

LEGISLATOR SOLAGES: Thank you, legislator. Briefly Tom, do you share any extra supplies you have with local shelters? I speak to local shelters and sometimes they lack enough food to give out to people in need. Do you share any of the supplies you have with the local shelters?

MR. DELANEY: The purpose of these is to be critical emergency supplies being paid for with Homeland Security Grant Funds. Having these on hand so that we can run our shelters in the event of a disaster, whether man made or natural causes.

We use these for the event, let's say we have a fire, and say we are evacuating people, putting them in a shelter, that's kind of a disaster isn't it, sure. Just the same way we bring water to such an event which is also critical emergency supplies.

So the answer would be yes, this would help people and even in smaller situations and then we don't have to worry

about, where are we going to get food for people. We have it.

LEGISLATOR FORD: Mr. Delaney, my question, just as a follow-up to Legislator Solages, considering this food will expire at some point do you check to see what you do have on hand, and I know you do keep it in case of an emergency, but if it's getting close to the expiration date, is it possible than rather discarding the food you would be able to send it to shelters and then get a new supply of the food for disasters? I mean, can you give the food to shelters if you don't need to use it?

MR. DELANEY: This is one of the very strategic positions that this vendor has provided us with. Previously, we would buy MREs, regular military MREs, FEMA would say, you can't throw them away, but we didn't often want to serve those, County Executive said we're not giving our residents MREs. They don't look palatable, they don't look like this.

LEGISLATOR FORD: Sir, I hate to

differ with you, because I was actually in Long Beach and we did get the MREs and many of our residents did end up eating them because they had peanut butter and crackers and a whole bunch of other stuff. Although it didn't look good, a lot of people ate it.

MR. DELANEY: We're going to go with this, how this is going to work. The vendor will rotate the stock for us prior to the expiration date, so that we do not have the responsibility of complying with FEMA regulations about how we are going to get rid of expiring food.

Previously we had earthquakes in Haiti where we had typhoons in the Philippines and we would ship expiring food there, and we were lucky enough to find shipping companies that would do this for us at no cost. But we're not going to have to worry about those concerns anymore, the vendor is going to handle our stock rotation.

LEGISLATOR FORD: What will the vendor do with the food? Will they then

reach out to the shelters?

MR. DELANEY: They work with charitable organizations and they will be distributing them to those organizations possibly for other disasters within the country. But, the point is, it's compliant with what FEMA is asking us to do.

LEGISLATOR FORD: Thank you.

LEGISLATOR DUNNE: Do you know what the other meals are? Was there something with rice in it?

MR. DELANEY: We have a few different things. On the non-Kosher side, there's beef stroganoff, spaghetti and meatballs, beef chili and beans, beef stew, pasta parmesan with chicken, chicken cacciatore, vegetable lasagna, beef chili with beans. On the Kosher side, there's vegetable chili, sweet and sour chicken, spaghetti and meatballs, cheese ravioli, cheese lasagna and tortelini and marinara. So a pretty good variety that we obtained from the vendor.

VICE-CHAIRMAN NICOLELLO:

Legislator Curran.

LEGISLATOR CURRAN: What is the average cost per meal?

MR. DELANEY: It comes out to about $6 each, one, I think if I'm right, somewhere in that area. I don't know the exact number in my head. Between 5 and $6 each, which is significantly better than when we were buying meals from a caterer.

LEGISLATOR DUNNE: Yes. For the Legislature, what we will do, once that's ready, he's going to come up and walk around and if anybody wants to taste it he has forks with him. We don't want to hold up the meeting any further, we know there's a lot of people here from Glen Cove who want to get their feelings said across.

So I will turn it back over to the Presiding Officer and, Mr. Delaney, when it's ready you'll just come up and we'll all taste it while we're listening. Turn it back over to the Acting Presiding Officer.

VICE-CHAIRMAN NICOLELLO: Minority Leader Abrahams, you have a point

of personal privilege?

LEGISLATOR ABRAHAMS: I'm very happy and honored to bring up the next group which I have worked with, my office has worked with for quite some time, and they were delayed a little bit today because they were actually being recognized by the County Executive because I truly believe he sees their merit as well as their skill and their ability, but the Delta Sigma Theta Sorority has not been the Chap that's been in Nassau County for many many years and I can tell you that from their clean up on Earth Day to their health fares, they have been a very responsible, well coordinated extension of the county. They have been a tremendous asset.

It gives me great pleasure also to recognize that they are a chapter that is also very effective in many of our districts. I was just mentioning to our staff that they are in Legislator Solages' district, Legislator Bynoe's district, Legislator Birnbaum's district, and there

are countless others on the other side as well. They have been extremely effective at doing what they do.

So I think one of the things I also want to recognize is, one of their members, we actually renamed or tennis courts at Arthur Mackey Park which is located in Roosevelt after Emily Moore. Emily, please stand up.

She has been a part, a Delta now for quite some time, but one of the amazing things that Emily does is that, especially now that we are approaching the U.S. open here in New York City, Emily does tennis instruction, she provides that service free teaching young people not just from the Roosevelt community, but from the surrounding communities, the characters around principals of tennis and some of the things they talked about in their tennis instruction is trustworthiness, respect, responsibility, fairness, caring and citizenship. I just want to say that she's been doing this for quite some time in the

Roosevelt area at that park and just this past spring I believe we were able to announce in the naming of the courts after her to make sure her long standing legacy of providing for the communities is remembered.

I do want to take this time and I don't want to take too much time from the legislative meeting to present. But I wanted to present them with a certificate of recognition which basically is just a big thank you, which I don't think most of the people in the county understand the tremendous amount of thanks we owe to the Delta Sigma Theta for their work that they have done this past, whether on Martin Luther King Day, Earth Day, you name it, you call on them, they are there, health fares.

We have partnered with them on countless different things and they have picked up the slack every step of the way so I just want to again thank them for their work.

I believe we have some of the ladies still here, some may had to depart

after their meeting with the County Executive.

They actually also have put together some stuff here in this chamber making sure that the youth are mentored as well. So they have a tremendous asset. So if I can ask the ladies to please stand up. I don't know if any of them want to say anything as I come down to do this.

CHAIRWOMAN GONSALVES: Minority Leader, go down with them.

LEGISLATOR ABRAHAMS: Absolutely.

CHAIRWOMAN GONSALVES: Minority Leader, would any of them like to say anything?

MS. BRYANT: Thank you. Thank you for the opportunity. Thank you for the acknowledgement. My name is Kiera Bryant. I am the co-chair of the social action committee for the Nassau Alumni Chapter of the Delta Sigma Theta Sorority Incorporated.

We are here today because Delta Days is a concept that our sorority has put into place many many years. Every year we

have Delta Days at the nation's capital in Washington D.C. We also have Delta Days at the United Nations annually. This year we had Delta Days at the State Capital and now we are here having Delta Days at the County Legislature.

We find ourselves now in a period of time when many of our citizens feel that their vote doesn't matter.

Our goal is to foster political awareness and involvement in an effort to educate the public regarding how their vote is directly related to many of the aspects of their day-to-day lives. That's why we are in the process of organizing voter registration and education events. We will be at three different national night out locations tomorrow.

We will be planning meet the candidate forums and debates for all of the contested seats across Long Island. We will be hosting presidential and vice presidential and vice presidential debate watch parties both in person and virtual.

We are going to utilize periscope for that. We will be hosting a social action symposium in September to give committee members an opportunity to learn about several social action issues facing the community.

We will be organizing gun buy back programs that was initially spearheaded from our meeting with Kathleen Rice in DC this year, but also we had a wonderful meeting with Mr. Mangano where we will be partnering to do more work in relation to that as well as improving community police relations.

So thank you very much for recognizing us here and giving us the time. Thank you. We have 150 members in the chapter so the likelihood is that one of our members is one of your constituents.

CHAIRWOMAN GONSALVES: I need to tell you something, a little history lesson. This body that you're speaking about before was created in 1995 as a result of a referendum. And 77 percent of the voting population in Nassau County voted for the

creation of the Nassau County Legislature.

So, again, education is always key. I believe in it because I was a teacher in the City of New York for 26 years and it's education that gets people off their butts to do what they to do.

So I congratulate you and thank you for your efforts and I wish I could join you down there but I got a little problem. So I'm doing the best I can.

LEGISLATOR ABRAHAMS: I apologize, it feels so awkward, Norma, with you there and all of us here. Would you like for us to come up there? The Presiding Officer had recently hurt her back and hasn't been able to participate in full motion but I will be remiss if we didn't offer her the opportunity for us to move up there to indulge her so she can join us in the picture. Is that okay, Norma?

CHAIRWOMAN GONSALVES: It's up to you. I'm all for this and that's a good thing. We are going to have to start sitting down guys and getting closer.

Full Legislature/8-1-16

Mr. Pulitzer, would you please call the roll? And then you're going to call each hearing. We will begin with hearing number 1.

Please call the roll.

CLERK PULITZER: Thank you, Presiding Officer. Deputy Presiding Officer Richard Nicolello?

VICE-CHAIRMAN NICOLELLO: Here.

CLERK PULITZER: Alternate Deputy Presiding Officer Howard Kopel?

LEGISLATOR KOPEL: Here.

CLERK PULITZER: Legislator Siela Bynoe?

LEGISLATOR BYNOE: Here.

CLERK PULITZER: Legislator Carrie Solages?

LEGISLATOR SOLAGES: Here.

CLERK PULITZER: Legislator Denise Ford?

LEGISLATOR FORD: Here.

CLERK PULITZER: Legislator Laura Curran?

LEGISLATOR CURRAN: Here.

Full Legislature/8-1-16

CLERK PULITZER: Legislator Vincent Muscarella?

LEGISLATOR MUSCARELLA: Here.

CLERK PULITZER: Legislator C. William Gaylor III?

LEGISLATOR GAYLOR: Present.

CLERK PULITZER: Legislator Ellen Birnbaum?

LEGISLATOR BIRNBAUM: Here.

CLERK PULITZER: Legislator Delia DeRiggi-Whitton?

LEGISLATOR DERIGGI-WHITTON: Here.

CLERK PULITZER: Legislator James Kennedy?

(No verbal response.)

CLERK PULITZER: Legislator Laura Schaefer?

LEGISLATOR SCHAEFER: Here.

CLERK PULITZER: Legislator Dennis Dunne?

LEGISLATOR DUNNE: Here.

CLERK PULITZER: Legislator Judith Jacobs?

Full Legislature/8-1-16

(No verbal response.)

CLERK PULITZER: Legislator Rosemarie Walker?

LEGISLATOR WALKER: Here.

CLERK PULITZER: Legislator Donald MacKenzie?

LEGISLATOR MACKENZIE: Here.

CLERK PULITZER: Legislator Steven Rhoads?

LEGISLATOR RHOADS: Present.

CLERK PULITZER: Minority Leader Kevan Abrahams?

LEGISLATOR ABRAHAMS: Here.

CLERK PULITZER: Presiding Officer Norma Gonsalves?

CHAIRWOMAN GONSALVES: Present.

CLERK PULITZER: We have a quorum.

CHAIRWOMAN GONSALVES: Thank you very much. And Legislator Kennedy is with us as well.

We will begin with the first hearing. The first item on the calendar, Mr. Pulitzer, please call the hearing.

Full Legislature/8-1-16

CLERK PULITZER: Item Number 1 on the calendar is a hearing on a proposed local law to add title 83 to the miscellaneous laws of Nassau County in relation to a sustainable energy loan program.

Motion to open the hearing, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR GAYLOR: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Gaylor. All those in favor of opening the hearing, signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

We have Ms. Goetz to speak to us about this item?

MS. GOETZ: Well, I'm introducing Dave Raganetti. But, for the record, Samantha Goetz, Deputy County Attorney, Interim Director of Legislative Affairs.

To speak on this item we have

David Raganetti from the County Attorney's Office.

MR. RAGANETTI: Good afternoon, Legislators. David Raganetti, Deputy County Attorney.

Clerk Item 266 proposes Pace Financing in Nassau County. Pace Financing is again property assessed clean energy financing legislator for Pace Financing has been implemented throughout the nation.

The two defining characteristics for such programs are loans for energy improvements for property owners and loan repayments paid with taxes to the local municipalities.

So this item will authorize a sustainable energy loan program in Nassau County pursuant to state piece of legislation which is enacted as Article 5L of the General Municipal Law and the program administrator Energy Improvement Corporation has somebody here today who spoke earlier, Jim Liao, representing EIC.

CHAIRWOMAN GONSALVES: Any

questions of David? David, who is going to explain the funding for this project, for this program?

MR. RAGANETTI: I can speak to any questions you have.

CHAIRWOMAN GONSALVES: Ask him a question.

LEGISLATOR KOPEL: Thank you Presiding Officer. So where is the funding for this program coming from?

MR. RAGANETTI: I will also ask Jim Liao to assist with some of the more intricate details, but I can speak to EIC provides the funding. EIC is a local development corporation.

LEGISLATOR KOPEL: We're just administering it?

MR. RAGANETTI: They administer and provide the funding as well. The county doesn't loan. The county basically authorizes and elects EIC to be the administrator of the program. EIC is the entity that puts together the financing at a presumably low affordable rate as an

alternative for property owners.

LEGISLATOR KOPEL: So any property owner, so, let's say, today some alternative energy projects are commercially financed with these leases and so forth, this would be an alternative to that?

MR. RAGANETTI: That's correct.

LEGISLATOR KOPEL: And you say presumably low interest, what kind of low interest are we talking about?

MR. RAGANETTI: Not familiar with the rate. I will just ask that Jim Liao from EIC just speak to the specific rates that EIC offers.

LEGISLATOR KOPEL: Well, I have a few more too.

MR. LIAO: Thank you very much. Just as a quick reference point, because interest rates do fluctuate from time to time, but recently, we finance between five and 20 years. A five year fixed interest rate is now about four percent and for a 20 year loan it's 5.25 percent. That's about the approximate range of where it is right

now.

LEGISLATOR KOPEL: So that's far better than the commercial rates that are out there.

MR. LIAO: Yes, it is. And we are, the LDC has its own bonding capacity, that's why our sources of money comes from. We have a loan agreement with Bank of America to buy our bonds from us for the financing we do.

LEGISLATOR KOPEL: How does the program work? What percentage of a project is financible? Is there any eligibility requirements?

MR. LIAO: The energy component of the project is 100 percent eligible. There are some underwriting criteria.

LEGISLATOR KOPEL: When you say energy component, you mean as opposed to installation?

MR. LIAO: Anything that's related to the installation, the actual technology itself, and the labor involved in putting together the energy piece or the

energy savings piece or the energy generation piece of the project.

LEGISLATOR KOPEL: 100 percent?

MR. LIAO: That could vary. That changes from project to project. But of that energy component, we can do 100 percent.

LEGISLATOR KOPEL: The energy component. You can do 100 percent of that?

MR. LIAO: Yes.

LEGISLATOR KOPEL: And specific installers or anybody?

MR. LIAO: We throughout the past few years have collated a group of people that we've worked with in the community. We give them contractor training. That's one of the advantages that we offer. It's not just that we put the loan package out there for people. We try to help the community developers, training them, and teaching them about what to do, how to apply for it, and how to get approval and what the energy standards are that are mandated by the NYSERDA and local utility.

Full Legislature/8-1-16

LEGISLATOR KOPEL: Which homeowners are there eligibility requirements for?

MR. LIAO: Well, right now we don't offer this to individual homeowners because there is a national FHA issue. So we are right now limited to commercially owned properties and non-profit organizations.

LEGISLATOR KOPEL: FHA would only involve properties that currently have mortgages?

MR. LIAO: Right. The FHFA has one of our provisions as with other states that have undertaken Pace financing as well, is to acquire lender consent, existing lender consent, and the FHFA has not, has opposed that.

LEGISLATOR KOPEL: What, properties that are debt free? Homeowners, well, let's say seniors might have paid off the mortgage.

MR. LIAO: Right.

LEGISLATOR KOPEL: It's not for

Full Legislature/8-1-16

homeowners? It's strictly for commercial at this point?

MR. LIAO: Yes. It's under discussion with them right now to hopefully within the year allow for residential properties to be financed.

LEGISLATOR KOPEL: Thank you.

CHAIRWOMAN GONSALVES: Any other questions or comments from the legislators?

(No verbal response.)

There being none, I have several people from the community who would like to speak and I begin with Ronnie Mandler.

MR. MANDLER: Ronnie Mandler, I am CEO of Best Energy Power. We are considered one of the largest solar installers in what is called downstate, Westchester, New York City, Long Island. Based on experience, we went through that with each customer in Westchester County.

I can tell you that this is the best financing offer of what was proposed to help business to install solar. Compared to residential, you can have maybe ten

residential homes but one commercial solar installation actually makes up for those 10 small residentials.

It's the easiest way in terms of collateral because it doesn't interfere with the business owner day to day cash flow. It's really a no-brainer how to get it. The collateral is only basically the value of the building.

In the 13 years that I'm in this business I have never seen anything similar to this that helps the commercial entity and also not for profit organization to get financing for solar without interfering with the day-to-day business.

Suffolk has approved it, Westchester it's going on for a while. Assuming New York City in the next few months is going to adopt it, I would really ask you to adopt that legislation because I think it can really help the local business owners. That you for your attention.

CHAIRWOMAN GONSALVES: Thank you, Mr. Mandler. JP Clejan.

MR. CLEJAN: Yes. J.P. Clejan, Greenlogic. I'm here to urge you to pass the Pace legislation. Renewable energy and energy efficiency is good for Long Island business. It's also good for our environment.

So, by allowing Pace Financing in Nassau County, more businesses will reduce their energy consumption or make their own energy, reducing the carbon footprint and the air pollution created at the power plants, and making their businesses more competitive going forward, and making their properties more valuable. I urge you to vote in favor of the legislation. Thank you.

CHAIRWOMAN GONSALVES: Next is Sara Oral.

MS. ORAL: Good afternoon. I'm before you today as a Nassau County resident and as a local engineering consultant in favor of Pace Financing.

As a Long Island coordinator for the climate smart communities and clean

energy communities programs, administered by NYSERDA and the DEC, my firm provides free support and technical assistance to municipalities across Long Island to help reduce energy consumption and reinvest these savings to help make communities more resilient.

The program goals are to help reduce energy consumption at the municipal and community level. One of the things we strive to do is to have the municipality lead by example. Some actions that have been implemented on Long Island include the integration of building management systems that offer property owners the ability to analyze and control their energy consumption of their building stock. The installation of energy efficient boilers, windows and air conditioning systems, as well as renewable installation such as solar panels, solar hot water, geothermal energy and wind powered generation.

These measures have the potential to save property owners in Nassau County

millions of dollars each year in energy costs. Energy efficient buildings and those with renewable energy installations attract desirable tenants, double pay premium rents and at the same time, property owners can save money and reinvest it into their businesses and the local economy.

Furthermore, energy efficiency upgrades often require skilled green collared workers which help strive workforce development.

Often, the only barrier in installing these technologies is funding. The property assessed clean energy financing program would provide low interest loans to property owners throughout Nassau County and the two cities, three towns and numerous villages located within its borders, thus addressing this hurdle.

The process is fairly simple. The property owner opts to pay for energy improvements by authorizing Nassau County to add a special assessment on the property tax bill for that purpose and depending on the

types of improvements installed, the annual utility savings may even cover this tax assessment.

I encourage the county to join the energy improvement corporation and make Pace Financing available to property owners throughout Nassau County and help keep Nassau County ahead of the curve when it comes to fostering energy efficiency initiatives. Thank you.

CHAIRWOMAN GONSALVES: Thank you. Timothy Norton.

MR. NORTON: My name is Timothy Norton. Thank you for the opportunity to speak on Pace Funding.

I work with National Energy Connection which is a renewable energy company over here in Plainview, New York. Our parent company, we started off in Hawaii and very strong there where renewable energy, specifically solar, is a key form of their energy usage on the islands throughout Hawaii.

I live here and work here on Long

Island and we are very committed to this area. I found out that Pace Funding, this Pace program is very active throughout the country.

I recently went to Denver Colorado for what is called a Pace Nation Conference. It was interesting to see how this has been administered throughout the country, specifically in California.

