

Contract ID#: S3P311-03C

CLPW17000008

Department: Public Works**CF (Capital)****CFE-109-17****Contract Details**SERVICE: Detailed Design ServicesNIFS ID #: CFPW14000023NIFS Entry Date: 3/15/17Term: from 9/4/2014 to 7/8/2019

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Dvirka & Bartilucci, Consulting Eng.	Vendor ID# 11-2393559
Address 330 Crossways Park Drive Woodbury, NY 11797	Contact Person Steven A. Fangmann, P.E.
	Phone (516) 364-9890

County Department
Department Contact Thomas A. Immerso
Address 3340 Merrick Rd Wantagh NY 11973
Phone (516) 571-7508

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	3/11/17	<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	3/11/17	<i>[Signature]</i>	
3/21/17	OMB	NIFS Approval <input checked="" type="checkbox"/>	3/24/17	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if Blanket Res.
3/29/17	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	3/29/17	<i>[Signature]</i>	
4/19/17	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	3/29/17	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
4/12/17	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	4/17/17	<i>[Signature]</i>	

Contract Summary

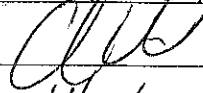


Description: Pump Station Mitigation – Wantagh Park, Newbridge Road, Merrick Road and Ray Street ~ Detailed Design Services
Purpose: Amendment to Agreement for an extension of time to provide Professional Services in regard to the design/construction management of improvements regarding repairs/replacements resulting from Hurricane Sandy as well as requirements for Code/OSHA compliance items and 500-year flood mitigation measures.
Method of Procurement: Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993.
Procurement History: The Request for Proposals (RFP) was prepared in accordance with the Department's policy for assessing technical understanding, statement of qualifications and proposed project schedule. The RFP was posted on the County's website and advertised in Newsday. Proposals were received from four (4) firms on February 28, 2014. 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 proposal submitted by Dvirka & Bartilucci, Consulting Engineers, having the highest technical rating and a reasonable cost, represents the best value to the County.
Description of General Provisions: The firm will continue to provide construction phase design services (shop drawing review, proposed substitution review, etc.) during this extended period.
Impact on Funding / Price Analysis: No additional funding will be required for these extended services. Funding for these services will continue to be from Capital Project No. 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.
Change in Contract from Prior Procurement: Time extension only.
Recommendation: Approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE		AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CSW	Revenue Contract	<input type="checkbox"/>		1	CSW; 3P311	\$ 0.01
Control:	3P	County		\$ 0.01	2		\$
Resp:	311	Federal		\$	3		\$
Object:		State		\$			\$
Transaction:		Capital		\$			\$
		Other		\$			\$
		TOTAL		\$ 0.01	TOTAL		\$ 0.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By:		Thomas A. Immerso, Sanitary Engineer II		Date:	Feb. 14, 2017
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		 4/17/17 (For Office Use Only)	
				E #:	



Nassau County Interim Finance Authority

Contract Approval Request Form

(As of March 2017)

1. Vendor: D & B Engineers & Architects

2. Dollar amount requiring NIFA approval: \$ 0.01

Amount to be encumbered: \$ 0.01

This is a New Contract Advisement X 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: Extend for add'l 2 years

Has work or services on this contract commenced? X Yes No

If yes, please explain: Time extension only. Contract expires 7/8/17. No add'l funding.

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?

If not, will it require a future borrowing?

 / Yes No

 Yes No

Has the County Legislature approved the borrowing?

 / Yes No

Has NIFA approved the borrowing for this contract?

 / Yes No

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

Continuation of design/construction administration services in assoc with PS Mitigation to repair/upgrade four(4) stations: Wantagh Pk, Newbridge Rd, Merrick Rd & Ray St. The Contract will extend beyond the original termination date of 7/8/17, requiring an amendment.

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:

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.

Rosanna Delle 3/24/17
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: D&B Engineers and Architects, P.C.