I know that you also asked about the residential portion. I think that will be coming here eventually. In California they have done over $2 billion worth of rooftop solar for homeowners in California.

But, specifically, to the commercial element of that in which people have spoken about, it will help boost this industry, get more renewable energy funding out there that is completely needed.

It's the biggest hurdle that a property owner or, keep in mind, it doesn't have to be just a business owner. I've spoken to many nonprofits, whether it be nursing centers, churches, that would really

like to be able to do renewable energy project upgrades, and this will give them the -- this is the catalyst, this is what will make this happen for all of them.

So, what I like about it too is it's community based. It works for everybody, whether you're a small church, a big hospital, or the body shop down the street. Everybody can benefit from this type of funding.

So I really really urge the legislative body to move forward with this type of funding. I find that our company, National Energy Connection as well as all the other companies here strongly endorse it. I thank you for the opportunity to speak.

CHAIRWOMAN GONSALVES: Neal Lewis.

MR. LEWIS: Thank you, Presiding Officer and members of the Legislature.

It is really a great moment to be here. It's fun sometimes in this work to have stuck around long enough to see

something that was proposed earlier to finally find a way to get enacted.

This item goes back about a decade or so. Fortunately, some action at the state level has made it much less complicated than it would have been, if you recall, Ed Mangano actually worked on a bill for this back when he was in the Legislature, so how long ago was that?

So, there's been efforts to do this, the Town of Babylon played a key role in proposing it for homeowners and we've gone through this long process. But the state finally provided the funding for this organization that is now working with the county and I really commend the county for bringing this forward.

So, we're basically on two tracks that are coming together in the sense that Suffolk County is basically acting in pretty much the same timeline. They enacted theirs but they're still sort of working out some of the details.

So, some of you know that I run a

project at the Sustainability Institute of Long at Molloy College that we call the Long Island Clean Energy Leadership Task Force.

We have a meeting planned for September 16th and this will be one of the main topics at that meeting. So I will make a point of sending an invite for all of you for that meeting. It's a Friday at 11 o'clock and if any of you are interested in this and want to learn more, or send some of your staff to it, and things like that, I would like to encourage you to do that.

I think most people have made a number of the good points. I will just add that the premise I think is really solid which is, if you run a local business, and someone says to you, hey, you could save a lot of money on your energy bills if you invest in energy efficiency or you put solar on the roof. And that business person says, well, that's great, but there is an out of pocket expense, and that out of pocket expense might hinder my business plan, which shows me getting loans and making

investments and expanding in the future. This financing is over my pay grade so I'm not going to try to explain it too well, but my understanding is, that the way that this is done is essentially this is something that is not on their books as a financing expense, but as a tax expense.

What makes good logical sense about that is that it's kind of like a public improvement that's done near a home or near a building and is sometimes included in the taxes of that building.

Well, same here. If the business owner says, I might want to sell my business in a few years, well, the pay back stays with the building because the benefit stays with the building. You made the building more energy efficient, you reduced its need for electricity because it has solar on the roof. That building has now been invested in, but there is an expense to pay off that investment. And, while that's being paid off, it stays with the building.

So that gives great freedom to

the business owner, and this bill is specifically for commercial, but also not for profit, but that's part of the commercial world. So it gives those people running business a lot more flexibility to take advantage of this program and I think it's going to be great that it's going to be local jobs.

CLERK PULITZER: Sir, your three minutes are up.

MR. LEWIS: Like I said, you've heard the main points so I don't need to repeat them. I'm very excited to see we are going to get this done today hopefully.

CHAIRWOMAN GONSALVES: Thank you, Neal. Thank you so much. There being no other comments from the legislature or the public -- Legislator Schaefer.

LEGISLATOR SCHAEFER: I will be quick. I just wanted to thank everybody who came here today. Last week we had a pretty extensive hearing. I'm chair of the Planning, Development and Environment Committee. We had a pretty extensive

hearing. All the legislators were very active and involved in asking questions and it's certainly good to now have a week later a lot of support shown from different people affected by this program because it's very important to us, certainly I hope for all the legislators here that we bring more energy efficient initiatives to the county and things that will help our residents to move in that direction. So thank you very much.

CHAIRWOMAN GONSALVES: Okay. So there being no other comments from the legislators or the public?

(No verbal response.)

Motion to close the hearing.

LEGISLATOR WALKER: So moved.

LEGISLATOR SCHAEFER: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Walker, seconded by Legislator Schaefer. All those in favor of closing the hearing signify by saying aye.

(Aye.)

Any opposed?

Full Legislature/8-1-16

(No verbal response.)

The hearing is now closed. We are going to move to the second hearing. Mr. Pulitzer, please call the item. And thank you for all who attended this hearing today and voiced their approval of the project, okay? The second hearing, please.

CLERK PULITZER: Yes. Item Number 2 on the calendar is a hearing on a proposed local law to amend a local law to provide relief from fees charged by the various departments of county government to the victims of Hurricane Super Storm Sandy.

A motion to open the hearing, please.

LEGISLATOR RHOADS: So moved.

LEGISLATOR FORD: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Rhoads, seconded by Legislator Ford. All those in favor of opening the hearing signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Full Legislature/8-1-16

Samantha, we have?

MS. GOETZ: Incoming director of legislative affairs, Francis Becker.

MR. BECKER: Thank you. It's great to be back. I want to thank the County Executive for this wonderful opportunity to have a new role in government, a little different than the one I had before. I look forward to working with my Republican colleagues and the Presiding Officer Norma Gonsalves. Many of you are some of the finest people I know.

As far as the Democratic side is concerned, I have developed many many friendships with all of you and some great working relationships. Hopefully together we can do some great things for Nassau County. I'm really excited to be here today and to be working with you again.

What is before you is something we passed a while back. You all recall October 29, 2012 when Sandy struck Long Island and impacted our residents, mostly from the South Shore, but actually

throughout Long Island in different ways, and the County Executive, on a Bipartisan basis, this party voted to -- for fee relief, that is to not charge for any of the fees that people may need to go to county departments to reconstruct their homes.

This was passed way back when unanimously but somehow in 2013 it expired and I can commend Legislator Curran for picking this up and realizing this and approaching the Republican majority and in a bipartisan fashion have come together and wanted to reinstitute these fee reductions, or elimination.

I was at the press conference earlier, Presiding Officer, you couldn't make it, but it was chaired by Legislator Rhoads and Legislator Curran was there and spoke and Legislator Ford spoke there as well as other legislators, Legislator DeRiggi-Whitton was there and maybe some others. My three minutes are up? You thought you got rid of me that easy?

But, in any case, this

Full Legislature/8-1-16

Legislation is before you again and a few others may want to speak about it as they did earlier for the record.

CHAIRWOMAN GONSALVES: Any questions or comments for Mr. Becker from the legislators? I don't have any. Legislator Kennedy and Legislator Rhoads has something to say. Yes, go ahead.

LEGISLATOR KENNEDY: Thank you, Presiding Officer. As a legislator in the Massapequa area along the South Shore, we were hit terribly hard by Super Storm Sandy.

I think back on that time when I can still remember my son was seven months old sitting in his exer-saucer in three layers of clothes. It's one of the only fond memories I have of that time period.

I know every one has something they can think back on then, they were impacted in some way.

But, along the south shore in Long Island in Nassau County, all the way, there was devastation. This is the least that we can do. I just want to thank

Legislator Curran and Legislator Rhoads and everyone for coming together because this is absolutely a worthy thing to do, the least we can do and I think people will be very happy, and hopefully it will help many many people along the South Shore. Thank you.

CHAIRWOMAN GONSALVES: And Legislator Rhoads I know has something to say also.

LEGISLATOR RHOADS: Thank you, Madam Presiding Officer. I think for those of us that experienced Hurricane Sandy living on the south shore, and I'm sure the South Shore legislators can attest to this fact, we've all been impacted. If you weren't impacted personally, we all have friends and family that were impacted by Hurricane Sandy.

I wasn't sitting on the Legislature at the time that the initial fee waiver was passed. But I can't imagine that the legislature would have anticipated that families would still three and a half years later be rebuilding their lives.

It's a testament perhaps to the inefficiency of government and the administration of New York Rising and FEMA and the number of problems families are struggling with.

But it's difficult from the standpoint as a legislator, at the county level, to try to figure out what to do to assist. This seems to be a way to at least offer some relief. We can't fix the problems with FEMA, we can't fix the problems with New York Rising, which are federal and state programs, but at least we can come together to try to do something to help. Extending the waiver of sewer disconnection and reconnection permit fees, pre-demolition building inspections, to the Department of Health, block indexing and redexing of instruments that are presented to the county clerk, those fees probably total somewhere in the area of 1,700 to $1,750 that we can save the average family that's still attempting to raise a home or attempting to make repairs.

So I'm excited to be a sponsor of this legislation along with my colleague on the other side of the aisle, Legislator Curran, I want to thank her for obviously bringing this to our attention, and I have appreciated working together to try to do something to the benefit of the residents that are still struggling, so I appreciate that.

CHAIRWOMAN GONSALVES: Legislator Curran.

LEGISLATOR CURRAN: Thank you very much, and thank you for the kind words. I appreciate that we were able to take the ball and run with it together.

You know, a lot of people, a lot of constituents call us and it is frustrating because a lot of these problems are federal government and state government, through FEMA and New York rising.

So at least we can do something to help and make it a little easier now they have gone through all of the bureaucratic red tape and the revolving door of case

workers that they have been given. Now that they are finally in a position to raise their homes or do what they have to do, we can make it at least a little bit easier for them. So I'm very appreciative that we can get this done today.

CHAIRWOMAN GONSALVES: Legislator Dunne.

LEGISLATOR DUNNE: Just real quick, I remember the devastation way back when and at that time represented Wantagh and Seaford. It was awful. I want to commend the Town of Hempstead Sanitation where 24 hours a day the cleanup was incredible how quickly the different governmental bodies got together and did something right.

Legislator Curran and Rhoads, ten days ago we found out about it, and here it is today before us, I want to thank the County Executive for acting so quickly, Legislator Curran for bringing it to our attention and Rhoads for picking up the ball and running with it. This is something I

think everyone is going to vote for.

Thank you, Fran. As always, you did a great job.

MR. BECKER: And also, I would like to compliment Samantha, I met her for the first day today, and I think she has done very well for everybody here, and I look forward to -- and she's training me which is kind of fun. Anyway, thank you.

CHAIRWOMAN GONSALVES: Any other comments from the legislators?

(No verbal response.)

Is there any public comment on this item?

(No verbal response.)

Motion to close the hearing, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR FORD: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Ford. All those in favor of closing the hearing signify by saying aye.

(Aye.)

Full Legislature/8-1-16

Any opposed?

(No verbal response.)

The hearing is now closed.

Now we're going to go to the items on the calendar which is Items 3 and 4. The first one pertains to the first hearing that we had which was sustainable energy loan program, a local law to add Title 83 to the miscellaneous laws of Nassau County in relation to a sustainable energy loan program.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR RHOADS: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Rhoads. Any additional comments other than those that were expressed during the hearing?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of Item 3 signify by saying aye.

Full Legislature/8-1-16

(Aye.)

Any opposed?

(No verbal response.)

The item passes unanimously.

Item 4, a local law to amend a local law to provide relief from fees charged by the various departments of county government to the victims of Hurricane Super Storm Sandy.

Motion, please.

LEGISLATOR FORD: So moved.

LEGISLATOR RHOADS: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Ford, seconded by Legislator Rhoads. Any questions or comments other than those expressed during the hearing?

(No verbal response.)

There being none, all those in favor of Item 4 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item passes unanimously.

Thank you very much, and I'm sure that there

are some happy people leaving the chambers today. Thank you, Mr. Becker, I'm sure we will here from you again today.

Now, we are going to move very quickly to another item. I'm going to move to the consent calendar first, and the consent calendar is the calendar where the majority and the minority voted in unison to approve the items that are before you and of course you have to remember that these items went through a committee, and were voted unanimously in the committees.

Here they are. It's going to take a few items but not as many as we usually do, but that's okay.

We have Item 12, it has to do with the regulation for the control of the fire hazards and the enforcement of such regulations;

Item 13, an ordinance supplemental to the annual appropriation ordinance in connection with the medical examiner; Item 15, a resolution authorizing the County Attorney to compromise and settle

claims of plaintiff civil service employees association local 830 AFLCIO, AFSCME as set forth in the action entitled Civil Service Employees Association Local 830 AFLCIO, AFSCME versus the County of Nassau consolidated assessment grievances, cases number 89-11 and 90-11, and 119-11, 120-11, and 129-11, pursuant to the County Attorney, the County Law, the County Government Law of Nassau County, and the Nassau County administrative code.

In the interest of saving some time, the next consent item is Item 16, Resolution 119; Item 18, Resolution 121; Item 19, Resolution 122; Item 20, Resolution 123l; Item 21, Resolution 124; Item 22, Resolution 125; Item 23, Resolution 126; Item 24, Resolution 127; Item 25, Resolution 128; Item 26, Resolution 129; Item 27, Resolution 130; Item 28, Resolution 131, Item 29, Resolution 132; Item 30, Resolution 133; Item 32, Resolution 135; Item 34, Resolution 137; Item 35, Resolution 138; Item 36, Resolution 139.

Full Legislature/8-1-16

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR WALKER: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Walker. All those in favor signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Those items pass unanimously.

Remember what I said, that these are consent items and they were voted through the committees and the testimony from the committees is incorporated into this transcript.

(Whereupon, please refer to the minutes of the Committee meetings dated July 25, 2016 pertaining to above referenced consent items.)

CHAIRWOMAN GONSALVES: Okay, I'm going to call Item 14 which was part of the consent calendar, but Legislator MacKenzie needs to recuse himself and that's the

reason why I didn't call it. So now I'm calling it, Item 14, Resolution 117.

A motion, please.

LEGISLATOR WALKER: So moved.

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Walker, seconded by Legislator Dunne. All those in favor of Item 14, Resolution 117 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item passes 17 to one recusal because we're 18 today -- no. So it's 17 in favor and one recusal.

Let's move on. I'm going to call an item out of order primarily because of the nature of the item and I'm not looking to do it as something that I think it should be called out of order primarily because we have a number of people who are here. It has to do with the Glen Cove project. And I think that there are people here.

So I'm calling Item 17,

Full Legislature/8-1-16

Resolution 120, a resolution pursuant to the New York General Municipal Law and A58 with respect to the Garvies Point project in Glen Cove, New York.

Motion, please.

LEGISLATOR GAYLOR: So moved.

LEGISLATOR SCHAEFER: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Gaylor, seconded by Legislator Schaefer. Samantha, what are you going to tell us.

MS. GOETZ: No. We just have a few people here to speak on this item.

CHAIRWOMAN GONSALVES: I have a number of people here.

MS. GOETZ: We have the mayor of Glen Cove, Reginold Spinello, we have Scott Rechler of RXR, Shan Markowitz of Citibank, and Ron Camilliri of SBS Consultants.

CHAIRWOMAN GONSALVES: How are we going to do this? The mayor, Reggie Spinello, I will call him in reference to this item. Tell us what's on your mind.

MAYOR SPINELLO: Good afternoon,

Presiding Officer Gonsalves, Minority Leader Abrahams, and members of the Legislature.

Thank you for taking the time to review and discuss this exciting transformative project.

My name is Reggie Spinello and I'm the mayor of Glen Cove. Through a very successful public private partnership, and the support of county, state, and federal agencies who have contributed $120 million into the remediation of the super fund site, after 20 years, we are ready to break ground on a $1 billion development that will put 56 acres of desirable waterfront property back on the tax roll.

This project will make Glen Cove a destination for commerce, recreation, entertainment and waterfront living, and infuse the local economy with new jobs, tax and other new revenues, and residents from young professionals and empty nesters, to families who appreciate the benefits of an affordable suburban city with beautiful land and sandy beaches.

Our commitment to growth is not at the sacrifice of our residents, rather it is 100 percent for their benefit as this project will allow us to stabilize taxes and eliminate the negative fund balances that I inherited.

I see this project as the beginning of a transformation for Glen Cove from a bedroom community to a destination of choice.

Although today's vote is a deviation vote, it's really about $622 million in new revenue to support our schools, county, the city of Glen Cove and its library.

For the county alone, there is $96 million in new monies. We have a financial tool that creates a positive cash flow from day one of the project to all jurisdictions.

As I mentioned last week, the project is expected to create 466 jobs during construction and 545 new jobs as a result of on-site employment and spending by

the new residents. That's $48 million in salary and a 50 million infusion into the local economy.

Now, some people have referenced our land development agreement with all of its changes regarding the responsibility for the payment of certain expenses that reflected the market changes over the years, and ultimately it was determined that the cost for preparing the infrastructure and public improvements would be shared.

People tend to misrepresent this information by simply mentioning a part of the paragraph and not the entire document which spells out that the city has a responsibility to provide certain infrastructure, public improvements and financial assistance. All of you were provided with an expanded explanation on July 28th.

Three past administrations planned and approved this project. But my administration had to figure out how to pay for it. I am pleased that we found a smart

financial solution. It should also be noted that mortgage recording, sales tax abatements and pilots were always part of the equation.

In addition to paying $85 million for their share of the infrastructure, RXR and the future property owners only will be supplying the payments for the bond.

These bond proceeds will be used only for public amenities and this is a nonrecourse to the city, the county, the school, or the library.

We are fortunate to have a redeveloper who has stayed with this project for over the years, has invested over $40 million of his own money, and still owns nothing.

Thank you again and I would like to, ma'am, if you're okay with it, I would like to bring up Scott Rechler now from RXR.

CHAIRWOMAN GONSALVES: I was going to call on Mr. Rechler who I happen to know for a number of years, but I don't need to recuse myself.

Full Legislature/8-1-16

MR. RECHLER: Thank you, Mayor, thank you Presiding Officer Gonsalves. Thank you for having me up here.

I've had the opportunity to work with many of you over the last number of decades trying to think about the future of Long Island. How do we keep our young children here, how do we create high paying jobs? How do we bring new companies here so that we think about Long Island not as a great suburb of the 20th Century, but the great suburb of the 21st Century.

As you know, we are involved in projects in revitalizing downtown Hempstead, a large project in North Hills and other similar regional developments, downtown redevelopments in areas like New Rochelle, and Yonkers. We pride ourselves on really being committed to the community.

We live and breathe these communities. We're not just here to just build, sell, and leave, we are here to be here generationally.

As a matter of fact, for Glen

Cove, my mother was born in Glen Cove, she attended Glen Cove schools, my grandparents lived in Glen Cove their entire life, I spent all my summers and holidays in Glen Cove. I considered Glen Cove to be my downtown. My kids played Glen Cove football. We go to all the Glen Cove movie theatres and stores. So Glen Cove to me is part of my community even though I live in the adjacent town of Glen Head.

So this project is not only important from the regional perspective but is really personal for me to do it and do it right, which is one of the reasons we've dedicated the last decade to working on trying to revitalize downtown.

When you think about revitalizing different areas, there is probably no better piece of property or location that can serve as an example for revitalization.

Downtown Glen Cove on the waterfront, you have a blighted super fund site that's been that way for decades. Lots of idea for what to do, lots of way of

people working hard to try and clean up this challenged environmental site, from the EPA to DEC, the city, the state, the federal government. It's been incredibly challenging and we're finally done with that process.

It's a site that today provides zero tax revenue for any municipality at all. Zero. That, when we go through the process, is going to be able to create over $600 million of tax revenue for the local municipality, the city, the school and the county, on top of sales tax and other things that will come and revitalize the downtown.

Change is inevitable. Everybody talks about being afraid of change. There's good change and bad change, and sometimes standing still creates bad change.

When my mom graduated high school in 1962, the schools were at a certain level, today the schools have changed not so much for the good.

When I used to go downtown and saw a thriving community and storefronts

full of customers when I was a young kid, it changed. Now the stores are empty.

I took my son to see the Bourne Identity, the number one film in the country this weekend at the Glen Cove Movie Theatre, any other movie theatre there's a line out the door to get in, this theater was more than half empty. It speaks to the fact that Glen Cove last gone through a downward, self reinforcing, negative cycle. It needs a spark, an economic spark. This project can be that economic spark.