CONTRACTOR ADDRESS: 330 Crossways Park Drive
Woodbury, NY 11797

FEDERAL TAX ID #: 11-2393559

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 August 13, 2014 [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 four (4) proposals were evaluated under an RFP process [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.

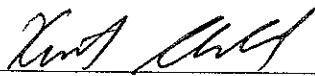
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

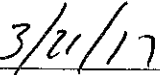
VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at 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


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?

Yes, Friends of Ed Mangano, Friends of James Kennedy, Laura Curran 2017, and

Nassau Forward

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: D&B Engineers and Architects, P.C.

Dated: 2/16/17

Signed:

Steven A. Fangmann, P.E.

Print Name:

Title: Executive Vice 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?

No

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.

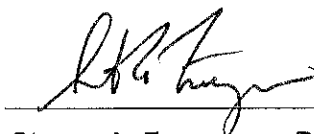
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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: 2/16/17

Signed:



Print Name:

Steven A. Fangmann, P.E.

Title:

Executive Vice 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 Steven A. Fangmann
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 330 Crossways Park Drive
City/state/zip Woodbury, NY 11797
Telephone 516-364-9890
Other present address(es) n/a
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 01 / 01 / 1997
Chief Exec. Officer ____/____/____ Secretary 01 / 01 / 2008
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____ Exec. Vice President 01 / 01 / 2008
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ____ If Yes, provide details, S. Fangmann holds 16.67% ownership interest in the submitting vendor.
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. S. Fangmann is an Officer and Principal Owner (20%) of D&B Environmental Associates and D&B Engineers, LLC, both located at 330 Crossways Park Dr., Woodbury, NY, and Past-President of the New York Water Environment Association (not-for-profit organization).

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. The City of Stamford, Connecticut, to D&B Engineers, LLC.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ☐ NO ☒ If Yes, provide 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.

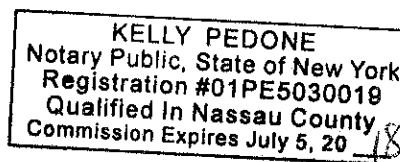
CERTIFICATION

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, Steven A. Fangmann, 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 15 day of February 2017

Kelly Pedone
Notary Public



D&B Engineers and Architects, P.C.

Name of submitting business

Steven A. Fangmann

Print name

St Fang
Signature

Executive Vice President

Title

2 / 15 / 17
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 Henry J. Chlupsa
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 330 Crossways Park Drive
City/state/zip Woodbury, NY 11797
Telephone 516-364-9890
Other present address(es) n/a
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 01 / 01 / 2008 Treasurer 01 / 01 / 2008
Chairman of Board 01 / 01 / 2008 Shareholder 07 / 01 / 1986
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details. H. Chlupsa holds 66.67% ownership interest in the submitting vendor.
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. H. Chlupsa is an Officer and Principal Owner (80%) of D&B Environmental Associates and D&B Engineers, LLC, both located at 330 Crossways Park Dr., Woodbury, NY.

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. The City of Stamford, Connecticut, to D&B Engineers, LLC.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If Yes, provide 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, Henry J. Chlupsa, 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 15 day of February 2017

Kelly Pedone
Notary Public

KELLY PEDONE
Notary Public, State of New York
Registration #01PE5030019
Qualified In Nassau County
Commission Expires July 5, 2018

D&B Engineers and Architects, P.C.

Name of submitting business

Henry J. Chlupsa

Print name

Henry J. Chlupsa
Signature

President

Title

2 / 15 / 17
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 Robert L. Raab
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 330 Crossways Park Drive
City/state/zip Woodbury, NY 11797
Telephone 516-364-9890
Other present address(es) n/a
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 01 / 01 / 2016
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____ Senior Vice President 02 / 27 / 2015
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ____ If Yes, provide details. R. Raab holds 3.33% ownership interest in the submitting vendor.
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-year installment Promissory Note.
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. President of R.R. Building Examiners, LTD (NYS - S Corporation) for 32 years. Provides primarily home inspection services for prospective buyers. Firm has one employee.

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.