The second thing, it's a model public private partnership. We have worked almost a full decade now with four different administrations. Three Democrats and a Republican administration. We've worked on an LDA, and agreement with them, we now have nine amendments to this agreement.

With each administration, there is more feedback from the community, more tours, more discussion and more compromises. It's been an incredibly collaborative process where the project has gone through a

significant evolution both in terms of what it looks like, the amount of open space it's going to have, and ultimately what the economics would be required from us and the county.

It's a true partnership in the sense that so far we have invested over $40 million into this project, and are committing almost $100 million into the infrastructure.

It's a true partnership that we came up with a financing plan to fund public amenities for roads, parks, marina, esplanade, utilities, that normally is provided to the developer when the come on the site, public amenities through future revenue sources from the project.

There is no debt going on Glen Cove's books, no debt going on the county's books. The full force of these bonds are being supported by the belief that we will be successful on developing this entire project, create tax revenue, which will ultimately be able to support the bonds that

are funding public cost, public amenities that we normally wouldn't have when you are actually developing buildings as you go forward.

As we've looked at this project without this additional funding for this infrastructure, we can't go forward. So we are at a crossroads. The good news is, we have done all the work. We have the EPA, the DEC, we have construction financing, we have Citi Group ready to float these bonds. We have ten years of hundreds of meetings and public input baked into our plans, and we're ready to move forward with the votes of yourselves today and a couple of other municipalities, we will then be able to float these bonds, fund the infrastructure and, in 18 to 24 months, the Glen Cove Waterfront will be open to the public again.

It's 28 acres of parks, marina, esplanade, in 18 to 24 months. Then we will start building buildings which will generate tax revenue for the schools, people will be working downtown, 500 jobs at the

construction site a year.

It's going to be something that will revitalize downtown Glen Cove and, frankly, I think serve as a model for what the future of Nassau County and Long Island can be for the 21st Century. So I ask that you provide your support for this today, and if you have any questions obviously I'm here to answer them. Thank you.

CHAIRWOMAN GONSALVES: Thank you, Mr. Rechler. Samantha, I believe you mentioned Citicorp as a speaker. You had a list for me.

MS. GOETZ: This is the list given to me from Mayor Spinello. So they will be available to answer any questions that may come up from the legislature.

CHAIRWOMAN GONSALVES: Who are they?

MS. GOETZ: Scott Rechler, Shan Markowitz, and Ron Camilliri, and also Milan Tyler.

CHAIRWOMAN GONSALVES: The Honorable Diane Yatauro, the former

Presiding Officer of the Nassau County Legislature. Okay, Diane. I'm going to ask you one question before you begin, how is your daughter?

HONORABLE YATAURO: My daughter has just graduated and was just accepted into Actors Equity. So she will be out auditioning, auditioning, auditioning.

CHAIRWOMAN GONSALVES: I remember when, Diane. Go ahead.

HONORABLE YATAURO: Thank you so much. As Norma has identified, I was the former Presiding Officer Minority Leader, and obviously a legislator in the then 18th District, and now the district that Delia is representing.

I'm here to talk about Garvies because I'm a resident of Glen Cove for 30 plus years. I've watched the development, the lack of, the intentions coming and going. I think this project is something that we all should be paying close attention to.

I also spent the last several

days looking at some of the comments, some of the misinformation. One is the DEC and the EPA, the fact that it's not safe.

This was an industrial site. I should say for those of who have not been there, there's no one living there. It was industrial. It is not near a neighbor. It is completely alone and empty.

Are there views that are consideration and I'm sure you will hear that all from Sea Cliff.

The point is, it's not in front of anyone's property. It's in Glen Cove in an area when I moved in as a kid from Westchester that married a Long Island boy and he toured the area with me. I saw skull and cross bones in that area, it was completely taped, no one could be there.

The former mayor at the time was able to obtain money from Al Gore so that there could be remediation of the area.

It's been continuing through the last 20 years. I'm here before you and I didn't think I would be back to the Peter J.

Schmitt Legislative Chamber because I'm concerned that there is not the right information about our developer and the right information about this project.

Eric Alexander is on board with Vision Long Island, I respect his thinking. Our developer is somebody who has been involved with the Children's Museum.

If you know Museum Row, and when I sat on the other side of lectern, I wanted a Godfather and Godmother for the Cradle and every other museum. There is one Godparent and that's the Children's Museum, and that's Scott and Debra Rechler, and we don't think about that museum because they take care of it.

He has developed areas, the Royal Carltun, if you take the Long Island Expressway, and I do going into the city with my daughter, you'll see the Royal Carltun is an amazing upscale development that that has changed the face of North Hills.

But about three weeks ago I was

in World Trade Center, and I was surprised myself because we were going to the observation tower and before you go in you get a detailed overview of how it was built and one of the people that were involved with building that building that we find so important was Scott Rechler. I stood there for a moment and I watched him as he spoke on tape.

I can't understand how we're not coming to some reasoning with this. This man who doesn't look like he's aged a bit, and it's quite annoying to me personally, because since I have seen you, I have gotten grayer, plumper and a lot wiser. But I can tell that you that this is a good project. Is it perfect, nothing is.

But I can also say to you that I have been on that side and I fought this type of negativity and I fought this kind of misunderstanding. We did it with the Avalon which was supposed to be the quantification of Glen Cove. There's been no impact to our city. There's been no change other than

more people in our area.

I've done it when I did Bayville Road and there was a woman that came and she said she would shut down that project and save the county millions of dollars, and she ran against me too, and, guess what, Bayville doesn't flood any more.

I fought this same fight when I went into the birches to make sure sewage was done, and we fought over it, and I helped with the sewers and it was one of the things I did before I left to get sewers into Sea Cliff, which I hope you guys will get off the dime and help that happen, they need it.

The point is, when there is change, there's always going to be two sides. And, as someone who is in the county, your job is to make sure that all the municipalities come together and work together. No more pitch forks and torches. Conversation. Intelligent conversation. This is a good project. Please don't throw the baby out with the bath water.

Full Legislature/8-1-16

CHAIRWOMAN GONSALVES: Yes, legislator.

LEGISLATOR DERIGGI-WHITTON: Hi Diane. I just wanted to get on the record, are you in favor of this type of funding?

HONORABLE YATAURO: This type of funding is what you have done and passed regularly, absolutely.

LEGISLATOR DERIGGI-WHITTON: For the IDA for Glen Cove to be taking out the loan?

HONORABLE YATAURO: They're not taking out the loan, Delia. You can categorize it. You know what's curious to me? This type of bonding and this type of borrowing normally gets done in bulk. The fact that it's not done in bulk --

LEGISLATOR DERIGGI-WHITTON: But we're not borrowing.

HONORABLE YATAURO: You're not borrowing, you're right.

LEGISLATOR DERIGGI-WHITTON: We're not talking about Sea Cliff. We're talking about Rechler's project.

Full Legislature/8-1-16

HONORABLE YATAURO: I am talking about Rechler's project.

LEGISLATOR DERIGGI-WHITTON: For the Glen Cove IDA?

HONORABLE YATAURO: Yes.

LEGISLATOR DERIGGI-WHITTON: Are you okay with them taking out --

HONORABLE YATAURO: What is your question about the IDA?

LEGISLATOR DERIGGI-WHITTON: -- the $97 million --

HONORABLE YATAURO: What will happen with the $97 million, Delia, what happens to it?

LEGISLATOR DERIGGI-WHITTON: The money that was supposed to be coming in our taxes for Glen Cove, which is really what we need, Diane, and the schools need it too.

HONORABLE YATAURO: When I came to Glen Cove, one of the things I looked at was the schools, and their facilities are in such disrepair --

LEGISLATOR DERIGGI-WHITTON: I agree, and we can't a million --

Full Legislature/8-1-16

HONORABLE YATAURO: So where will you be getting the rest of the money that will be going to the schools if we don't make progress now?

LEGISLATOR DERIGGI-WHITTON: First of all, I don't think that, this shouldn't happen. I don't think that the city and schools should have to pay, with all due respect, Mr. Rechler, and I keep hearing a $17 billion company, something that he did sign to pay for.

And the $600 million, Diane, if you looked at that those numbers, that's really a projected revenue. You can be for the project. My father is the one that started this cleanup. This is one of the number one super funds in the nation out of 20.

I was there. I remember when Lee Tuckston [sic] was roped off, my ex-husband was sitting there guarding the bins. So I have lived this project personally and I'm not even saying anything about the project.

I'm concerned about the finance.

And you can say, oh, nothing will happen if we don't do this, but I don't believe that.

HONORABLE YATAURO: You don't think it will be paid back?

LEGISLATOR DERIGGI-WHITTON: It's 30 years.

CHAIRWOMAN GONSALVES: Let me interrupt, Legislator DeRiggi-Whitton, but I would like the mayor to address that question.

LEGISLATOR DERIGGI-WHITTON: You know what, I just wanted to get Diane -- I respect Diane tremendously, you know I consider her a friend --

CHAIRWOMAN GONSALVES: Well, he's the one that should be talking about finances.

LEGISLATOR DERIGGI-WHITTON: Are you in favor of the IDA taking out this loan?

HONORABLE YATAURO: I'm in favor because I know that it will be paid back. I know that the loan will be paid.

LEGISLATOR DERIGGI-WHITTON:

Through the taxes that the city was supposed to be getting?

HONORABLE YATAURO: But the money will triple and ten times what the city will be getting. When you buy your house, you have a mortgage, so don't mortgage our future in Glen Cove.

LEGISLATOR DERIGGI-WHITTON: But that's not what this is, this is money that was supposed to be coming to the city. It's money that was supposed to be coming in our tax revenue and now it's going to be paying off this loan instead of coming to the city. That's the only money we could put in our budget.

You could project sales tax although we waived a lot of it also, but the thing is, you can't put projected sales tax really into a city budget. I want to protect -- Diane, again, I am for progress, I am for development, I am, but we have to also be smart about it and we have to be smart about our finances. We've given so many incentives, from lowering the sales

price to now the city is taking out this loan.

MAYOR SPINELLO: The city is not taking out a loan.

LEGISLATOR DERIGGI-WHITTON: The IDA is taking out the loan.

MAYOR SPINELLO: No, the IDA is not taking out a loan. It's a bond offering.

LEGISLATOR DERIGGI-WHITTON: Okay. The IDA is taking out a bond. It's the same thing.

MAYOR SPINELLO: It's not the same thing.

LEGISLATOR DERIGGI-WHITTON: It's money owed.

MAYOR SPINELLO: If the city is taking it out or the IDA is taking it out, then they're responsible to pay it. But they're not.

It's a bond offering, and the risk goes to the person that buys the bonds. That's how it works. It's a nonrecourse vehicle. You keep saying that and that's

not correct.

LEGISLATOR DERIGGI-WHITTON: What's true is that there is a payment that has to be made for the bond and that is coming from the money that was going to -- it's coming in the form of a pilot. Which is why we're here today, Diane.

I just want you to know, because you and I have a longer relationship than I do with the Mayor and I hope that you understand. I'm not just jumping on the gun on this. I really researched it.

I really think that we can do better from the financial end. That's all that it is. I'm not trying to stop anything but I think we can negotiate a better deal.

MR. RECHLER: Can I just inject one quick comment for clarification. I appreciate your feedback and I know you've researched it. I tried for the last two weeks to ask you to come for a meeting with me and my colleagues so we could walk you through this because I think if you did you would understand that there is zero

liability to the city.

LEGISLATOR DERIGGI-WHITTON: I get the liability.

MR. RECHLER: If the bonds default, there's no obligation, the IDA has no obligation.

LEGISLATOR DERIGGI-WHITTON: I totally get that.

MR. RECHLER: B, there will be no bonds and there will be no revenue or taxes to the city if the project doesn't go forward.

LEGISLATOR DERIGGI-WHITTON: I get that as well.

MR. RECHLER: And the project is not going to go forward unless we have some form of incentive to build the infrastructure that is the public infrastructure the responsibility. Typically, the developers don't build public parks, roads, municipalities, utilities, you have pads that you build on.

LEGISLATOR DERIGGI-WHITTON: Why did you sign that you would in the contract?

Full Legislature/8-1-16

MR. RECHLER: I didn't.

LEGISLATOR DERIGGI-WHITTON: Why did your predecessor?

MR. RECHLER: In my amendment, number 8 and 9 --

LEGISLATOR DERIGGI-WHITTON: Yeah, but that's changing the contract. Prior to that, as we all know, it's stated very clearly and every one has copies of that.

MR. RECHLER: If you would like to go prior to that, where we had two 16 story towers when I first got involved in this project, that we've now brought down to 11 stories and four stories and less and 28 acres of open space when we had no open space. So it's a negotiation. Four mayors, three Democrats, one Republican negotiate over ten years.

LEGISLATOR DERIGGI-WHITTON: The bottom line is that I understand what you're saying, I understand that this is something that the IDA is taking out for you basically for your business.

Full Legislature/8-1-16

MR. RECHLER: That's incorrect. And I'm going to correct you again. It's for the public and the people of Glen Cove.

LEGISLATOR DERIGGI-WHITTON: And the reason why you're doing that is if we give it to you directly it would be considered a gift, and the only way --

MR. RECHLER: That's not why. Where is the money going?

LEGISLATOR DERIGGI-WHITTON: It's going to something that's signed for.

MR. RECHLER: It's going to parks, it's going to roads, it's going to utilities, it's going to marinas.

LEGISLATOR DERIGGI-WHITTON: It's going on property that's not cleared by the environmental.

MR. RECHLER: I just want to make clear for the Legislature again, I'm going to say this and then I will sit down, this project, if we don't have this additional revenue, we're not going to be able to invest the infrastructure, that typically is public infrastructure funded by the public.

This is a creative way to be able to do that and not put any additional debt on the municipality or obligations to the municipality. Because of that, we will have a fully amenitized park and waterfront that otherwise wouldn't exist in the next 24 months. Thank you.

CHAIRWOMAN GONSALVES: Don't go away Mr. Rechler nor the mayor. Legislator Howard Kopel has a question that pertains to your last comment, Mr. Rechler.

LEGISLATOR KOPEL: Thank you, Mr. Rechler. I think your last comment may have even answered the question. My question was going to be, and I would love you to elaborate on this, my question with this types of IDA financed deals is pretty much always the same.

Would the project be commercially viable without it,

MR. RECHLER: And the answer would not be commercially viable.

LEGISLATOR KOPEL: And I would like you to explain that point a little bit

better. That's the determining factor in my view.

MR. RECHLER: Then I appreciate you asking that question. As a matter of fact, in 2011, the New York State Legislature came out with tax incremental financing legislation because the New York State Legislature and the governor recognized that to be able to redevelop these downtowns and other parts of New York State that need significant infrastructure investments, you need to be able to use the future tax revenue to be able to fund some of those investments.

So, just think about a home. If you're building a home and you have a piece of land, you going to be able to build a home and say I know what is the cost on this piece of land. You're not taking into account building the roads to the home, building to the utilities to the home, building the park for the kids to play down the street, those are all the other things that these bonds are funding.

Full Legislature/8-1-16

Without that, this project can't move forward because we can't afford, the project can't afford to actually be able to fund all the public infrastructure costs associated with this blighted 100 acres.

LEGISLATOR KOPEL: Without that, the municipalities would have to build that themselves, would it not be an equal exchange?

MR. RECHLER: That's correct. If the municipalities agreed to fund -- and, by the way, we're funding half of it. If they funded their half and just wrote the check for $90 million, then we would not need these bonds.

LEGISLATOR KOPEL: Is the municipality obligated to fund this kind of thing?

MR. RECHLER: Yes.

LEGISLATOR KOPEL: In any event?

MR. RECHLER: Yes, they are obligated in the agreement that we had, in our agreement with the IDA, they're obligated to do so.

Full Legislature/8-1-16

LEGISLATOR KOPEL: And in the normal course of events, if you want to build a project, the project is otherwise approved in terms of its form and its function and so forth, is the municipality obligated to build the roads and whatever else that's necessary?

MR. RECHLER: It's all part of the negotiation as to what is going to be built. So what the density might be, what the project might be, what the height of the buildings might be, how much open space. It's part --

LEGISLATOR KOPEL: If the municipality wants the project, it would either have to fund the improvements or it can essentially fund it through this?

MR. RECHLER: Correct.

LEGISLATOR KOPEL: What about its affect on the Nassau County portion of the funding?

In other words, what's Nassau County's direct benefit on a go no go?

MR. RECHLER: Right. So Nassau

County would get zero if we don't go because there's no taxes coming from this today, and if are go forward, Nassau County will get $90 million of incremental tax revenue that it's not getting today.

LEGISLATOR KOPEL: Over a period of what?

MR. RECHLER: $90 million of real estate tax revenue.

LEGISLATOR KOPEL: Over?

MR. RECHLER: Net over 40 years. Net of any cost, incremental costs associated with Nassau County servicing this development.

LEGISLATOR KOPEL: Is there an incremental cost to Nassau County of servicing?

MAYOR SPINELLO: Included in that $96 million, the county has new recurring revenue which is from sales tax, from sewer fees, and other miscellaneous revenues. So, of the $75 million --

LEGISLATOR KOPEL: Some of those revenues are expenses.

MAYOR SPINELLO: But of those $75 million, you probably have about $5 million in expenses. You have a ten time multiple of revenue to expenses.

So if we set it on a net basis you would probably have $90 million net. Of the $96 million, you would have $90 million net.

MR. RECHLER: And there have been studies that have shown this, but the simple thing is zero versus $90 million net. Even if it's a little shift, it's pretty wide range.

LEGISLATOR KOPEL: Okay. I think I got it.

CHAIRWOMAN GONSALVES: Legislator Ford.

LEGISLATOR FORD: Thank you very much. I wasn't on the committees when you discussed this fully, and I'm sorry that I wasn't there for the presentation earlier, mayor.

I probably will just jump all over the place. The bond that you are

asking for that you're going to want to issue, it's what, $120 million?

MAYOR SPINELLO: The total bond is $120 million. That's $97 million for infrastructure plus a reserve.

LEGISLATOR FORD: Okay. And I think I understand what you're saying, we are not really issuing the bond at this point, it's that City Corp. will send a bond authorization --

MAYOR SPINELLO: If you're going to have bond questions I have someone here from Citibank.

LEGISLATOR FORD: It's just a simple one. It's like a municipal bond that they're issuing, correct?

MAYOR SPINELLO: No. It's not a municipal bond. It's a bond, a high yield bond, that has no rating that will go to a sophisticated investor that basically is investing in RXR to complete the deal.

CHAIRWOMAN GONSALVES: How about that individual since that person is here expressing those thoughts and putting it on

the record?

LEGISLATOR FORD: Okay. I have other questions.

CHAIRWOMAN GONSALVES: You can ask other questions but I want that on the record. Your name, sir?

MR. MARKOWITZ: Shan Markowitz. I work in Citigroup Global Markets infrastructure department. We're the senior underwriter for the proposed public improvement bonds.

As has been stated, the bonds will be completely non-recourse to the city, the county, the library and the school district. The investors that we will be selling these bonds to will be qualified institutional buyers, mainly in our market, those will be bond funds, high yield bond funds that will be purchasing the investment.

They are purchasing the investment with the understanding that the private development by RXR must be completed in order for them to be repaid and the sole

tax revenues that will be repaid with the bonds are going to be those derived within the development pursuant to the pilot itself. So they understand the significant risks associated with it. They understand they can't look to the county or the city for any repayment and are offering document that will go to those prospective bond holders and will detail all of that information.

LEGISLATOR FORD: Thank you. I don't know if it was better or worse. But I guess just getting down to the nuts and bolts to better understand it, when the bond is issued and it has to be repaid back, is that then through the pilot you are requesting?

MR. MARKOWITZ: Correct. The bonds are repaid from the tax agreement revenues within the district itself.

LEGISLATOR FORD: Then what is the interest I mean that you're going to give -- will the pilot cover -- if they purchase the bond, then you have to give

them an interest on their investment, correct?

MR. MARKOWITZ: That's right.

LEGISLATOR FORD: Will the pilot that you are requesting cover not only the cost of the bond but also the interest payment as well?

MR. MARKOWITZ: Absolutely. The projected tax revenues from the project are expected to be somewhere in the neighborhood of $614 million over the term of the agreement.

The expected debt service cost principal plus interest on this proposed bond issuance is about $282 million, so it's about a two to one ratio with all of the excess revenues going back to the taxing jurisdictions.

LEGISLATOR FORD: Thank you. I really appreciate that.

So it's my understanding from what everybody is saying that currently the property does not generate any property tax revenue?

Full Legislature/8-1-16

MAYOR SPINELLO: No. Not for over 30 years.

LEGISLATOR FORD: So, by doing this project then, not only the money that will be from sales tax revenue like in the construction costs, the money that we realize from that, once this project is completed, then there will be an actual project tax base that will generate revenue?

MAYOR SPINELLO: Yes.

LEGISLATOR FORD: Okay. When you talk about some of the costs, I know that you got letters from like the school district and the police department and the fire department.

The one thing that I noticed, just correct me if I'm reading this wrong, it was indicated by the fire department that as long as the building would not go above four or five stories, there would be no need for additional equipment.

But, from what I gather, some of the buildings will be above four stories.

MAYOR SPINELLO: One building

will be five stories and there's one building that's 11 stories.

LEGISLATOR FORD: So then if there is additional equipment needed, who about will purchase that equipment?

MAYOR SPINELLO: The city will and the city is talking with the redeveloper to donate a piece of equipment.

LEGISLATOR FORD: Okay. That's important. The portion of the bond is basically covering, what portion of the property? When you do the work, it's just basically for public infrastructure?

MR. RECHLER: All the proceeds of our bonds will be going to towards the public improvements, the public infrastructure with respect to the project, none of the private development.

LEGISLATOR FORD: So like you said the roads, the lighting?

MR. RECHLER: Roads, playgrounds, esplanade, marinas, bulk heads, et cetera.

LEGISLATOR FORD: My last question then I guess would be, I don't know

if I got this or not, but will this be done by union labor, or are you going to go through the apprenticeship program or hopefully maybe sign a PLA?

MAYOR SPINELLO: Yes. There's not going to be PLA, but they'll still go out to union.

MR. RECHLER: All infrastructure will be and we have members here with us today in support of the project.

And, again, I want to point out which is unique to this bond, is because we're floating that interest reserve that the mayor spoke about $30 million of interest reserve, that enables us to do all of the infrastructure up front.

So the benefit to the community will be done in that first 18 to 24 months versus having to wait until the other buildings are built to create enough tax revenue to start paying interest, we are pulling all the money down to invest that infrastructure in that first 18 to 24 months.

Full Legislature/8-1-16

LEGISLATOR FORD: So, when you start with the project, like you were saying, the infrastructure, and the esplanade and the parks, that will be before the other buildings?

MR. RECHLER: Right. The entire infrastructure will be done for the entire project, even though it's a five, six-year full build out, it will be done in the first 18 to 24 months, all the way to the waterfront and anything that's not built will be turned into parkland until the next phase of the project is moving forward.

LEGISLATOR FORD: Will this be accessible to the residents?

MR. RECHLER: Fully accessible to the residents of Glen Cove. It has the esplanade. Really, if you look through the whole process, all the residents, has parking for residents, the marina is open to the residents, it has water sports for the residents, et cetera.

LEGISLATOR FORD: And this is before you finished the other buildings?

Full Legislature/8-1-16

MR. RECHLER: Before we finished the other buildings.

VICE-CHAIRMAN NICOLELLO: A couple more follow up questions.

Mr. Markowitz, this form of financing, is this relatively new, are there other examples of this going forward?

MR. MARKOWITZ: Yes. This is generally in the municipal finance world considered a tax increment financing meaning that only the incremental tax revenues generated by the project itself are available to repay the debt.

It's used fairly extensively across the country. There's been more limited use in New York State because of applicable laws but the Citifield and Yankee Stadium were done with a pilot bond and there are other examples on a more local level in the more recent past.

VICE-CHAIRMAN NICOLELLO: And the bond market currently is very favorable, is it not?

MR. MARKOWITZ: Yes. We are

currently in a very favorable bond market. Municipal tax exempt rates are at their all time lows. There's been significant inflows from these bond funds that are the big investors in our market. They have been individual investors who invest in these bond funds have been depositing positive inflows into the bond funds for 43 consecutive weeks at this point. So it's a very favorable time to get into the market and finance this transaction.

MR. RECHLER: There's a very good point about where interest rates are because any of the benefit of low interest rates results in higher tax revenue to all of the municipalities, so that you are able to get better rates, more taxes that flow to the municipalities.

VICE-CHAIRMAN NICOLELLO: Just one other point. In terms of the infrastructure in this financing mechanism being used to pay for the infrastructure, if that mechanism wasn't in place, wouldn't the tax monies of the city of Glen Cove have to

pay for the --

MAYOR SPINELLO: The city couldn't afford it. We would have to float a $90 million GO and that would be a little too much for us to bear.

VICE-CHAIRMAN NICOLELLO: So, if you're building a park, building a roadway, if you're building utility connections, that's municipality expenses?

MAYOR SPINELLO: Yes. Part, some of the items in this obviously are the road for the city, some demolition, some remediation we have to do, there's an assortment of items in there.

VICE-CHAIRMAN NICOLLEO: I think you described it to us, I think it's the horizontal responsibility.

MAYOR SPINELLO: Not one penny of this borrow goes for the buildings themselves. This is all infrastructure and public improvements.

VICE-CHAIRMAN NICOLELLO: Minority Leader Abrahams.

LEGISLATOR ABRAHAMS: Thank you,

Deputy Presiding Officer Nicolello. I have two questions and then I will pass it on.

My first question is to Mr. Rechler. You had mentioned some of the challenges, and I think everyone on this body understands the difficulties in putting together a deal, and as Legislator DeRiggi-Whitton had pointed out, we all agree something should be done with the site.

Obviously, in this day and age where we have young people leaving the county, young people leaving the state, we should be looking to develop properties all throughout the county to ensure they are developed properly, one for the communities that reside around them as well as the people we are looking to attract into the community as well.

But I do want to ask, you had mentioned some of the challenges in regard to the project. Is it my understanding or do I have a safe interpretation to mean that if this was not passed by this Legislative

body that you would look for other ways to do it or you would pull out?

MR. RECHLER: I think the project wouldn't go forward if this wasn't passed by the Legislative body.

Unless, for example, the city said, we'll increase density, and once again we can have 16 story buildings and that math works.

I mean, legislator, you and I have sat through negotiations before on other projects and you know there's always gives and takes.

As I said, we have now gone through nine amendments of negotiations with four different administrations that have changed the dynamics of the project and the economics of the project all the way through to where we are today.

So, we have now found a spot where we could building something that has 28 acres of open space, lower buildings, more public amenities along the way, lower density that this mayor took 20 percent away

from the number of square footage that we had before we started this project.

So, as you reduce square footage that ultimately creates revenue, then it becomes less economic and, so, by doing this negotiation and putting the right amount of infrastructure in place, along with this, it works.

I want to make the point, we're funding $90 million into this, this horizontal part that we're referring to. So $90 million coming from the bonds, $90 million is coming from us, and that was part of the negotiation to be able to bring this project to a point where it can make economic sense.

LEGISLATOR ABRAHAMS: I do have a question, I want to thank, the mayor took the time out a couple of weeks back to meet with me, I wanted to thank him for that, but I presented a question to him that he wasn't able to answer in regards to the price of the condos. He did mention in fairness that some of them will be deemed to be

affordable, but he wasn't able to give me an idea of what that affordable number would be and then just to get an idea of framework of what we're talking about here.

MR. RECHLER: So what we didn't mention and it's worth noting, as part of our agreement with the city and the IDA, ten percent of the overall development will be affordable, half rentals, workforce housing, workforce rentals, and half for sale that's going to be incorporated into the project in our first phase of the project.

In addition to that, as we think through the price points, obviously the markets dictate price point, we're aiming in the range of somewhere between 600 and $700,000 per unit for our first phase of the condominiums that we are selling, but, that's again, depends on where the market goes as we move and you have to meet where the market bears.

LEGISLATOR ABRAHAMS: That's the price for everyone else, what's the affordable price?

Full Legislature/8-1-16

MR. MARKOWITZ: That would be 60 percent to about 120, 130 percent AMI.

LEGISLATOR ABRAHAMS: For the public and the folks up here, for anybody up here I just want to make sure I'm talking straight. What's the number? If we don't know it that's fair for the record too.

MR. HOFTELL: Frank Hoftell with RXR. It varies by year, but the SEQRA requires us to, on the rental component, to lease to people between 60 and 130 percent AMI and the rents are set at 30 percent of that tenant's income.

On the sale unit, for sale units, the rents on that unit type are capitalized at a rate that would be determined at a future time, and the price is set then.

So the prices are aren't set exactly now, but there is a formula for calculating those in the future.

LEGISLATOR ABRAHAMS: So tell me what they will be?

MR. HOFTELL: So AMI today is 109,000 or so, and so projecting that that

formula forward, it would be -- if it averages 100 percent, then it would be $30,000 a year in rent.

LEGISLATOR ABRAHAMS: For the rental?

MR. HOFTELL: Yes.

LEGISLATOR ABRAHAMS: For the workforce housing, you said it was $109,000 per unit?

MR. HOFTELL: Is the AMI per household, right.

LEGISLATOR ABRAHAMS: That's the price, right?

MR. HOFTELL: I'm sorry, 30 percent of that. 30 percent of that, of each tenant's income. The tenants that are eligible are between 60 and 130 percent of AMI and the rents are set at 30 percent of that tenant's income.

LEGISLATOR ABRAHAMS: That was the rent?

MR. HOFTELL: Correct.

LEGISLATOR ABRAHAMS: The workforce housing? I heard there was

mention of workforce housing as well. So if somebody wanted to by a unit, it sounds like the prices are 600 to $700,000, what would the workforce unit for young people or for folks who do not make the amount of money that --

MR. HOFTELL: So, based on these numbers, it would be roughly about 50 percent of the market rate unit.

LEGISLATOR ABRAHAMS: So roughly about 350, $400,000?

MR. HOFTELL: 250 to $300,000.

LEGISLATOR ABRAHAMS: Thank you. My last question is for Mayor Spinello. I do believe the school district is voting tonight.

MAYOR SPINELLO: There is a meeting with the school district tonight. They may vote tonight they may vote a day or two after.

LEGISLATOR ABRAHAMS: I see. And based on your conversations with the school district, or members of the board, they can always be impacted by what they hear

tonight, have you had had discussions with the school board in regards to their position on this proposal?

MAYOR SPINELLO: I'm sorry. I didn't hear that.

LEGISLATOR ABRAHAMS: Have you spoken to the school board? I know their positions could change based on what they hear tonight, but have you spoken to any members of the school board prior to today?

MAYOR SPINELLO: Our attorney has spoken with the school board attorney and they had discussions and tonight we're going in and I'm going to address the school board as a whole.

LEGISLATOR ABRAHAMS: And based on their discussions, the school board is in favor of the project or not?

MAYOR SPINELLO: I can't comment. I think that they have questions but I don't think there is anything in my opinion that that would be a deal breaker. But, again, they have to make up their own mind. I think when they hear the real facts I think

it's something that they would support but I'm not going to speak for them.

The school would receive about $292 million from this.

LEGISLATOR ABRAHAMS: I'm sorry, $290 million?

MAYOR SPINELLO: The school would receive $290 million.

LEGISLATOR ABRAHAMS: Over what period of time?

MAYOR SPINELLO: Over the course of 40 years.

LEGISLATOR ABRAHAMS: No more questions. Thank you. Thank you, Presiding officer.

VICE-CHAIRMAN NICOLELLO: The members of the public have been waiting patiently. Three more legislators that have to speak and then we will open up to public comment. What does AMI mean?

MR. HOFTELL: Average median income.

VICE-CHAIRMAN NICOLELLO: Legislator Curran.

Full Legislature/8-1-16

LEGISLATOR CURRAN: So this pilot is about $615 million over 40 years minus the debt service of $283 million which leaves us with $332 million over the various jurisdictions for 40 years, right?

MR. TYLER: Plus there is another $292 million, so there is a total of $622 million after the bond is paid.

LEGISLATOR CURRAN: After the bond is paid, okay. So, my question is, I know we are being asked today as a county to accept 6.4 percent down from 7.5 percent which doesn't seem like such a dramatic decrease but my fundamental question is, why is 5.7 percent the starting point for the county?

I ask that because according to the New York State General Municipal Law, and I will read this quote very quickly, pilots "shall be allocated among affect tax jurisdictions and provision to the amount of real property tax and other taxes which would have been received by each affected tax jurisdiction."

Full Legislature/8-1-16

So the county proportion is 15.73 percent which is quite a lot less,

MR. TYLER: Your portion is not 16.7.

VICE-CHAIRMAN NICOLELLO: Can we ask Mr. Camilliri to comment on that.

MAYOR SPINELLO: Yes. I also have Milan Tyler here.

MR. TYLER: Milan Tyler, Phillips Lytle. I think that the confusion is the fact that the city uses the Homestead rates for condos. Nassau County uses a different non Homestead rate, so the calculations are a little bit different.

When we calculated the pilot, we used the non Homestead rate because there is no other condos in Glen Cove like this so every other market comparison that the condo purchasers would be looking at would be the non Homestead rate for Nassau County.

So when we calculated both the pilot and what we figured the otherwise applicable taxes would be, we came up with seven to seven and a half percent.

Full Legislature/8-1-16

As I understand it, the assessor is looking at the non Homestead rate and has a slightly higher rate for the condos. It blended it, I would refer to Ron as what the actual blended rate would be, but it's somewhere like ten percent. So it's somewhere between seven and a half percent, or seven percent. If you use the non Homestead rate and it's slightly higher because the Nassau County assessor is using the Nassau County rate along with the non Homestead rate.

LEGISLATOR CURRAN: My concern is that as a county legislator I'm looking out for the county and every year we are scrambling for buses, scrambling for youth programs, and with one vote I think we can be giving away a lot of money that we need here.

I mean, we're trying to borrow money and I understand the argument that something is better than nothing. I'll just use a very silly analogy, but if you come into my restaurant and have a hundred dollar

meal, but you want to pay 50 bucks, you can say, hey, it's more than you had before, but is that fair to us? Is that fair to the county?

MR. TYLER: You're sitting with a piece of land that has not thrown off tax revenue for 30 years.

LEGISLATOR CURRAN: I understand that.

MR. TYLER: In a city that is in economic depression for a long time going down heavily indebted, this is a chance to actually do something for the positive.

So, you can gamble and say maybe someone else is going to come along with another idea that is actually going to trade tax revenue, or sit with a piece of land that has no taxes, and, frankly, a city that's going to be in financial distress because they owe money on the environmental cleanup, they owe money on debt associated with all of the carrying of the land. So it's, really, getting something or zero, not what the alternative would have been, seven

percent, five percent, 12 percent, I kind of think that's irrelevant in the scope of things here personally.

LEGISLATOR CURRAN: I hear what you're saying. One more quick question. Has the EPA given the environmental clearance for this yet?

MAYOR SPINELLO: One of the sites received an amended decision and we're waiting for one more and it's going to come in two weeks and that would be on the Lee Tuckston site from the EPA, so they will -- so no development can start until we have their approval. But the approvals are coming. One is coming and the other is on its way.

LEGISLATOR CURRAN: And you're confident you'll be getting the other?

MAYOR SPINELLO: Yes, absolutely.

LEGISLATOR CURRAN: Thank you.

MR. RECHLER: I also want to note that as part of this project, to get financing, we need to get environmental insurance, so, beyond the state and federal

regulatory EPA approvals, and all of us looking at it, meeting the guidelines, we're meeting also a private sector guideline in terms of being environmental clean and sound.

CHAIRWOMAN GONSALVES: Legislator Dunne.

LEGISLATOR DUNNE: I just have a few questions and a simple yes answer would be good for each and every one of them.

The area is totally blighted now?

MAYOR SPINELLO: Yes.

LEGISLATOR DUNNE: You are going to be providing jobs for the building trades?

MAYOR SPINELLO: Yes.

LEGISLATOR DUNNE: After that there's going to be employment for the people in the community in those facilities that you're building?

MAYOR SPINELLO: Yes, there will be jobs on-site and jobs as a result of the spending from the new residents.

LEGISLATOR DUNNE: So the

Full Legislature/8-1-16

infrastructure is definitely needed for this?

MAYOR SPINELLO: Yes.

LEGISLATOR DUNNE: The sales tax revenue, the whole time, one, is going to go up because the construction work is eating and using the gas stations and everything in the area, and, then after, the overflow of the people living there, so that the economics in the area is going to be improved?

MAYOR SPINELLO: It's guesstimated that the county obviously will be the biggest beneficiary of that. But the county is estimated to at full build out net, $733,000 annually.

LEGISLATOR DUNNE: That's in sales tax revenue?

MAYOR SPINELLO: Yes.

LEGISLATOR DUNNE: It looks like a no brainer.

MAYOR SPINELLO: And another $265,000 in sewer fees.

LEGISLATOR DUNNE: I applaud you,

I applaud the builder, and for finalizing this project, and hopefully it will get done by this body and tonight with the school district. Thank you.

MAYOR SPINELLO: Thank you.

CHAIRWOMAN GONSALVES: Legislator Bynoe.

LEGISLATOR BYNOE: Thank you, Presiding Officer. I had a couple of questions but they have been answered prior, so I'm going to just go in with this one question.

It's really for someone from administration, not actually for the developer or the mayor. I don't know who is here from the administration who can answer the question.

The question is regarding what we are area being asked to vote on today. I don't actually see the pilot agreement. I'm wondering why it's not a part of it.

CHAIRWOMAN GONSALVES: Who is going to answer?

MAYOR SPINELLO: You're not

voting on the pilot. The pilot is approved. You're voting on the deviation, the match of money that's going to be allocated to you. That's all you're voting on.

LEGISLATOR BYNOE: So the master tax agreement, is that the actual document that will be used for this vote?

MR. TYLER: The master tax agreement is in fact the document by which the pilot is going to be paid.

What is before you today is the allocation of those payments. You need to approve that they get allocated in a way other than taxes would be.

LEGISLATOR BYNOE: I just needed to know what document we are using to be voted on today. I appreciate the answer.

Is it that we're waiting for someone from the assessor's office to speak to Legislator Curran's earlier question? I understand your answer to it earlier, but I am hoping that someone from the administration is going to come down and further elaborate.

Full Legislature/8-1-16

VICE-CHAIRMAN NICOLELLO: Briefly, my understanding is, there's an issue, not with respect to the 6.4 percent which we would be agreeing upon, but there is an issue as to the number that we should be getting.

There's an indication of 7.4.2 percent is what's been represented to us as the number that the county should be getting and we just have to confirm that that is an accurate number. We obviously want to know exactly the scope whatever we should be getting as opposed to what we will be getting.

LEGISLATOR BYNOE: That was my earlier question that was answered by these individuals, but I think as a body we should have that answer from the assessor.

CHAIRWOMAN GONSALVES: You are correct.

LEGISLATOR BYNOE: Thank you.

CHAIRWOMAN GONSALVES: Now we have Legislator Muscarella.

LEGISLATOR MUSCARELLA: If

someone could answer this, it's just a general overview of this entire legislature. Just confirm that what we are doing if we were to pass this is basically passing a contingent approval; that contingency being all of the other bodies that have to pass upon this before this would actually be implemented as law; is that correct?

MAYOR SPINELLO: Yes.

LEGISLATOR MUSCARELLA: So even if we pass this today, if the other pieces don't all fall into place, what we're doing here really is not going to have any effective law?

MAYOR SPINELLO: That's correct. It's already been approved by the city and the library, and hopefully you will, and then the school will be next, either tonight or within one or two days after that.

LEGISLATOR MUSCARELLA: And also basically the EPA?

MAYOR SPINELLO: Yes. Can't build without that, yes.

LEGISLATOR MUSCARELLA: Thank

you.

CHAIRWOMAN GONSALVES: Now it's time for the public speak.

VICE-CHAIRMAN NICOLELLO: Mayor Kennedy.

MAYOR KENNEDY: Good afternoon. Thank you for the opportunity to address the Legislature again.