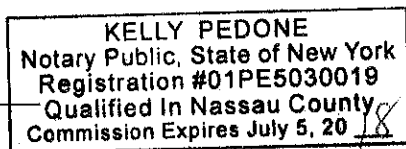
CERTIFICATION

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I, Robert L. Raab, 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 15 day of February 2017

Kelly Pedone
Notary Public



D&B Engineers and Architects, P.C.

Name of submitting business

Robert L. Raab

Print name

Robert L. Raab
Signature

Senior Vice President

Title

2, 15, 17
Date

PRINCIPAL QUESTIONNAIRE FORM

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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 William D. Merklin
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 330 Crossways Park Drive
City/state/zip Woodbury, NY 11797
Telephone 516-364-9890
Other present address(es) n/a
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 01 / 01 / 2016
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____ Senior Vice President 02 / 27 / 2015
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ____ If Yes, provide details. B. Merklin holds 3.33% ownership interest in the submitting vendor.
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-year installment Promissory Note.
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.

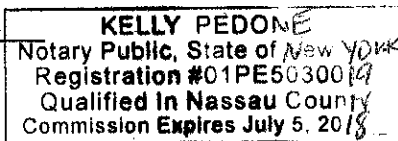
CERTIFICATION

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 D. Merklin, 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 15 day of February 2017

Kelly Pedone
Notary Public



D&B Engineers and Architects, P.C.

Name of submitting business

William D. Merklin

Print name

[Signature]
Signature

Senior Vice President

Title

2 / 15 / 17
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 Brian M. Veith
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 330 Crossways Park Drive
City/state/zip Woodbury, NY 11797
Telephone 516-364-9890
Other present address(es) n/a
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 01 / 01 / 2016
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____ Senior Vice President 02 / 27 / 2015
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ____ If Yes, provide details. B. Veith holds 3.33% ownership interest in the submitting vendor.
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-year installment Promissory Note.
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.

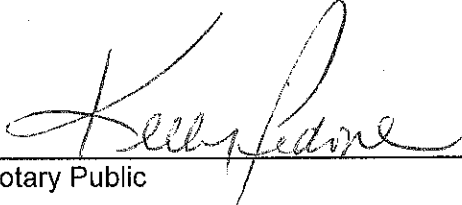
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ☒ If Yes, provide details for 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, Brian M. Veith, 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 15 day of February 2017


Notary Public

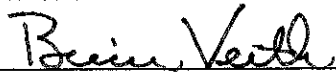
KELLY PEDONE
Notary Public, State of New York
Registration #01PE5030019
Qualified In Nassau County
Commission Expires July 5, 2018

D&B Engineers and Architects, P.C.

Name of submitting business

Brian M. Veith

Print name


Signature

Senior Vice President

Title

2 / 1 / 15 / 17
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 John Schreck
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 330 Crossways Park Drive
City/state/zip Woodbury, NY 11797
Telephone 516-364-9890
Other present address(es) n/a
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 01 / 01 / 2016
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____ Senior Vice President 02 / 27 / 2015
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ____ If Yes, provide details. J. Schreck holds 3.33% ownership interest in the submitting vendor.
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-year installment Promissory Note.
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.
-

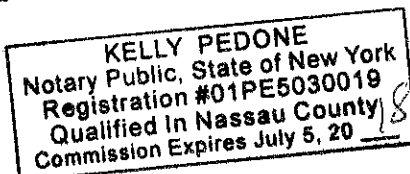
CERTIFICATION

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I, John Schreck, 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 15 day of February 2017

Kelly Pedone
Notary Public



D+B Engineers and Architects, PC
Name of submitting business

John Schreck

Print name

John Schreck
Signature

Senior Vice President

Title

2 / 15 / 17
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 Robert J. DeGiorgio
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 330 Crossways Park Drive
City/state/zip Woodbury, NY 11797
Telephone 516-364-9890
Other present address(es) n/a
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 01 / 01 / 2016
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____ Senior Vice President 02 / 27 / 2015
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ____ If Yes, provide details R. DeGiorgio holds 3.33% ownership interest in the submitting vendor.
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-year installment Promissory Note.
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.
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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.