I'm here in regard to resolution 120-16 with respect to the Garvies Point redevelopment project in Glen Cove.

I feel it is imperative that this body vote no. If I just heard Mr. Rechler correctly, he has asked this legislature to bail out the city of Glen Cove and that is grossly inappropriate.

This resolution is a request for the Nassau County taxpayers to help fund the highly controversial residential development project proposed by RXR, a $17 billion company.

There are currently two separate legal action in Supreme Court seeking to overturn the approvals of this project and

voting on this resolution while the legal actions are still outstanding would be unwarranted and prejudicial. To think that Nassau County taxpayers should pick up the county tax bill or any portion of it, for 1,110 new luxury residential units for any period of time is outrageous.

I trust that you will agree that the request by the Glen Cove IDA who tax breaks have generated the fewest jobs in the state in 2012 according to the state comptroller, to saddle Nassau County taxpayers with this fiscal irresponsible and harmful plan is in violation of the public trust.

To even consider this resolution without first performing a SEQRA study of the financial impact to the county taxpayers, which includes study and analyzing all of the fiscal reports, studies, analyses, projections and economic predictions would be considered a dereliction of legislative duty.

The master tax agreement, to the

best of my knowledge, was only submitted to the Legislature on Friday, so I'm guess that the Office of Legislative Budget Review, nor the comptroller has had an opportunity to analyze any of the details of this project.

The reason that the city is asking for the pilot and the allocation is because the city IDA has approved $120 million in tax increment financing for a cost that the redeveloper is solely obligated to, in taking money that the taxpayers are entitled to and giving it to the redeveloper.

Now there is a lot of discussion about what these amendments say. But what I do know is this, amendment 4-50A of the land disposition states:

The redeveloper shall be responsible for the funding and construction of all public amenities. The agencies acknowledge that the redeveloper may seek funding from third party sources other than the City of Glen Cove and its agencies in connection with and funding all or part of

the public amenities.

This amendment is dated 6-29-2012 and I'm completely unaware of any amendment since that date that addresses the funding of public amenities and nobody has told you differently yet today.

The city's written questions and answers from the IDA's meeting of 6-22-2016 acknowledges amendment four in relation to the question asked about the funding of public amenities.

It does not mention any amendment since that that modifies 50.A but it does state that the 9th Amendment will reflect many of the items being analyzed as part of the public use improvement financing as well as various other business and governance items. It will be available to the public prior to adoption once the draft is negotiated and complete.

The action of the IDA to float $120 million tip bond to finance the public amenities is a violation of the LDA. It is a violation of the contract and takes future

tax revenues which legally belong to the taxpayers of the city which is Legislator DeRiggi-Whitton's whole point, and it gives it to the developer.

How can this be viewed as anything but a gift to RXR? How can this be viewed or not be viewed as a misappropriation of public funds?

CLERK PULITZER: Sir, your time has expired.

MAYOR KENNEDY: I'm almost done. It is unfathomable for the county to approve this subsidy. Why should all current taxpayers in the county be forced to subsidize the future owners of these multi million dollar condos? Not for the next year, not for the next five, not ten, not 20, for the next 40 years.

It is outrageous to expect the residents of the Village of Sea Cliff or an of your districts to pick up the subsidy for these multi million dollar condo owners for the next 40 years.

With all that said, I thank you

for your consideration and for your vote of no on this resolution.

VICE-CHAIRMAN NICOLELLO: Alicia Pagliare.

MS. PAGLIARE: I just heard all of the comments on how much the county is going to get, and the 15 percent and whatever percentage you're going to get, you're going to set some money apart for the road repairs. Because, during the construction of these buildings, you're going to have to maintain our roads, the road going to Glen Cove.

For the past 20 years, I have been asking and fighting with the Department of Public Works to fix one street in Glen Cove. It took almost 20 years for you, for the county to fix Cottage Road. Then we have Brewster Street which is caving in.

Glen Cove Road you can't even change lanes because there is craters in the middle. You have to navigate these roads because just to get into Glen Cove you have multiple traffic lights, multiple obstacles

getting into Glen Cove.

I know that many of you do not live in Glen Cove. You never go to Glen Cove. You have never been on Glen Cove Road and, before you vote on this project, that will be bringing in trucks and trucks and trucks first to construct it, and then after it's constructed, then we're going to have more than three thousand vehicles every single day on our roads in our streets.

You're going to have to set apart a lot of your money to fix our streets because I know that half the streets in Glen Cove are not Glen Cove, part of the city, they're part of the county.

Every year, very sadly I see how our streets are up kept or unkept. So, please, do not vote yes on this project. It's detrimental to our city. It's detrimental to our well being. This is a quality of life. All of this traffic, additional traffic.

We were promised with other projects, oh, no, no impact on the city. It

is going to impact the city. Then not only on our traffic, it's also going to impact it on our police and our firefighters.

Remember, our firefighters are volunteer firefighters. So, who is going to pay the fire fighters? We are going to need a lot more for these 15 story high buildings.

So please do not vote yes on this project. I urge you not to vote according to with what Mr. Rechler says. That is not what the citizens of Glen Cove need. Please do not vote yes.

VICE-CHAIRMAN NICOLELLO: Thank you. Marsha Silverman.

MS. SILVERMAN: Good afternoon. Thank you for your time today. I'm a resident of Glen Cove and I'm opposing this financing scheme. I call it a scheme because it is truly not in the best interest of any of us as Nassau County residents.

I am a finance person. I have an MBA in finance. I've been in corporate finance for over 20 years. This really is

creative financing. This is not good for any of us.

Let me just give you a few examples. You heard for the past hour or so Mr. Rechler and Mayor Spinello throw around hundreds of million dollars to your benefit or the county's benefit. They talk about revenues but they never ever mention expenses. I think Mr. Kopel earlier asked about the expenses associated with these revenues.

Let me give you one example. The school district in Glen Cove, the average cost per student this year in their budget was $26,000 for one year for one student. If you add 500 students, that's less than one child for half of the apartments, that would be about $520 million in school expense over the next 40 years.

They throw around, the schools will get $290 million in revenue over the next 40 years, well, there, right there off the bat is an over $200 million gap to cover that expense. So, they'll say, well,

there's not going to be 500 students. You know what? Even if there's 300 students, one out of less than a third of the apartments have one child. You cannot even come close to covering that expense. That's one expense.

Ms. Ford, you mentioned the fire department. I am the spouse of a volunteer firefighter in Glen Cove. We have 100 percent volunteers. I know you can relate to this and in Long Beach you have a paid fire department. We will need a paid fire department.

Where will the revenue -- there will not be enough revenue to pay for a paid fire department in Glen Cove.

I hope to God that we don't send volunteers up to the 11th, 12th, 13th, 14th floors, because I would not want my spouse to go in there as a volunteer.

On top of this, municipal bonds in general, the municipal bond market is highly highly susceptible to even mild recessions. Is 2008 so far behind us that

we can't even remember that we had a great recession not a mild recession?

We're talking about hundreds of millions of dollars in these bonds. This volatility will not hurt just Glen Cove, it will hurt the entire county.

Nassau County will be that much more dependent on the overall economy and even a slight recession in the next 40 years will cripple this county.

We already have NIFA in place, how many times, how many quarters so far, I think the last two quarters if I recall, the NIFA chairman has come back and said, cut your budget in Nassau County. Are you willing to continue doing that and doing it even more because you are not getting the revenue you should get?

When you ask them, they'll say, well, you're not getting anything today. Well, there are other alternatives between nothing and this.

For example, you could throw Rechler out. He says he's walk away. We

could put a municipal green energy field in that 52 acres. We wouldn't have to worry about the toxicity of the land there.

CLERK PULITZER: Your three minutes have expired.

MS. SILVERMAN: And that would be revenue generated for the City of Glen Cove, the school district, and the county forever starting within one to two years.

There are other alternatives. It doesn't have to be nothing or this. So please consider all of these factors. I have more if any of you are interested in actually finding out the facts instead of listening to Mr. Rechler and Mayor Spinello made up numbers, I have many more facts if you would like to be interested, and I would love to talk to any of you.

I e-mailed each of you. You have my contact information and I thank you for your no votes. Thank you.

VICE-CHAIRMAN NICOLELLO: Pasquale Cervajio.

MR. CERVAJIO: Thank you

Presiding Officer, Minority Leader, and members of the Legislature.

Where to begin? The first information I want to give you, this project has endured 20 years of incredible organizing scrutiny and one of the stories came up that the number of new students that are going to be added to the school district of this project is 56 students. You talk about exaggeration, and I don't know which side it was, but I'm sure Mayor Spinello will be more than happy to provide you the information as to where these numbers of 56 students came from.

Another misinformation that we were told today is that the redeveloper is responsible for the public amenities and the infrastructure. I guess Mayor Ted Kennedy stops half page and doesn't go on and read the rest of the page where it clearly says, I would offer it to you, I don't want to waste my time in reading the letter, but it clearly states on this document that tax increase financing is contemplated in land

Full Legislature/8-1-16

deal that was negotiated.

Please feel free to read through this.

VICE-CHAIRMAN NICOLELLO: You can give it to the clerk when you're finished.

MR. CERVAJIO: You know, the life of every Democracy starts with politics. Politics by definition is the art of governing. The art of governing involves you as the petitioners of this activity.

Good politician entrusted by us with our trust to do what's good for us and do what's best for our welfare and well being.

Unfortunately, among good politicians there are bad politicians, and I would like to single out two of them today and I would like to -- please allow me to evidentiate what I'm speaking about.

I would like to point out Mayor Ted Kennedy who changes party and changes position on opinion on issues just as often he changes his socks.

VICE-CHAIRMAN NICOLELLO: Don't

make it personal.

MR. CERVAJIO: Excuse me?

VICE-CHAIRMAN NICOLELLO: We would appreciate it if you would confine your remarks to the merits of the item. Go ahead.

MR. CERVAJIO: It goes to you, good politicians, it goes to the credibility of the comments that have been made to you. Because if somebody is a flip flopper and changes parties and changes his position on an issue, like -- excuse me, it's my time.

CHAIRWOMAN GONSALVES: Pasquale, no. Mayor.

MR. CERVAJIO: I'm sorry, Mayor Ted Kennedy.

CHAIRWOMAN GONSALVES: Out of order.

MR. CERVAJIO: You are interrupting me. Are you kidding me? Ladies and gentlemen, I'm speaking the truth, this is a picture of Mayor Ted Kennedy and Legislator DeRiggi-Whitton taking on the 9th of 2011 following a

Full Legislature/8-1-16

meeting.

CHAIRWOMAN GONSALVES: Pasquale, that's enough.

MR. CERVAJIO: What do you mean, that's enough?

CHAIRWOMAN GONSALVES: I don't want you mentioning names.

MR. CERVAJIO: Okay. I won't mention any names but a picture is worth a thousand words. These are the individuals that were supporting this project in 2011, and, as a matter of fact, were thanked by then Mayor Ralph Suozzi for their support.

CLERK PULITZER: Your time has expired.

MR. CERVAJIO: Allow me one last comment because I was interrupted, please. You were called up on whether or not you want to listen to the voice of reason. They said, you know what, we were forced to negotiate the deal.

VICE-CHAIRMAN NICOLELLO: Please settle down.

CHAIRWOMAN GONSALVES: Pasquale,

your time is up.

MR. CERVAJIO: You are about to choose between the voice of reason says we were forced to renegotiate by the fact that we were forced to cut the tensity or we can listen to the people who changed position and all the people that say we are blocking the sunset.

I urge you, please, in fact, I implore you to adopt and pass this resolution because this is good not just for Glen Cove but the entire county. Thank you.

CHAIRWOMAN GONSALVES: Pasquale, we heard you. Thank you.

VICE-CHAIRMAN NICOLELLO: Brian D'Resta? He left. Patricia Tracy.

MS. TRACY: I'm Patricia Tracy. I've been -- I'm from 17 Albin Street, Glen Cove. I have been following this issue since 2003. I have attended many of the EPA meetings and the New York State DEC meetings.

I would like to add a point to what Mr. Reggie said, and it is true that he

is going to have some records of decision coming in the next couple of weeks, but with the EPA and the New York State DEC, a record of decision is not the same thing as a project being delisted, something that is on the list of super fund sites is delisted. A record of decision means that there is more work to be done and there is more work to be done on Lee Tuckston, on Captain's Cove, and Matese. Matese is an adjacent property which will be an active super fund site until 2026.

So a record of decision is not the same thing as something being delisted. Delisted means that the EPA and DEC have stated that they are not working there anymore but there is more work to do on Lee Tuckston and on Captain's Cove.

Now, I hope I can have a little more time to say what I came to say. That is, we all know that middle income housing is needed on Long Island. All of us know somebody who can't find a place to live. But that is not what this is. Starting

salaries for nurses, doctors, x-ray technicians, and other so-called workers are only $60,000 a year.

Now, as you know, you legislators tried to get a figure of what the rents are going to be here, and they declined to provide that to you, they more or less sort of said along there with this discussion that they had, that the purchase price for only 110 of the condos was going to be between 350 and $300,000 for the condos.

Information that I have says that the rentals are going to be $3,000. So we have a city of Glen Cove where a person who is going to afford and apartment for $3,000 a month would need an income of $144,000 annually. There are few young workers that earn $70,000 a year. The median household income in Glen Cove is 67,5.

So, clearly, these units are not being built for us. No one has ever presented a market study that shows the demand for these luxury apartments and these luxury rentals.

Full Legislature/8-1-16

The Garvies Point development is being built for some mythical rich folk coming from somewhere else just for the greed of the developer. The developer is one of the wealthiest developers in the state.

CLERK PULITZER: Your three minutes have expired.

MS. TRACY: If I could please just continue. Our taxes are going to pay for this. I'm not going to overcome what other people have said, but people in Glen Cove have never asked for these amenities. We have lovely parks, beaches, we have walking places and people who want to use a marina should pay for their own marina.

So, none of us have asked for these amenities to be built. So I would advise you to please vote no on this because this is a high risk project where nobody is going to buy a condo on a super fund site. And nobody is going to buy these ugly condos which would look better at Rikers or Attica.

And I would like to merely add a

few points of what you had been speaking about the devastation of Hurricane Sandy. This is an area that was underwater in Sandy, underwater in Donna in 1960, and it's a sea level rise issue.

CLERK PULITZER: Ma'am, your time is up.

MS. TRACY: Are you going to have to rescue all these 2,200 people when there's another hurricane? Thank you for your time and please vote no.

VICE-CHAIRMAN NICOLELLO: Zefy Christopoulos.

MS. CHRISTOPOULOS: Zefy Christopoulos, Alex Lane, Glen Cove. It's wonderful to be here today and see so many faces from the past and to be greeted with such a warm welcome. Thank you.

This project became a figment of somebody's imagination who then worked very hard to make it at least get off its feet, and you can see how hard it is to get something like this off its feet by some of the comments today.

Day one was 1995 when it became a spark. We've been waiting, "we" being the taxpayers of the City of Glen Cove, we've been waiting all this time.

If something like this, a project like this which is most beneficial to the City of Glen Cove, to the county, to the library, and to the school district, if it was easy it would have been done already.

Why do I say that? Because two people in this room are elected officials in some capacity, one of whom was a city council person, and if this was so offensive, and if this was so ill thought, she had ample opportunity as an elected official of the city of Glen Cove to voice her opinion and to even give us an idea of how she would finance any changes.

The other elected official joined the band wagon with every announcement of EPA funding or the latest stage of cleanup for the grin and grit photo op celebrating that event. I'm sorry, but that doesn't cut it for the taxpayers of Glen Cove.

Full Legislature/8-1-16

Right now, the city of Glen Cove, the school district which is in dire need of funding, you all saw in Newsday today, I know that, just consider, and I know our Presiding Officer is a former teacher, I know that you know what increased tax dollars mean for programs and services for children. I know that.

Just think, from zero, right now, it's zero. City, library, school district, and county. You get nothing.

Now we have a developer who I am sure without a doubt is not willing to risk his reputation in the industry to do something that is not right for the people of the city of Glen Cove and then, in turn, for everybody else in Nassau County.

By the way, I just heard that Sea Cliff is looking for money for sewage; am I right that the sewage is somehow leaching into the sound and maybe they need to tap into the sewage treatment plant that the county owns that's in Glen Cove, did I hear that? I just want to be sure about that.

Full Legislature/8-1-16

Just think about what this financing over the years, what kind of money that means to sewage up, if that's the right term, Sea Cliff. Think about it. It's very simple. To me it's a no brainer. To me, this is a win-win. Especially for our schools. You all know how I feel about the schools. You know it.

Now, I wouldn't doubt our fire department, they are volunteers, yes.

CLERK PULITZER: Your three minutes have expired.

MS. CHRISTOPOULOS: Already? I was speaking quickly. Let's put people to work and let's do something in Glen Cove that it's time.

LEGISLATOR DERIGGI-WHITTON: Norma, can I just say one thing? Zefy, I just want to mention one thing to you. When I was on the city council, this project looked very different than what it is now. It really isn't. I know the hotel is no longer there, but you have to understand something, when --

Full Legislature/8-1-16

CHAIRWOMAN GONSALVES: Call the next one.

LEGISLATOR DERIGGI-WHITTON: When developments change and financing change, your opinion might change and I'm still for a development, but I want to see the best deal for the city. And that's really what I'm fighting for.

CHAIRWOMAN GONSALVES: I don't want you to respond.

LEGISLATOR DERIGGI-WHITTON: And you were part of the administration also, you know that we all fought for it and we all would -- I would love to see something like Mr. Connecticut or something mixed use, and I think that's what you wanted to see also.

So, we've been through this for years, but my whole point is I think we can do better for the residents of Glen Cove. We get one chance to do it. I want to do it.

VICE-CHAIRMAN NICOLELLO: Dr. Gordon Berg.

Full Legislature/8-1-16

MR. BERG: Hello. I'm Gordon Berg and I'm a resident of Glen Cove. I've been a resident of Glen Cove for close to 55 to 60 years, but whose counting?

I came from Queens because I wanted to find a place that was quiet to live. Glen Cove was perfect and development had occurred and it's a little less quiet. Now I think Queens is moving to Glen Cove.

In order to get here, you have to take either two roads from Queens. You can go through Locust Valley then you go into Suffolk County.

But, anyway this project I'm against because there is too many people, too many cars already in Glen Cove since 50 years ago. None of the infrastructure has gotten much different. The roads are going to be over utilized, going to cost more money. We don't have enough money as it is, so we have a volunteer fire department. That's going to increase expenditures. I don't think it's a good deal for Glen Cove.

I like the development of Garvies

Point. I used to swim there. It's a beautiful park, but it used to be a garbage dump and now it's just a toxic dump.

So they have to do something with it, but I think it's too big. And, believe me, I wouldn't want to live there. It's going to take ten years to build, maybe shorter, and it's going to be noise for me, traffic congestion.

People don't want to come to Glen Cove because there is too much traffic. They would rather go to Glen Head or Pathmark, because Glen Cove is a dead end unless you can have -- it's pretty much people from Glen Head don't want to shop in downtown Glen Cove because there's too much congestion.

Now there's going to be more congestion. People won't want to come here. They'll go someplace else. Who wants to live when it takes an hour to get to Northern Boulevard during rush hour? And now it's going to take more.

Anyway, I'm against this. Thank

you so much.

VICE-CHAIRMAN NICOLELLO: Amy Marion.

MS. MARION: Good afternoon. I would quickly like to address some lines I have in quotes from just right now.

First of all, it was said that we were talking with the redeveloper to donate a piece of equipment. This is not something that has been done yet, it is not a sealed deal, and a piece of equipment for the fire department, that was a very significant and important part of the final environmental impact study that was done here.

So that is not a done deal and you cannot make a decision until that is done.

Additionally, the quote I have is, the financing here "has limited use in New York because of applicable laws and until you as a body have apprised yourself and informed yourself of those applicable laws, you cannot make a decision here. As well, Mr. Rechler himself admitted that the

increased density was the only way that this could "work." Okay?

And, in addition to that, the mayor him himself said some remediation is needed. Well, I'm here to tell you that I read the Army Corps of Engineers dredging impact statement that was just done this past October. And so when we talk about the public amenities here, and we talk about the esplanade and the parks, if you haven't seen the area, that entails the esplanade and the bulkhead having to be rebuilt.

The bulkhead is $200 million to be rebuilt. That's the estimate of that being rebuilt. Before that can be rebuilt, the Army Corps of Engineers has said the dredging that's going to occur in this creek is likely to produce contaminants.

So we have that report as of August of 2015. As of May 26, 2016, the DEC reported that there are still hot spots of contaminants. As well, the EPA has still not cleared this land.

Additionally, and I say this with

all due respect to past Legislator Yatauro who got up here and was politically trying to influence this body by stating all of the nice things that Mr. Rechler has done, and by referring to the children's museum, as a point of order, her comments there, because it was trying to politically somehow influence this body should absolutely be stricken.

Additionally, the Town of Oyster Bay in a letter, May 16th, stated in no uncertain terms that the storm water management plan for a development of this size was absolutely incompetent and that, in fact, that there were critical coastal resources that are being jeopardized by the present plan. This is from the Town of Oyster Bay.

If all of you on this Legislative body have not informed yourselves and read these reports, then you are not in a position to be voting on this, with all due respect.

Presently before this Legislature

is a request to accept reduced taxes as an affected tax jurisdiction.

I stand here representing more than 150 individuals who are also Nassau County taxpayers, and to not agree to waive taxes which they would and should be receiving pursuant to the long standing contract for this land, the land development agreement, as well as the long standing representation --

CLERK PULITZER: Ma'am, your time is up.

MS. MARION: I respectfully ask for additional time to finish what I have to say. Pursuant to the long standing contract here as well as the long standing representations made to the public officials regarding this project, as well as the facts that the city officials made to the public in public hearings.

The City of Glen Cove is agreeing to take on debt, and, in doing so, even after being admonished by the New York State Comptroller that the city should not use the

proceeds from this land to balance its budget for this year.

Now, in direct contravention to this land development contract, and in direct contravention to the State Comptroller's warning, the city is agreeing to take on debt to induce the $13 billion company to stick with the project, touting that the developer has already invested $40 million.

When you compare the $40 million to the $200 million that the bulkhead is going to cost --

CLERK PULITZER: Ma'am, your three minutes have expired.

MS. MARION: I'm asking for additionally --

CLERK PULITZER: You already have.

CHAIRWOMAN GONSALVES: Just wrap it up. You had your three minutes and we allotted you additional time. I'm asking you respectfully to wrap it up. If not, then we're going to call the next person.

Wrap it up.

MS. MARION: I will respectfully wrap it up and tell you that procedurally you cannot vote on this because the master tax agreement was submitted to this Legislative body and it was dated August 1st.

It was first submitted to this Legislative body on July 25th attached to the resolution before the Rules Committee voted. The Rules Committee then voted. Then it was -- a revised master tax agreement was filed at 7:40 PM on Friday July 29th.

Thus, the resolution that the Rules Committee voted on to allow this body to now vote should be annulled because it is procedurally defective because it in fact voted on a master tax agreement that was not filed within seven days prior to Legislative approval.

VICE-CHAIRMAN NICOLELLO: Thank you. Let's move on.

LEGISLATOR SOLAGES: Legislator

Nicolello, can we get an opinion from the County Attorney's Office?

VICE-CHAIRMAN NICOLELLO: Yes.

LEGISLATOR SOLAGES: Ms. Marion mentioned some very important procedural issues. I would like to hear from the County Attorney's office on those issues.

CHAIRWOMAN GONSALVES: When the time comes.

LEGISLATOR SOLAGES: Before hopefully a vote, correct?

VICE-CHAIRMAN NICOLELLO: I think as we said before we have the issue that has not been resolved, so I don't know that it's going to be voted on today.

CHAIRWOMAN GONSALVES: We have issues that we need to get answered before we do it, okay? I think that Legislator Bynoe knows what we're talking about. And I think Legislature Curran also knows what we're talking about.

Until then we are moving along with the testimony and I think those who have been waiting here a long time should

have the opportunity, each and every one of you to adhere to the three-minute rule.

I know you are very anxious to say everything that's on your mind, but I think you also have to be cognizant of the fact that there are others here who have a right, who have a right to get up there.

I can cut public comment if I wanted to, but I'm not doing it in this case.

LEGISLATOR SOLAGES: Can we add the opinion?

CHAIRWOMAN GONSALVES: Hold on. I heard you, Legislator Solages. But I want those who put in the slip and Deputy Presiding Officer Nicolello have several who have not been given the opportunity to speak and, until then, that's when we can do what we have to do, okay?

LEGISLATOR SOLAGES: Thank you.

VICE-CHAIRMAN NICOLELLO: Tawan Weber?

MR. ALEXANDER: I would like to speak if that's okay?

Full Legislature/8-1-16

VICE-CHAIRMAN NICOLELLO: They're both from Vision Long Island.

MR. ALEXANDER: Yes, we have a slip in for the organization. Eric Alexander, director of Vision Long Island. Not a Glen Cove or Sea Cliff resident.

We are here to support the Garvies Point project. It's been 20 years of public meetings. We've observed the master plan with heavy public involvement.

In 2011, 2012, 135 page GIS was approved through the city. Mayor Spinello was duly elected, worked with the developers to make changes and throughout this 20 year process, we've observed the federal, state and county officials working together on redeveloping the waterfront.

We have seen massive EPA cleanup which would not occur without the private investment occurring and tied to the city's actions. Glen Cove Ferry viable, moving forward. A waterfront park, investment in roads and infrastructure, tax revenue would not be there and has not been there for the

last 30 years. Construction and permanent jobs and union jobs and a local Long Island developer investing in the community. Dole /ER investing if the community.

We have also seen a reduction in the overall footprint of the development and a mix of housing product. Again, some of it not as affordable as some of us want, but clearly there.

The public benefit pound for pound is superior than other projects that have received IDA benefits across Long Island, the Sororta Project in Islip, an outlet mall in Deer Park, the project in Long Beach that was defeated, pound for pound the public benefits do hold up. Could they be more, could they be this? Certainly.

That gets us to the question of other scenarios. After 20 years, this is the scenario. You're either for this development or you're not. Look. There was a discussion 20 years ago. A former mayor said, let's do a mall by the sea. That

wasn't viable. Okay? A mystic seaport, we don't know of a not-for-profit developer that's going to build a mystic seaport. If you know of that and the community wants that, that's great, then suspend the process and start over. If that's what folks want to do. But, right now, this is viable.

Now the question that we are asking is, are folks going to be moving into these units? There are 12,000 units trans-oriented development that have been approved across Long Island. The ones that are built and up and running which is way more than half of them are 70 to 90 percent filled. And in many cases very quickly. So there are people that do want this type of living.

Now, accepted. Most Long Islanders probably don't. They want to live in their single family home and that's okay, but there should be alternatives for folks who don't.

So I would also say related to the TIF legislation, it was questioned that

it should not be used. New York State did pass legislation that now TIFS can be used in New York State and they are used in creative redevelopment projects all over the country.

So I'm going to close and stay within my time, because obviously I know that's an important thing here.

I recognize that Long Island easily has embraced small and medium scale projects. We have seen 50 of the last 64 public hearings for the right for development of housing and has had more supporters than opponents. We get that.

Having said that, large scale projects are always --

CLERK PULITZER: Your three minutes have expired.

MR. ALEXANDER: -- 20 years is a lot of time for process and 20 years is, there is a project on the table, frankly it should be celebrate and not opposed. Thank you.

VICE-CHAIRMAN NICOLELLO: Thank

you, Eric. Kristie Paget.

MS. PAGET: Good afternoon. I don't have a lot to say, I just want to let you know that I am a Nassau County resident. I oppose the Garvies Point project and all of its overdevelopment size that they're proposing. I cannot fathom who will flock to purchase high end condos on top of a super fund site.

I don't care what kind of water views you have over there. It makes no sense. I think the county is putting everybody in jeopardy if you support the project. Our taxes are high enough.

I implore you to vote no. This does not make sense. A smart bill makes a lot of sense, but not this. Thank you.

VICE-CHAIRMAN NICOLELLO: Meta J. Mereday.

MS. MEREDAY: Meta J. Mereday, Baldwin, New York.

As I stand here just taking my own moment of silence for the loss of Tuskegee Airmen, Julius Freeman, I don't

know if that was mentioned earlier, one of my ongoing concerns from the time that I've sat here is that I have not heard anything yet that pertain to, even if this project goes through, what is the inclusion, once again, for veteran owned businesses, minority women owned businesses.

It just boggles my mind that, you know, these certain hotbed issues kinds of brings out residents when the ongoing processes that take place in this legislature just continue to drain our coffers and chase away our students.

I, for one, my own Godson, who graduated from RPI with a bachelor's in engineering is now working in Hartford, Connecticut because he couldn't find a job here. And most of his classmates who were successful in graduating from Freeport High School are working in various and sundry locations outside of this area.

So, to the project at hand, just hearing the conversation, and, again, the previous speaker, I wholeheartedly agree

with her because, again, the issue about the remediation, because that was also slid into the conversation that part of that funding would address some of those issues and remediation was one of those.

We also have a contamination are in northern Baldwin that we can't even put a park there because of the level of contamination. And the fact that we have an area that has super fund classification and you're still waiting for a report from the EPA, it just boggles my mind that you would even consider that.

Not only that, being a first responder and being down at 911, I'm really not impressed about the view from the observatory. I can't even get there without having major physical and emotional trauma from my experience there.

So, the whole RXR scenario and what they've done and what they're doing, it really doesn't impress me. When you look at the paper, read the paper about North Hills, and I know this group is over here caucusing

and being rude and disrespectful, I'll get over it, it's not like it hasn't happened before. And I'm not saying up there, I'm saying back here in the audience, because they have made snide comments.

When their side has gone over the time because the mayor, the developer, the bank, everybody else got time to say what they needed to say, rebut what they needed to rebut, and you're cutting off the taxpayers, the residents, those who have stuck through thick and thin in their own respective jurisdictions, and now you're sticking to the three minute rule, again, that is disgraceful to me.

So let's talk about all of this largess that we received and then we see in the paper, and you know me about putting up Newsday, because, again, those additional tax breaks that come in later, let's talk about the coliseum projects and those related projects.

CLERK PULITZER: Your three minutes have expired.

Full Legislature/8-1-16

MS. MEREDAY: The residents in North Hills who are challenging RXR and the fact that they are now getting tax breaks for that. So where is this perceived money going to come from? Who are these people who are going to be paying for the residents?

The newspaper may say that we're getting an increase in jobs on Long Island, but they're lower income jobs. That means that somebody is still going to be living in somebody else's home on somebody's else's dole.

And, again, there is no issue of affordable housing. The people that you're looking at, as far as the middle class, can't live in these condos. Okay? You have a development coming up. You're building out Roosevelt Field. You've got a development coming up with stores and locations in Uniondale with the coliseum that you didn't give the Uniondale residents the $10 million they were promised by a developer, so, again, what guarantees are

you going to be giving?

CHAIRWOMAN GONSALVES: Ms. Mereday, please wrap it up.

MS. MEREDAY: I am wrapping up as you well know and I'm going to keep on speaking until you let me finish what I have to say because I'm not going to allow you to take ten minutes to tell me that I need three. I am being respectful but enough is enough.

These residents over here had an opportunity that they had information to share and they were cut off if the opportunity to share it. So all of you going to make your decisions anyway to vote yes because of your own situations and your own balances and things that you get from the political maneuvering.

CHAIRWOMAN GONSALVES: Now you've said it all.

MS. MEREDAY: I have no problem with saying it.

CHAIRWOMAN GONSALVES: That's it. Wrap it up.

Full Legislature/8-1-16

MS. MEREDAY: Then let me wrap it up.

CHAIRWOMAN GONSALVES: And that means one sentence.

MS. MEREDAY: Then let me wrap it up. I can make a long sentence. I'm a long form writer and I can keep on talking without a comma and without a period if I need to do so. So you said one sentence.

My request, a recommendation and strong suggestion is that you, as a body, look at the details with regard to this because we have enough issues with the plume in Bethpage and all the other cancers and cancer related areas in this area that you support this, it will be a major problem and give everyone their fair due to speak and say what they need to say. Thank you.

CHAIRWOMAN GONSALVES: Fine. Thank you. Nicole Loizides.

MS. LOIZIDES: Thank you so much. This is exhilarating. I first want to say with all due respect that this obviously has been going on for 20 years. That it has

been going on for 20 years is just shocking to me that I would expect more of innovation to this project than what is currently being suggested.

Plus, as far as tax revenue and more money coming in, we all know that retail is on a fall and people are paying more into experience right now. This is a fact.

My name is Nicole Loizides. I'm a homeowner and small business owner as well as a private contractor living in Glen Cove.

I'm here today, although I wait with anger and panic regarding how the Garvies Point project is unfolding.

I want to offer insight as to what the citizens of Glen Cove are talking about on a day-to-day and minute to minute basis. Including right now as we speak live streaming.

I'm originally from Huntington, I live in Glen Cove for the last two years. I lived in Sea Cliff for five years.

The reason I chose to live in

this area is because it was quiet as many of the residents have said.

This has been the main point of thousands of Glen Cove residents who oppose the enormity of this Garvies Point plan.

I need to say that none of us oppose workers come to the site. None of us are opposing the development. None of us are opposing, in 2016 that a U.S. citizen not work. That is not the point.

The point is the enormity of this project and the harm that it will bring to it this area that will not be reversible.

I have traveled for 20 years, 6 continents over 40 countries, performing and meeting country leaders, choreographing and directing some of the world's largest shows to date.

When I travel in America, what draws people and makes people flock to unique areas are the unique history which we have in Glen Cove. The certain maintenance and the feeling of respect for the land that they utilize. That's what brings people

there, as well as the food.

What I see happening on Long Island, as many of you do, is that there are many, for lack of a better way to put it, cookie cutter developments being put in. Cities within cities. More retail shops in which many of them are closing. The entirety of the west side of Manhattan is in the process building as well as Brooklyn.

The very reason our home is so precious is because we can start from scratch as was pointed out before. We are looking to build and develop an area that is on its own. There are communities 50 feet from there. So don't let it be stated that this -- it stands on its like its own little island, it's not.

50 years ago, Glen Cove was a destination from knowing and working with some of the countriest, wealthiest, I've seen first hand how popular and advantageous an area can be when you add entertainment. Way more than hotels and casinos combined. There is much more revenue from

entertainment.

I do not believe in the enormity of this project as currently proposed and I certainly would vote no to the pilots especially when the idea offers no originality and completely disregards the opinions of Glen Cove residents.

With all due respect, Mayor Spinello, you hold the diamond in the rough here, and this is a point that could be made to the entire east coast of the United States.

CLERK PULITZER: Your three minutes have expired.

MS. LOIZIDES: Thank you. I understand that we need an increase in residence but I really believe it could be more of a destination and less money can be put into it, clean it up, bring people out, it could really be a shining star that would attract tourists from all over the place. I'm talking about Cirque De Soleil, and I'm talking about Broadway and huge projects that I've been personally involved in. I

would do this for free to be able to connect the citizens to this. You can employ just as many, if not more people, within a theatre that attracts tourists from all over the place.

You have people working there, you've got -- you can employ veterans, you can start an arts and education program, you can build the city from the children up, and this is what I firmly firmly believe in, this is my life passion, 40 years.

I really hope that you will think about this and that, obviously, this has been on the plate for 20 years, something has to change, and I hope that you will take that into consideration. Thank you.

CHAIRWOMAN GONSALVES: Thank you.

That ends the requests for public comment. I have to say thank you to all of you who were extremely patient and waited for the opportunity to get your voices heard.

Now you're going to hear something else from me. We are waiting at

this particular time for additional information. It has not been forthcoming at this point.

At this time, until physical we get the information that was requested, I'm going to ask for a motion to table.

Motion, please.

LEGISLATOR GAYLOR: So moved.

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Gaylor, seconded by Legislator Dunne. All those in favor of tabling this item signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

We are tabling.

Now, that does not mean, and we will be here for at least another hour or so. I am not going to adjourn this meeting. I'm going to recess this meeting so we can entertain this item at another date once we get the information, the information that we have requested.

This is the thing that we, as a body, are obligated to do on behalf of not only the residents of Glen Cove, but the residents of Nassau County as a whole.

This is usually the way we do things. We request information and it's not forthcoming, the only opportunity we have is to table. And my apologies to the mayor and those who have been here for a while.

I have now made a motion to table there is no further discussion and that's it. We're going to be here for at least another hour and possibly we will get the information we are seeking.

So we're not saying no to the project, we're not saying yes, but we are saying get us to the information that we have requested.

So we're going to move on mayor. I know we would all like to say what we have to say but we have a lot on the calendar and we have time to get this information if it's not forthcoming, this meeting will be recessed. That's why it was important for

us to hear all of the testimony today, so people who can't come back for the next time don't have to worry about having their voices heard. Yes. It will be if it's satisfactory to us then it will be. We don't know what that information is. And I'm telling you right now, it is now 5 o'clock. I have a lot on this calendar and another meeting that was recessed that I have to reconvene.

So it's possible that we're going to be here for a while. So I don't know if we're going to get that information and if we don't get it, guess what? It will be postponed for another day.

MS. MARION: So does the public stay or does the public go?

CHAIRWOMAN GONSALVES: That's up to you, your decision. Amy, that's your decision. Amy, I need to move on. I cannot say definitively we're going to get this information today. It's now after 5 o'clock.

LEGISLATOR BYNOE: Presiding

Officer, even if we receive it today, this body wouldn't have time to vet it or even really have any kind of analysis done on it.

CHAIRWOMAN GONSALVES: Right now, Siela, it's tabled. Let's take it from there, all right? I think we are being as fair as we can be to everybody involved. I'm sorry. Kevan, let's go. I'm moving on.

MS. MARION: I need to wait for three hours for you to make a decision?

CHAIRWOMAN GONSALVES: I'm moving on. Item 5, Ordinance 93, a bond ordinance for $2,200,000 to finance such expenditures pursuant to the Local Finance Law of New York and the County Governmental Law of Nassau County.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR FORD: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Ford. Who is here to speak on this item?

MS. GOETZ: We have Ken Arnold from DPW.

Full Legislature/8-1-16

MR. ARNOLD: Good evening, Ken Arnold from Nassau County Public Works.

The item before you is a bond ordinance related to traffic signal inspection, phase 5. This is a state funded project. After my last meeting up here I did go back to the state to discuss further what penalties they would have if this project was delayed.

They have insured me while the department had thought if we would be obligated, we would not receive all our funding in return.

They have said that is not the case, that they will re-obligate. However, they appear that their obligation -- the project will not be eligible for any reimbursement of funds. The county has to expend funds to keep it obligated, so there will be some loss of money which I cannot detail how much that would be because the project is not under construction yet.

This is an important project, it's part of signals on Middle Neck Road and

Lakeville Road. It is holding up further resurfacing on Middle Neck Road that is required to be done but we cannot do that work until the signal work is completed as there is a conflict

LEGISLATOR CURRAN: Hi, Mr. Arnold. What is the drop dead date for missing out on federal money for this?

LEGISLATOR CURRAN: There is no drop dead date. This project as I mentioned is already delayed. At some point, I would think in the next two or three months they will de-obligate the funding, but there is no drop dead date when that will occur.

LEGISLATOR CURRAN: So sometime within the next two or three months?

MR. ARNOLD: That is correct but also understand that this project cannot really occur during the winter so it's in the best interest to get this project started as soon as possible.

If we don't start the project by October, this project won't go into construction probably until April of next

year which then we'll definitely be looking at de-obligation.

LEGISLATOR CURRAN: And de-obligation means that we're not going to get the money?

MR. ARNOLD: What the state has told me is that they will de-obligate the funds means that we can not look for any reimbursement during the time period of de-obligation. We can ask them to re-obligate the project, but in that period of time when it's de-obligated, those funds will not be reimbursable by the state.

LEGISLATOR CURRAN: Okay. So when you say start the work by October, that means the approval would have to come in September?

MR. ARNOLD: I would need -- if we don't get bond ordinance today, I would think that we would not start till April because I still have some approvals to get these contracts through and that I would do over the next month period. So it's a very tight time frame. So if I don't get bond

ordinance today, it's very unlikely that we would be able to stop by October.