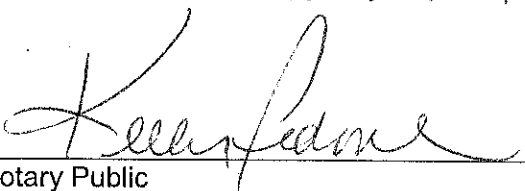
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- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, 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.

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I, Robert J. DeGiorgio, 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 15 day of Feb., 2017


Notary Public

KELLY PEDONE Notary Public, State of New York Registration #01PE5030019 Qualified in Nassau County Commission Expires July 5, 20 <u>18</u>
--

D&B Engineers and Architects, P.C.

Name of submitting business

Robert J. DeGiorgio

Print name


Signature

Senior Vice President

Title

2 / 15 / 17
Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Michael P. Sciarrillo
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 330 Crossways Park Drive
City/state/zip Woodbury, NY 11797
Telephone 516-364-9890
Other present address(es) n/a
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 ____/____/____ Dir. of Architecture 06 / 15 / 2015
(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.
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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.

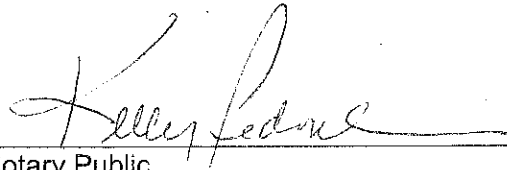
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO ☒ If Yes, provide details for each such conviction.
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9. In addition to the information provided in response to the previous questions, in the past 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.

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I, Michael P. Sciarrillo, 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 15 day of Feb. 2017


Notary Public

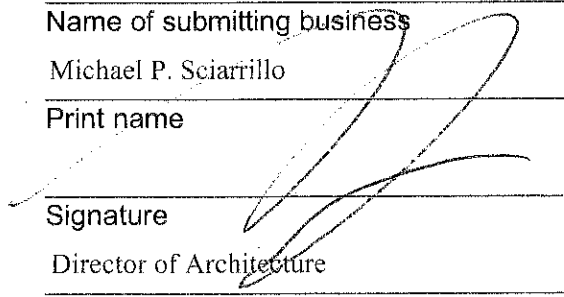
KELLY PEDONE
Notary Public, State of New York
Registration #01PE5030019
Qualified in Nassau County
Commission Expires July 5, 2018

D&B Engineers and Architects, P.C.

Name of submitting business

Michael P. Sciarrillo

Print name


Signature

Director of Architecture

Title

2 / 15 / 17
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: April 12, 2017

1) Proposer's Legal Name: D&B Engineers and Architects, P.C.

2) Address of Place of Business: 330 Crossways Park Drive, Woodbury, New York 1179

List all other business addresses used within last five years:

See Attached

3) Mailing Address (if different): _____

Phone : 516-364-9890

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 06-592-9325

5) Federal I.D. Number: 11-2393559

6) The proposer is a (check one): _____ Sole Proprietorship _____ Partnership x _____
Corporation _____ 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 x No _____ If Yes, please provide details: D&B Guarino Engineers, LLC, 8 Neshaminy Interplex, Suite 291, Trevose, PA 19053

- 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. See attached
-
- 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.

Should a potential conflict of interest arise, we will contact the County and be guided accordingly.

- 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. **See attached**

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

- 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 Suffolk County DPW

Contact Person Gilbert Anderson, Commissioner

Address 335 Yaphank Avenue

City/State Yaphank, NY 11980

Telephone 631-852-4011

Fax # 631-852-4165

E-Mail Address gilbert.anderson@suffolkcounty.gov

Company Westchester County Dept. of Environmental Facilities

Contact Person Thomas Lauro

Address 270 North Avenue

City/State New Rochelle, NY 10801

Telephone 914-813-5450

Fax # 914-813-5460

E-Mail Address tj11@westchestergov.com

Company Great Neck Water Pollution Control District

Contact Person Christopher Murphy

Address 236 East Shore Road

City/State Great Neck, NY 11023

Telephone 516-482-0238

Fax # 516-482-8713

E-Mail Address cmurphy@gnwpcd.net

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, Steven A. Fangmann, 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 April 2017

Kelly Pedone
Notary Public

KELLY PEDONE
Notary Public, State of New York
Registration #01PE5030019
Qualified in Nassau County
Commission Expires July 5, 2018

Name of submitting business: D&B Engineers and Architects, P.C.

By: Steven A. Fangmann, P.E.

Print name
Signature

Executive Vice President

Title

4 / 12 / 2017
Date

- 2) List all other business addresses used within last five years:

D&B Engineers and Architects, P.C.
3000 Hadley Road
So. Plainfield, NJ 07080
908-668-4747
908-668-4658 (Fax)

D&B Engineers and Architects, P.C.
4 West Red Oak Lane
White Plains, NY 10604
914-467-5300
914-467-6103 (Fax)

D&B Engineers and Architects, P.C.
PO Box 56
5879 Fisher Road
East Syracuse, NY 13057
315-437-1142
315-437-1282 x)

D&B Engineers and Architects, P.C.
2525 Ponce de Leon Blvd., Suite 300
Coral Gables, FL 33134
786-441-5120

D&B Engineers and Architects, P.C.
40 Commerce Drive, Suite A
Hauppauge, NY 11788
631-265-8921

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of or controlled by any other business?

D&B Engineers and Architects, P.C. is not a subsidiary of, or controlled by another business. Following is a list of D&B Engineers and Architects, P.C.'s affiliate companies:

D&B/Guarino Engineers, LLC (Subsidiary)
8 Neshaminy Interplex
Trevose, PA 19053

D&B Environmental Associates (Affiliate)
330 Crossways Park Drive
Woodbury, NY 11797

D&B Engineers, LLC (Affiliate)
330 Crossways Park Drive
Woodbury, NY 11797

Business History Form

i Date of formation:	1965
ii Name, address and position of all persons having a financial interest in the company, (including any shareholders having 10% or more of the firm's outstanding shares), members, general or limited partner:	<p>Henry J. Chlupsa, P.E. President and Director [REDACTED]</p> <p>Steven A. Fangmann, P.E. Executive Vice President and Director [REDACTED]</p> <p>Robert L. Raab, P.E. Senior Vice President and Director [REDACTED]</p> <p>William D. Merklin, P.E. Senior Vice President [REDACTED]</p> <p>Brian M. Veith, P.E. Senior Vice President [REDACTED]</p> <p>Robert J. DeGiorgio, P.E. Senior Vice President [REDACTED]</p> <p>John Schreck, P.E. Senior Vice President [REDACTED]</p>

iii Name, address and position of all officers and directors of the company.	Henry J. Chlupsa, P.E. President and Director [REDACTED] Steven A. Fangmann, P.E. Executive Vice President and Director [REDACTED] Robert L. Raab, P.E. Vice President and Director [REDACTED] William D. Merklin, P.E. Senior Vice President [REDACTED] Brian M. Veith, P.E. Senior Vice President [REDACTED] Robert J. DeGiorgio, P.E. Senior Vice President [REDACTED] John Schreck, P.E. Senior Vice President [REDACTED] Michael Sciarrillo Director of Architecture [REDACTED]
iv State of Incorporation:	New York
v The number of employees in the firm:	290
vi Annual revenue of firm:	\$41.3 Million (2015 Gross Revenue)
vii Summary of relevant accomplishments:	See attached.
viii Copies of all relevant state and local licenses and permits.	See attached.

OVERVIEW

D&B Engineers and Architects, P.C. (D&B), was founded in 1965 with a primary focus on wastewater engineering. Today, D&B is a full service firm of Engineers, Architects, Construction Managers, and Scientists that specializes in municipal and environmental engineering. We have supported hundreds of public and private clients on thousands of projects with budgets ranging from several thousand dollars to over \$500M. Our firm has planned, designed and performed construction management on thousands of public works projects, and has succeeded in having repeat clients for over 5 decades of service.