LEGISLATOR BYNOE: Thank you.

CHAIRWOMAN GONSALVES: Thank you, Mr. Arnold. Any one else? Legislator Ford.

LEGISLATOR FORD: So if we get de-obligated by New York State, do we then have to reapply to see if we could get the funding or is that always a given that you would get the funding?

MR. ARNOLD: The way they word it to me is that we would have to do the project during its de-obligated period. Put in the expenses that shows that we have a good faith effort that we're doing the project, and then they would re-obligate the funding.

But, during that period of de-obligation, those expenses will not be reimbursable.

LEGISLATOR FORD: So it would be something if we had to spend a million dollars, we would not get that back from New York State?

Full Legislature/8-1-16

MR. ARNOLD: Right. Now we would look to limit the damage of course, to as little as possible, but I can't guarantee how long it would take to get the project re-obligated once I deal with the state.

LEGISLATOR FORD: So what happens if we don't do this at all, and then -- so then, like, even next April, you're not even finishing the traffic signals, you can't repave. What happens, then we have to restart this process all over again?

MR. ARNOLD: We have bid this project. We have a contractor lined up. Probably would have to rebid the contract. I can't guarantee what the bid prices would be or how that would affect the budget.

LEGISLATOR FORD: Thank you.

CHAIRWOMAN GONSALVES: Minority Leader.

LEGISLATOR ABRAHAMS: Thank you, Madam Presiding Officer. Mr. Arnold, I just want to make sure I understood because I was listening to the question and answer with regard to Legislator Curran.

Full Legislature/8-1-16

So there isn't a drop dead date to the grant fund or is there?

MR. ARNOLD: No. The state has told us that at some point they will look to de-obligate this contract.

LEGISLATOR ABRAHAMS: At some point, what does that mean?

MR. ARNOLD: I would think that this job, if they don't see progress at our next quarterly meeting, there will be conversations about de-obligation of funds.

LEGISLATOR ABRAHAMS: Did they say that or did you say that now?

MR. ARNOLD: They have indicated to us.

LEGISLATOR ABRAHAMS: Did they indicate that in writing by emailing, by letter?

MR. ARNOLD: No.

LEGISLATOR ABRAHAMS: So they said it over the phone?

MR. ARNOLD: Correct.

LEGISLATOR ABRAHAMS: So there's nothing that you can prove to this

Legislature that there will be some type of de-obligation happening?

MR. ARNOLD: I cannot guarantee a hard date of when they're going to de-obligate.

LEGISLATOR ABRAHAMS: So they can de-obligate in December, January?

MR. ARNOLD: Correct.

LEGISLATOR ABRAHAMS: April? So it doesn't seem to me that this Legislature is jeopardizing anything to insure that -- I don't want to get into that debate today. It's been a long day.

But we are jeopardizing a whole lot more by not having the proper contract. Do we really want to go into that debate today?

What I will say is, it doesn't seem like action not taking place today and say it doesn't take place at the end of the year or next year, I don't see any evidence that's been presented to this Legislative body today that indicates that we are subject to any level of de-obligation from

the state. I don't see a letter, an email, or anything.

MR. ARNOLD: All I can tell you is that once we get de-obligated, the county will expend funds and not be reimbursed to bring the --

LEGISLATOR ABRAHAMS: And Mr. Arnold, no one disagrees with you that when that de-obligation happens that that will happen. But you have not provided any evidence that that will happen today, tomorrow, next month or the month after.

MR. ARNOLD: And also let me just say --

LEGISLATOR ABRAHAMS: Am I incorrect by saying that?

MR. ARNOLD: I will not disagree, no. But let me also bring up the point that these contracts that are part of this project that are reviewed by the state and the procurement is reviewed and approved by the state.

LEGISLATOR ABRAHAMS: Okay. But I don't see any evidence that de-obligation

is going to happen next month, next year, I don't know. I think there's a risk in everything. There's a risk by not having proper contract reform. There's a risk in a lot of things.

But I will say this, I don't see any risk in this body not acting today to insure that the people of Nassau County have their voices hearing in regard to contract reform.

CHAIRWOMAN GONSALVES: If these projects are important to many of our districts and if you don't see the futility involved in this, that's not my problem, not Mr. Arnold's problem, it's your problem. I'm sorry, but this has been a long day for all of us, not just you.

LEGISLATOR ABRAHAMS: I have to correct the record, first of all, let me correct the record. I hate to take a shot at the presiding officer with her bad back and all that, but I will say --

CHAIRWOMAN GONSALVES: I've got a cane, be careful.

Full Legislature/8-1-16

LEGISLATOR ABRAHAMS: I will say this, let me correct the record. Our position has nothing to do with the merit of these projects. We actually believe traffic signal maintenance and many other projects carry a lot of merit. That is not the issue.

The problem is, and you guys want to ignore it, but the problem is the county does not have a substantial adequate contract reform that is necessary to protect the taxpayers of this county.

Short of that, we cannot support projects and bond for projects which we know full well will come back to this Legislature in the form of the Rules Committee for subject to vote for these particular contracts without having the proper reform. That's what this is about.

So please don't say that we don't see the merit or the good in these projects. We see the good. We want to vote for these projects. But we cannot vote for anything blindly realizing that we do not have the

reform necessary to make sure that this is possible.

CHAIRWOMAN GONSALVES: Okay. You said what you had to say.

LEGISLATOR ABRAHAMS: And just for the record I want to also indicate, I don't know if she's here today, but Ms. Donna Myrel who is the new Inspector General, or Commissioner of Investigations, whatever you want to call it, in the county had a meeting scheduled with me today -- I'm sorry, tomorrow, and in light of the story, I'm guessing, in the light of the story that hit the paper a couple of days ago, suddenly cancelled on me after the meeting was scheduled for weeks.

We all saw in the paper who cancelled the meeting. It wasn't Ms. Myrel. She got a call from Mr. Nevin. Now, to me, it's mind boggling how somebody can claim there's independ -- well, you guys claim that she's independent, and she has a call from the administration on her behalf cancelling the meeting. That is

unconscionable in this day and age. And did not reschedule.

To me, I truly believe we need independence whether you want to advocate it or not.

CHAIRWOMAN GONSALVES: Samantha, relay that disappointment to you know who. I'm not talking to the county executive or Mr. Brian Nevin, I'm talking right to the Commissioner of Investigations. She had a meeting scheduled with him. She should have kept that meeting.

There could not have been anything so imperative that she could not keep that meeting. She could have scheduled something else with Mr. Nevin and I don't think he takes priority. That's my opinion.

I want that relayed to her and let her know that it's not only a disappointment to him but a disappointment to us. So that's it.

MS. GOETZ: I will. I will do so.

CHAIRWOMAN GONSALVES: She's not

to do that again and she's to get back to him as soon as possible to have the meeting with him. Is that clear? If not, I'm going to have a meeting with her and then she's going to be in trouble.

VICE-CHAIRMAN NICOLELLO: I just wanted to add one point which is this, putting aside the motivation for voting no on the bonding and all that, the word risk was brought up. This is a risk here with the delay in public work projects. You may have a worthy traffic safety issue, a road configuration, waiting six or eight months to do it poses a risk to the public.

Aside from any de-obligation or anything like that, we all have projects in our districts that we know need to get done as soon as possible. The longer they get delayed by us not voting is the longer it's going to take to get them done.

There is a risk that what's happening here, it's not even a risk, it's a reality that's going to have negative consequences for the county.

Full Legislature/8-1-16

CHAIRWOMAN GONSALVES: Any public comment?

(No verbal response.)

There being none, all those in favor of Item 5, Ordinance 93 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

Any abstentions?

(Abstain.)

So we have 12, 5, and 1 abstention. So the item fails.

Item 6, Ordinance 94. This is another capital project authorizing $1 million in bonds of Nassau County to finance such expenditures pursuant to the local Finance Law of New York and the County Government Law of Nassau County.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR WALKER: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator

Walker. Mr. Arnold, I guess you are there again.

MR. ARNOLD: Yes. Item 6 is a bond ordinance related to paving markings throughout Nassau County. Like Item 5 it is a state funded project so all my discussion on that point remains the same.

I would just happen to mention on this project though that paving markings are critical for delineation of the roadway and any delay in this project will definitely impair the ability of the lane markings to be redone and could bring liability to the county.

CHAIRWOMAN GONSALVES: Legislator Dunne.

LEGISLATOR DUNNE: The paving markings are schools will be coming in at the end of the month, that kind of paving marking too?

MR. ARNOLD: Yes. We have both long lines which are and the lines on the road, and the markings which include the crosswalks, grid boxes, stop lines.

Full Legislature/8-1-16

The state contract associated with long lines but this money is also used for that other work also.

LEGISLATOR DUNNE: Thank you.

CHAIRWOMAN GONSALVES: Any other questions from the legislators? Legislator Walker.

LEGISLATOR WALKER: Those markings would also be like turning lane markings and so on and so forth on county roads?

MR. ARNOLD: Yes.

CHAIRWOMAN GONSALVES: Thank you. There being no other questions or comments, all those in favor of Item 6, Ordinance 94 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

Any abstentions?

(Abstain.)

12 for, five against, and one abstention.

Item 7, Ordinance 95, another

bond ordinance to the tune of $1,509,000 to finance such expenditures pursuant to the Local Finance Law of New York and the County Government Law of Nassau County. Item 7.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR FORD: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Ford. Mr. Arnold, tell us about this one.

MR. ARNOLD: Item 7 is a bond ordinance associated with a bridge painting contract for the department. In addition to painting the two bridges, there are also safety flags being addressed. As my testimony went beforehand, it is a state contract, and my testimony applies.

CHAIRWOMAN GONSALVES: Failure to pass this item as well as the last one could de-obligate us from the federal funds?

MR. ARNOLD: Yes. The same as I discussed in Item Number 5.

CHAIRWOMAN GONSALVES: And the bridges involved are?

Full Legislature/8-1-16

MR. ARNOLD: It's the two bridges over the Meadowbrook, I think Lindbergh and Earl Ovington. Are there any other comments or questions from the legislators?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of Item 7, Ordinance 95 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

Any abstentions?

(Abstain.)

We have 12, 5, 1. Okay.

I'm going to item 8, Ordinance 96, I need a motion to suspend the rules.

Motion, please.

LEGISLATOR DUNNE: So moved.

VICE-CHAIRMAN NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello. All those in favor of suspending

the rules signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The motion to suspend the rules passes unanimously.

Now, for 8, which is Ordinance 96, another bond ordinance for $25,250,000 to finance such expenditures pursuant to the Nassau County Law and the County Government Law of Nassau County.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR GAYLOR: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Gaylor. Here we go, another one for you.

MR. ARNOLD: Item 8 is a bond ordinance for two projects, Sea Cliff sewers and pump station rehabilitation. Sea Cliff sewer project would be the connection of the downtown already completed sewers to Shore Road's pump station that will allow service to that community and the pump station

project is upgrading of various pump stations, the majority which are in the Glen Cove district, that are maintenance heavy items, and not up on our current standards in codes.

CHAIRWOMAN GONSALVES: Legislator DeRiggi-Whitton.

MR. ARNOLD:

LEGISLATOR DERIGGI-WHITTON: Hi, Mr. Arnold. Are the buildings -- is the sewer all set to go, have all the buildings been hooked up?

MR. ARNOLD: Are you talking about the Sea Cliff sewers?

LEGISLATOR DERIGGI-WHITTON: Yes. How many hookups have you had so far?

MR. ARNOLD: I'd have to talk to the health department, they regulate that.

LEGISLATOR DERIGGI-WHITTON: I don't think we've had any. Nothing has been hooked up yet because we have to get grants to help all the businesses and everything else. I'm hearing it could be up to $30,000 each. So we have no money to hook up any of

these residents or commercial buildings yet.

So it's not ready to go. I really do want it to happen one day, but I can tell you right now that nothing is hooked up yet. You kind of misrepresented it saying it was ready to --

MR. ARNOLD: I did not misrepresent it.

LEGISLATOR DERIGGI-WHITTON: Saying it's ready to go, it's not.

MR. ARNOLD: They requested that the department put in a bond ordinance to build the project.

LEGISLATOR DERIGGI-WHITTON: Right. But you just said that we can have the sewage go. It's not ready to go because nothing has been hooked up yet.

MR. ARNOLD: Well, the project itself is going to take over a year to construct.

LEGISLATOR DERIGGI-WHITTON: Right. But the sewer that's there now, the pipe there now in Sea Cliff Avenue, there is nothing hooked up to it yet. We have to get

grants to hook up the buildings to the sewers.

MR. ARNOLD: I would defer to the health department, but my understanding is, if you make sewers available, it is the obligation of the property owners to connect, regardless of grant or no grant.

LEGISLATOR DERIGGI-WHITTON: Because it cost $30,000 per household. So we are trying to get grants.

MR. ARNOLD: I'm not going to argue.

LEGISLATOR DERIGGI-WHITTON: There's nothing to argue about, but I'm just saying we are so far away.

CHAIRWOMAN GONSALVES: I want to clarify something. Many of our communities in Nassau County were obligated to hook up to the sewer system and we had to pay to do it. Okay?

LEGISLATOR DERIGGI-WHITTON: We don't have the money right now.

CHAIRWOMAN GONSALVES: Do you think the homeowners had the money to do it?

Full Legislature/8-1-16

LEGISLATOR DERIGGI-WHITTON: No. It's $30,000.

MR. ARNOLD: Presiding Officer, may I say something?

CHAIRWOMAN GONSALVES: Yes, you may. It's your turn.

MR. ARNOLD: I would ask the Health Department, when we did the Burchess Project, once sewers are available, people have a year to connect regardless of this grant funding or not.

LEGISLATOR DERIGGI-WHITTON: But it hasn't in Sea Cliff.

VICE-CHAIRMAN NICOLELLO: Madam Presiding Officer?

CHAIRWOMAN GONSALVES: Yes, go.

VICE-CHAIRMAN NICOLELLO: There's no urgency to this matter and you had the mayor of Sea Cliff saying that there was. So I don't know who to believe.

LEGISLATOR DERIGGI-WHITTON: We would like to have it done, but it's another problem. I know what you're saying. I would like to have it done, but it's not

going to be done immediately because no one is hooked up yet, so it's going to take a while.

CHAIRWOMAN GONSALVES: I'm going to say to you again that we as homeowners are obligated to hook up and we had to pay for the hook up. That's it.

LEGISLATOR DERIGGI-WHITTON: But I'm just saying, it's not as if all of Sea Cliff is hooked up. Unfortunately it hasn't happened yet.

CHAIRWOMAN GONSALVES: Legislator Ford.

LEGISLATOR FORD: Mr. Arnold, you also indicated in your statement before about this bonding, that there were pump stations involved as well?

MR. ARNOLD: There's a second capital project on this same item which is pump stations that require rehabilitation. They have various concerns for the department, whether it's back up generation, communication, age of the equipment and that's also part of this item.

Full Legislature/8-1-16

LEGISLATOR FORD: And where are they, are they pumping sewage now?

MR. ARNOLD: Yes, they are. And a majority of them are located in the Glen Cove District that the county took over.

LEGISLATOR FORD: So there might be some environmental concerns in regard to these pump stations?

MR. ARNOLD: There has been sanitary overflows when these pumps have gone down.

LEGISLATOR FORD: So we don't have to worry about the environment up in Glen Cove. All right. Works for me.

LEGISLATOR RHOADS: Just one quick question. Mr. Arnold, when you say sanitary overflow when one of these pump stations go down, what exactly do you mean by that?

MR. ARNOLD: If the pump station fails, back up power fails, back up generation does not work, the sewage will come out of the wet wells and run into the street drains.

Full Legislature/8-1-16

LEGISLATOR RHOADS: So you actually get sewage running into the streets?

LEGISLATOR DERIGGI-WHITTON: Which pump is that? Which pump station is that?

MR. ARNOLD: I would have to look at my notes but I believe one or two stations have had issues.

LEGISLATOR DERIGGI-WHITTON: I would love to see these projects go through. Don't get me wrong. I just didn't want it to be misrepresented that Sea Cliff Avenue was ready to go. It's not. And that's another issue. I would really hope that we will try to get some federal funding for it and I understand that other places have paid for it, but it's just such a burden on our district.

Anyway, again, I would love to see this go through but we need to have some kind of reassurance that these contracts are being handed out properly.

From what I hear with the Newsday

article and what just happened with the Minority Leader, we don't have any independent oversight, and, until we do, as much as I care about the environment and I care about my district, we have to get this.

I don't understand. It's so much easier for you guys to approve what we're asking for which is a contract for an independent overseer, Inspector General, or we would even take somebody else as long as they had -- as long as we're protected by a contract.

It would be easier for you to just basically go ahead with contract reform which is what we have been asking for for months and then we can go ahead with these contracts and then we all know that the county money is being spent correctly.

CHAIRWOMAN GONSALVES: Let's move on. I'm going to gather that we have several more of these bond ordinances. Are we wasting our time at this point?

We will call them. We will have Mr. Arnold talk about them. And we will

move on with each and every one of them.

I have news for you. The hour is 5:30. I don't know whether you like it or not. But sitting here almost five hours is not a picnic.

LEGISLATOR ABRAHAMS: I agree with you. I will say this, and, to me, I don't understand, some of this stuff was a part of the capital plan which we voiced our concerns on why we were hesitant about the capital plan -- I'm sorry, the capital budget.

What I want to say is that some of these items have been singled out and they have been presented on the calendar now more than once.

Our position hasn't changed. I thought we have been very consistent over the last six months on where we stood on this issue.

I think this would be more beneficial, Madam Presiding Officer, I think that you and I should meet so we don't -- Norma, I called you, I don't want to say too

much on that, but I will say what we should do is meet. Because I don't see the point of taking a half hour, 45 minutes out of a meeting, and you know where we stand, and I know where you stand.

So I don't know if you guys are trying to do it to make us look like we're voting no to this stuff.

LEGISLATOR RHOADS: You are voting no. And the public deserves to know though that when you take the position in the newspaper that you're in favor of a project and then when that project comes up for a vote in this legislature and you vote squarely against it after you have made publicity in newspapers --

LEGISLATOR ABRAHAMS: But you know why we're voting no. Do you understand why we're voting no?

CHAIRWOMAN GONSALVES: No. Okay.

LEGISLATOR RHOADS: One day it's about the financing, one day it's about the oversight of contracts.

LEGISLATOR ABRAHAMS: We've been

pretty clear about contract reform.

CHAIRWOMAN GONSALVES: I said that's enough. I'm sorry. Deputy Presiding Officer.

VICE-CHAIRMAN NICOLELLO: Just real quick as why these keep coming up and why we would do something like that. In fact, there was an issue, a bond issue with respect to computers inside of police vehicles that you voted no for and voted down, we brought it back up and you voted for it.

And there is also the armor for police officers which you voted no, and in committees you voted for it. So we think there is a chance that maybe you will see the light of day. That's the reason you're seeing these things over and over again.

We think each one of these things are important, some more than others maybe have more urgency, but the reason you're seeing them again is because there has been a little bit of movement.

LEGISLATOR ABRAHAMS: Rich, you

know what, that's fair. I think, like I said before, I will reach out to the Presiding Officer tomorrow morning and we can -- I will put you in the same realm as the Commissioner of Investigators. All right. So we'll give it a week and we'll both cool off. I'm very cool. I'm very okay to be honest. You're right. You pulled a Becker on me. But we will schedule a time for us to meet.

CHAIRWOMAN GONSALVES: Item 8, Ordinance 96, roll call, please. Just do it. There is a request for a roll call.

CLERK PULITZER: Deputy Presiding Officer Nicolello?

VICE-CHAIRMAN NICOLELLO: Yes.

CLERK PULITZER: Alternate Deputy Presiding Officer Kopel?

LEGISLATOR KOPEL: Yes.

CLERK PULITZER: Legislator Siela Bynoe?

LEGISLATOR BYNOE: No.

CLERK PULITZER: Legislator Carrie Solages?

Full Legislature/8-1-16

LEGISLATOR SOLAGES: No.