Since 1965, D&B has a long and proven track record of developing innovative solutions to meet our clients' needs in the following areas:

- ▶ Wastewater Management
- ▶ Water Supply Engineering
- ▶ Hazardous Waste Site Investigation/Remediation
- ▶ Hazardous Waste Management
- ▶ Multimedia Environmental Compliance
- ▶ Environmental Assessment and Permitting
- ▶ Phase I/Phase II Environmental Site Assessments
- ▶ Solid Waste Management and Recycling
- ▶ Civil/Site Engineering
- ▶ Stormwater Management
- ▶ Construction Management and Multi-Disciplined A/E Projects
- ▶ Architectural Services
- ▶ MEP/HVAC/Plumbing

D&B consistently receives high rankings at the national and regional level from the following major engineering publications:

- ▶ Engineering News-Record (ENR) "Top 500 Design Firm"
- ▶ Engineering News-Record (ENR) "Top 200 Environmental Design Firm"
- ▶ Trenchless Technology "Top 50 Trenchless Technology Firm"
- ▶ New York Construction "Top 100 Design Firm," (including top rankings for Water/Wastewater and Environmental design)

Offices and Personnel:

D&B is headquartered in Woodbury, NY, with additional offices in:

- ▶ White Plains, NY
- ▶ Hauppauge, NY
- ▶ East Syracuse, NY
- ▶ South Plainfield, NJ
- ▶ Coral Gables, FL
- ▶ Treviso, PA (D&B/Guarino Engineers, LLC)

D&B employs more than 290 people, including over 50 Professional Engineers and numerous certified environmental professionals specializing in all phases of civil and environmental engineering and science. D&B's experienced and diverse staff includes: professional engineers; scientists; architects; environmental, civil, mechanical, chemical, sanitary, process, electrical and structural engineers; geologists and hydrogeologists; environmental scientists and ecologists; quality assurance specialists; construction managers; resident engineers; construction inspectors; specification writers; water and wastewater treatment plant operators; environmental health and safety professionals; and CAD operators and designers.



1.0 SPECIFIC EXPERIENCE

1.1 Nassau County Pumping Stations Design

D&B Engineers and Architects, P.C. (D&B) is a firm of environmental engineers and construction managers that specializes in wastewater treatment including work for Cedar Creek Water Pollution Control Plant, Bay Park Sewage Treatment Plant, and their respective service area pump stations. D&B has provided numerous services to Nassau County and has specific design and construction management experience at the County's wastewater treatment facilities and its pumping stations. D&B has performed design services for Improvements and Modifications for the Influent Pumping Station at the Bay Park STP, the Ray Street Pump Station Upgrade project, the Inwood STP Conversion to Pump Station and Force Main project and various other pump station upgrades for Nassau County.

Our experience with Nassau County on pump station modification work is extensive. **Our work in Nassau County involved pump station mitigation projects S3P311-03, 05 and 06**, as well as multiple pumping stations in both Sewage Disposal Districts 2 and 3. D&B is currently performing the design for Glen Cove Pumping Stations (S3P312-01C).

Relevant Project Experience

- Nassau County Pump Station Knowledge and Experience
- Pump Station Mitigation – Design and Rehabilitation for NCDPW 03C, 05C and 06C
- Intimate Knowledge of County Systems
- Close Proximity to NCDPW

D&B JV was responsible for the preparation of the comprehensive asset management tool - Nassau County Master Plan (January 2009) - which evaluated all thirty-seven (37) Pump Stations within the Bay Park and the Cedar Creek service areas. With the assistance of Nassau County Department of Public Works personnel, all thirty-seven (37) pump/ejector stations were inspected in May-June 2008.

D&B also recently performed a "Condition Assessment" of all of the County's 57 pumping stations and we are therefore intimately familiar with all of the stations.