CLERK PULITZER: Legislator Denise Ford?

LEGISLATOR FORD: Yes.

CLERK PULITZER: Legislator Laura Curran?

LEGISLATOR CURRAN: Abstain.

CLERK PULITZER: Legislator C. William Gaylor, III?

LEGISLATOR GAYLOR: Yes.

CLERK PULITZER: Legislator Muscarella?

LEGISLATOR MUSCARELLA: Yes.

CLERK PULITZER: Legislator Ellen Birnbaum?

LEGISLATOR BIRNBAUM: No.

CLERK PULITZER: Legislator DeRiggi-Whitton?

LEGISLATOR DERIGGI-WHITTON: Did we have public comment on this?

CHAIRWOMAN GONSALVES: We're voting, let's go.

LEGISLATOR DERIGGI-WHITTON: Without public comment, okay, then I vote

no.

CLERK PULITZER: James Kennedy?

LEGISLATOR KENNEDY: Yes.

CLERK PULITZER: Legislator Laura Schaefer?

LEGISLATOR SCHAEFER: Yes.

CLERK PULITZER: Legislator Dennis Dunne?

LEGISLATOR DUNNE: I don't want to see sewage in the streets in Glen Cove or any street so I vote yes.

CLERK PULITZER: Thank you. Legislator Judith Jacobs is absent. Legislator Rose Marie Walker?

LEGISLATOR WALKER: Yes.

CLERK PULITZER: Legislator Donald MacKenzie?

LEGISLATOR MACKENZIE: Yes.

CLERK PULITZER: Legislator Steve Rhoads?

LEGISLATOR RHOADS: Yes.

CLERK PULITZER: Minority Leader Kevan Abrahams?

LEGISLATOR ABRAHAMS: No.

Full Legislature/8-1-16

CLERK PULITZER: Presiding Officer Norma Gonsalves?

CHAIRWOMAN GONSALVES: Yes. What do we have?

CLERK PULITZER: 12, 5, 1 abstention.

CHAIRWOMAN GONSALVES: Failed by one vote.

Let's go. Item 9, Ordinance 97, another bond ordinance for $5 million. Mr. Arnold, explain what this one is about and we shall move on as quickly as we can.

MR. ARNOLD: Item 9 is the bond ordinance associated with the traffic signal reconstruction and modification. It is the capital project that the department uses for all signals that need to be reconstructed, new signals or any modification based on safety concerns and complaints.

CHAIRWOMAN GONSALVES: I'm sorry, a motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by

Full Legislature/8-1-16

Legislator Dunne, seconded by Legislator Nicolello. Go ahead.

LEGISLATOR DUNNE: These are the larger LED lights, is that them?

MR. ARNOLD: Yes. These are the traffic signals at the intersections. It also deals with any type of electronic device that will be on a county road, whether it's a speed awareness device, it could be a flashing beacon or anything of that sort.

LEGISLATOR DUNNE: I understand that because they're larger lights, being LED, they're brighter, the accidents have cut down on Hempstead Turnpike?

MR. ARNOLD: Well, Hempstead Turnpike, that's a state road, so that would be data from the state. But my understanding is Chris Mistron would have a better understanding of those details.

LEGISLATOR DUNNE: But people see it from further away and they're more likely to pay attention to the light.

CHAIRWOMAN GONSALVES: Anyone

else who has a comment?

(No verbal response.)

Any public comment? Go ahead, Ms. Mereday.

MS. MEREDAY: I don't need that much at this point. With regard to the traffic safety and the previous one and the bond issue, again, the public has a right to know in terms of how these funds are being broken down and how these contracts, whether they -- when they ever get approved.

In terms of the utilization of funds outside of the county, if it's state and federal, I have continued to request -- and I don't really feel that I need to take the time since I sit here for the six plus hours and you all have gotten your increase that you are making money as well as your staff, I'm not making a dime standing here, or whatever it is, you all are still getting paid something. You're getting paid something and I'm not making anything, but the way you all keep voting, my taxes are going up. So I'm going to have to do

something at some point.

So, what I'm saying is, so I don't use up my time, is that if we not start to put some classifications together to get veteran investment and economic development and business development in this county, we are going to continue to lag behind, because New York state in total is no longer basically known as the Empire State, it's known as the embarrassment state.

We have got situations now where we are behind every one else in the country and particularly as it pertains to our veterans and the fact that we have so many in Nassau County, and about the only time you see any recognitional classification, and it's not to take anything away from the memorials in the parades, but we have got to do a better job to build the businesses.

We have no directory in New York State and no directory in Nassau County. And to Legislator DeRiggi-Whitton's issue with regard to funding. We are all being

taxed and if you want to know about sewage in the streets, welcome to Baldwin Harbor because this county funded project at Bay Park did little to help the residents in that area when Sandy ran over. At least the north shore has a little more protection than the South Shore.

And if you want to talk about how work does not get done, I'm still fighting New York Rising because they want to take the few little coins they gave me for the work they did inside my house, but they don't want to pay for the work outside my house. So I don't know how a storm can impact inside someone's house but not impact outside the house. So can somebody explain that to me?

But we need to take this seriously and if you have the minority leader who could not get a meeting because someone in the County Executive's Office called it off, and you're just finding out about it and making a comment about it, I have a problem with that.

Full Legislature/8-1-16

Last point, why don't you use some of the millions of dollars that are building up in this litigation fund to pay for this inspector that they're looking for that might be able to also address some procurement and outreach funding that could provide training and resources for our veterans and for our students to do projects such as this project, the sewage project, because we don't have inclusion. We don't have diversity. And I'm done.

CHAIRWOMAN GONSALVES: Thank you very much, Ms. Mereday. All those in favor of Item 9, Ordinance 97 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

Any abstentions?

(Abstain.)

The item fails by one vote; 12, 5, 1.

Item 10, Ordinance 98, another bond ordinance to the tune of $26,200,000 to

finance such expenditure pursuant to the Local Finance Law of New York and the County Government Law of Nassau County.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR RHOADS: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Rhoads. And we have Mr. Arnold.

MR. ARNOLD: Item 10 is a bond ordinance associated with the county's resurfacing program. It's for $26.2 million to fund our upcoming projects. Without this funding, a lot or the projects looked to be done this fall will be moved to the spring of next year in anticipation of funding will be approved over the winter.

CHAIRWOMAN GONSALVES: What are those?

MR. ARNOLD: The various phases throughout the county, resurfacing.

CHAIRWOMAN GONSALVES: Any questions or comments for Mr. Arnold? Legislator Ford.

Full Legislature/8-1-16

LEGISLATOR FORD: Mr. Arnold, so if we don't pass this, what will happen is that because of the weather situation, roads that may require resurfacing right now for maybe safety reasons --

MR. ARNOLD: We have a couple of roads that we have lined up through our requirements that we have funding for, but the phases that were anticipated which are the larger projects to be done this fall will have to be moved to the spring. And we will have a delay in starting design for any new projects until funding is approved.

LEGISLATOR FORD: I just have one general question in regards to all of the capital bonding that we have gone through so far that have been voted down.

Is this work, it's usually either done by county workers or CSEA workers, but when we contract it out, it's always done by union workers, correct?

MR. ARNOLD: We always pay prevailing wage rate and they also have the apprenticeship program.

Full Legislature/8-1-16

LEGISLATOR FORD: Okay. So then actually what happens is, it's union workers that are being denied this work?

MR. ARNOLD: Yes. And also there's county staff that does some of this work also, like you said.

LEGISLATOR FORD: Well, they're union workers. Thank you.

CHAIRWOMAN GONSALVES: Legislator Gaylor.

LEGISLATOR GAYLOR: Just a quick question. I think I heard earlier a constituent from Glen Cove said that the roads were in disrepair. Are there any Glen Cove projects, roads, in this proposed piece of legislation?

MR. ARNOLD: I would have to look. I believe there were some.

LEGISLATOR GAYLOR: So if we don't pass it, the residents of Glen Cove are denied repaving?

MR. ARNOLD: There is a phase of work that's ongoing right now, doing some OF the Glen Cove roads, including the ones that

were mentioned earlier.

LEGISLATOR GAYLOR: And they'll be delayed until whenever, next year some time?

MR. ARNOLD: Yes.

LEGISLATOR GAYLOR: Okay. Thank you.

MR. ARNOLD: Let me bring up another point that I was reminded that the capital back charges to labor by the department without the funding also will cause an operating deficit in our operating fund because if I can't have my guys back charge projects, I don't have the money for them to pay the bills.

CHAIRWOMAN GONSALVES: Any other comments or questions from the legislators?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of Item 10, Ordinance 98 signify by saying aye.

(Aye.)

Full Legislature/8-1-16

Any opposed?

(Nay.)

Any abstentions?

(Abstain.)

12, 5, 1. The item fails by one vote.

The next one is Item 11, Ordinance 99, another bond ordinance for $1 million in pursuit of, I believe, again, it has to do with whatever it is. I believe traffic studies.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR WALKER: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Walker. Talk to us.

MR. ARNOLD: Item 11 is a capital bond ordinance related to our traffic study work. When the department receives complaints from constituents or the legislative body, we assign consultants or staff to investigate for safety concerns. This is the capital project that is used for

that work. They develop work orders or construction contracts that we would use our other capital project which was previously denied.

CHAIRWOMAN GONSALVES: Are there any other comments or questions from the legislators?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of Item 11, Ordinance 99 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

Any abstentions?

(Abstain.)

Again the item fails by one vote.

On to Item 17, that was tabled. Then, guess what, everything else was part of the consent calendar and I think we did have an emergency item.

First of all, Mr. Pulitzer, call

the emergency item and then I will call for a motion.

CLERK PULITZER: Thank you. An emergency resolution declaring an emergency for immediate action upon a resolution approving a tax exemption from real property taxes pursuant to Private Housing Finance Law, 5771A to a joint venture to be formed between the Freeport Housing Authority and the Georgica Green Venture, L.L.C. pursuant to the provision of Section 310 of the County Government Law of Nassau County.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR SCHAEFER: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Schaefer. All those in favor of establishing the emergency indicate by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The emergency has been

Full Legislature/8-1-16

established.

Now for the item, which is Clerk Item 301-16, and it's a resolution as the clerk mentioned, including a tax exemption from real property taxes pursuant to the Private Housing Finance Law, Section 577 to a joint venture to be formed between Freeport Housing Authority and Georgica Green Venture.

Now I need a motion for that.

LEGISLATOR RHOADS: So moved.

LEGISLATOR GAYLOR: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Rhoads, seconded by Legislator Gaylor. Who is here to speak for this? You are?

MR. DEEGAN: Daniel Deegan, the law firm of Porchelli, Curto, Deegan.

CHAIRWOMAN GONSALVES: Okay, Daniel. What are you going to tell us about this?

MR. DEEGAN: Okay. I will be brief. I know it's been a long afternoon.

As I said, I'm here representing

the joint venture that's been formed between the Freeport Housing Authority and Georgica Green Developer. We have John Havartan as Executive Director of the Housing Authority and Dave Gallo who is a principal of Georgica Green, the developers for this project.

Some of the legislators, I know this project is in Legislator Rhoads' district. I know that Legislator Abrahams and Legislator Curran have also been supportive of this project generally. This involves the Rigby Moxie Housing Authority Project, which is 100 units of existing authority property which is in terrible condition right now.

It's 100 units, built probably 60 years ago, that is functionally obsolete. It was terribly damaged in Super Storm Sandy which had flooding in its basement, ruining the building systems, and the sewage and gasoline and all kind of terrible things happen to it. The property was built as I said 60 years ago so it doesn't meet current

building codes.

The plan is to knock down -- before we knock down that building, to build a brand new building on an adjacent piece of property, which is 100 units plus one unit for a superintendent. That new building would be built using various federal and state funds that are going to come in0 and make it possible to build this building in a way that is storm resistant, that has larger units than the ones currently in place. That's a state of the art building brand new building with adequate parking and a lot of other positive amenities.

The project has received tremendous support from the resident of Moxie and from the Freeport community. I think the legislators that represent that area can attest to that.

The plan is to actually take the existing residents of the existing dilapidated Moxie and after the new building is built be able to move those same residents into the new facility and then to

knock down the old facility and ultimately put that old facility and the land that it's on back on to the tax rolls and hopefully redeveloped in a way by the private sector.

What we are here for today and what is necessary for this project to work and to take place is for an exemption pursuant to the Private Housing Finance Law.

The entity that's being formed is a community housing development fund company under the Private Housing Finance Law which qualifies for this exemption.

We have submitted with our package to the legislators a pro forma that shows that this exemption is necessary for this property and project to work financially.

The village has supported the project. We have also had discussions with the president of the school board and they indicated their support for both the project and for the exemption.

As I have indicated to some of the legislators, their concern is that they

want to make sure that the old Moxie property, once it's demolished, does get put back on the tax rolls.

On behalf of my clients, which are the Housing Authority and the private developer, we can inform and state for the record that that is the intention of the Housing Authority to have that property be put back on the tax rolls. We do not plan on coming back with any request for exemption with regard to that property.

What we're asking for is a 32 year exemption which is co-terminus with the bond financing that gets put in place. There is low income tax credits that are being utilized here.

This will be a project based Section 8 housing project. These are public housing. Hopefully it's a win-win, and hopefully it's something that everyone can get behind and support. We're here for any questions.

CHAIRWOMAN GONSALVES: You are not adding housing, it's pretty much the

same as the original; am I correct?

MR. DEEGAN: That's correct. One additional unit for a building superintendent. So going from 100 to 101.

CHAIRWOMAN GONSALVES: And it's Section 8 as well you said?

MR. DEEGAN: Yes.

CHAIRWOMAN GONSALVES: That sounds good. How many stories is this?

MR. DEEGAN: Five stories.

CHAIRWOMAN GONSALVES: Which means there is an elevator in the building?

MR. DEEGAN: Yes, there will be an elevator. Right now there is no elevators in the existing building.

CHAIRWOMAN GONSALVES: Which is extremely importing. I know, climbing stairs is not easy. Any questions? Legislator Gaylor.

LEGISLATOR GAYLOR: How many units are currently in the existing structure versus the new structure to be built?

MR. DEEGAN: There is 100

existing units, and there will be 101 in the new. But for residents it's 100 and 100 and we're adding one more unit.

The good thing is the new units will be much larger than the current units, the bedrooms. So it's a much upgraded facility. The parking will be upgraded. There's only 12 spots for 100 units where it is now. There will be sufficient parking in the new project.

LEGISLATOR GAYLOR: One follow-up. Your intent to return the existing property back to the tax roll, is that in writing or is that just your verbal intent right now?

MR. DEEGAN: Well, verbal intent right now but it could be in writing. That's the Housing Authority is the owner of the property. Once this is knocked down, it's not clear exactly what will happen with it, but the plan is, we have the executive director here, the plan certainly is to hopefully sell that property and get the money from it to be utilized in continuing

operations of the Housing Authority and other places.

LEGISLATOR GAYLOR: Thank you.

CHAIRWOMAN GONSALVES: Legislator Rhoads, go.

LEGISLATOR RHOADS: Mr. Deegan, just a couple of quick followup questions.

It's my understanding based on my attendance at the press conference and my attendance at the hearing before the village of Freeport that the residents are being moved into the building at the no expense to them, is that correct, from the old building to the new building?

MR. DEEGAN: That's correct.

LEGISLATOR RHOADS: It's also my understanding that even though the square footage of the individual apartments is slightly larger, there is going to be no difference in rent from what their paying at the old building to the new building; is that also correct?

MR. DEEGAN: That's correct.

LEGISLATOR RHOADS: Is it also

correct that what we are applying for today was actually an exemption that existed on the old building?

MR. DEEGAN: That's correct. The property has been exempt since the 1950s.

LEGISLATOR RHOADS: So this is just continuing what was previously there?

MR. DEEGAN: Yes, in a more modern fashion.

CHAIRWOMAN GONSALVES: Any other questions or comments? Legislator Birnbaum.

LEGISLATOR BIRNBAUM: I understand the project. I'm just curious why is it presented to us today as an emergency?

MR. DEEGAN: Well, because it's I think the Governor's Office of Storm Recovery, they have cycles and we're coming into the next fall cycle. They really want to get this project underway because one of the big impetuses for this was Super Storm Sandy and they don't want to let another cycle go by. There's financing cycles that happen.

Full Legislature/8-1-16

Unfortunately a lot of materials to get together for you guys to get together and apparently we missed the day for the committees and the next meeting of the Legislature isn't until the end of September which is really going to put the whole cycle back and in jeopardy of not getting it done quick enough for these residents who are in dire need. There are real life and safety issues with the existing building so every day of delay is really an emergency and that's kind of our rationale for it.

CHAIRWOMAN GONSALVES: Legislator Curran.

LEGISLATOR CURRAN: I just want to say that this is a really good example of different levels of government working together with public -- with private developers for the benefit of the people and it's really nice to see that and I'm very enthusiastically going to vote yes for this.

CHAIRWOMAN GONSALVES: Ms. Mereday.

MS. MEREDAY: Meta J. Mereday.

Full Legislature/8-1-16

Okay, I have a few questions and issues and considering that my family actually knew the actual Moxie Rigby and you may all just know him from the name on a development.

My concern has to do with the fact that, from my understanding, where this new development is going to be built is basically considered a flood plain, and I'm just really concerned hearing about how this is going to be structurally secure in terms of the storm, considering the mayor of Freeport fought with our organization along with Deputy Speaker Hooper in terms of trying to get space in the Freeport Armory because he wanted to move the trucks that were also parked close to this proposed area because of the "flooding issue."

So, it's nice that we want to move trucks that are running on the highways into a facility that was used to train our military, but we can't use it to support the residents in that particular area who were impacted by Super Storm Sandy.

It's the same armory where the

governor promised fuel and you had residents in the south shore who waited for hours for fuel trucks that never showed up.

So, again, I'm concerned, and having worked with a number of the residents in Freeport who were impacted by Sandy, who could not get to the emergency shelters that were set up in Bethpage as well as the Nassau Community College are, which was impacted with a MRSA strain, that, again, the legislators are aware and ask informed questions as it pertains to this building.

And, if it's so dilapidated, and it has been dilapidated for a long period of time prior to Sandy, and, as the gentleman noted, it was built over 60 years ago, and it wasn't named after Mr. Rigby until he passed away, and, as I said, he was a friend of my family. My family, we have a long history in Nassau County, and many of the roads that now need repair were laid with the concrete by some of my older relatives.

So, I'm just saying, I need you to ask the questions, because it's in a

flood plain that the trucks were moved, so you're going to put people there, who were already impacted by Super Storm Sandy, and the protections that they claim will be in place will not be and then they will be coming back to you again with those same issues and concerns.

LEGISLATOR FORD: I have a question. I'm hoping, sir, is this building built to FEMA standards? Is it FEMA compliant?

MR. DEEGAN: Yes. I wanted to point out in response to those comments, the Governor's Office of Storm Recovery is giving $15 million to this project for the sole purpose of building and fortifying it and making sure it is storm resistant, that's one of the reasons why this money is coming into play to begin with.

There will be no residents on the first floor, all the building systems are moved up out of the way of the flood plain so that nothing is ever flood proof, but it's flood resistant, and is built to the

state of the art standards.

LEGISLATOR FORD: You will put in a generator so that the elevator will work?

MR. DEEGAN: Yes.

LEGISLATOR FORD: Thank you very much, sir.

CHAIRWOMAN GONSALVES: There are no other questions or comments. All those in favor of the item that was just called, it's Item 301-16 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

I guess this item passes unanimously. 18 to nothing.

Now, I'm sorry that those people from Glen Cove have waited so long but unfortunately we heard nothing from those that we heard the information from so, guess what, I have to put this meeting in recess. Unfortunately, I don't like putting meetings in recess, and now we have to come up with a date that everybody can come to, and August becomes a very difficult time, but we will

do everything we can do to get a meeting sooner than possible. So this meeting is now in recess.

I am not going to ask for five minutes to get up and get out for the simple reason, I know what happens, the five minutes becomes 20 minutes.

(Whereupon, the Full Legislative recessed at 6:03 p.m.)

C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and Notary Public in and for the State of New York, do hereby stated:

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of August, 2016.

_____

FRANK GRAY