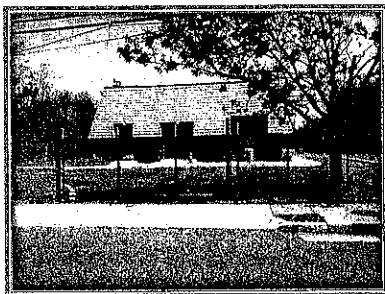
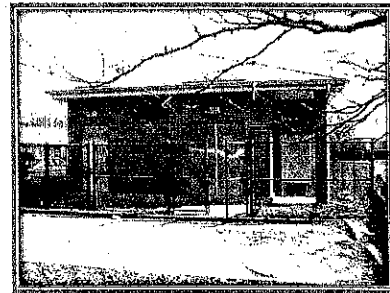
1.2 Pump Station Mitigation Experience

The specific project experience which follows is meant to convey directly related and specific experience. D&B has the ability to provide the services required and to provide them on time and in an efficient manner.

A description of the work follows below:

➤ Pump Station Mitigation – Wantagh Park, Newbridge Road, Merrick Road and Ray Street Pump Stations: S3P311-03

This project is for the design and rehabilitation of the Wantagh Park, Newbridge Road, Merrick Road and Ray Street Pump Stations. These pump stations were severely damaged as result of Superstorm Sandy. Needed permanent repairs/replacements include heating and ventilation systems, interior structure painting/coating, lighting system, fire alarms system, main sewage pumps, odor control, mechanical valves, sump pumps, electrical switches and receptacles, and concrete walkways. The pump stations are to be upgraded to be in compliance with the 2010 New York State Building Code and OSHA Part 1910 Occupational Safety and Health Standards for wet well ventilation, gas detection systems, smoke/fire detection and alarm systems, wet well lightning/electric and fall protection. A critical component of the project is to provide flood mitigation/flood protection to the 500 year flood elevations. This portion of the project includes wall reinforcement to withstand the hydrostatic pressure from a 500 year flood, relocation of louvers, flood proof doors, emergency generators and raising/relocating main electrical service equipment and portable generator connections.

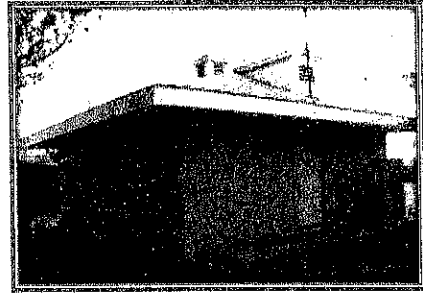


D&B's responsibilities on this project include final design services, development of a Project Labor Agreement (PLA) Feasibility Study, construction cost estimating; permitting; design plans and specifications; bidding services; engineering services during construction; as built drawings, a hazardous materials survey, pump station operation and maintenance manual along with facility start-up; staffing and training services; and a one year project operating report. Construction management services include attendance at preconstruction conference and job progress meetings, reviewing shop drawings, witnessing performance testing of major equipment, site visit

inspections and develop final punch list items, and field check construction contractor's as-built drawings.

➤ **Pump Station Mitigation – Millar Street, Mott Street, Long Beach Road, Royal Avenue and Lido Boulevard Pump Stations: S3P311-05**

This project is for the design and rehabilitation of the Millar Street, Mott Street, Long Beach Road, Royal Avenue and Lido Boulevard Pump Stations. These pump stations were severely damaged as result of Superstorm Sandy. Needed permanent repairs/replacements include heating and ventilation systems, interior structure painting/coating, lighting system, fire alarms system, main sewage pumps, odor control, mechanical valves, sump pumps, electrical switches and receptacles, and concrete walkways. The pump stations are to be upgraded to be in compliance with the 2010 New York State Building Code and OSHA Part 1910 Occupational Safety and Health Standards for wet well ventilation, gas detection systems, smoke/fire detection and alarm systems, wet well lightning/electric and fall protection. A critical component of the project is to provide flood mitigation/flood protection to the 500 year flood elevations. This portion of the project includes wall reinforcement to withstand the hydrostatic pressure from a 500 year flood, relocation of louvers, flood proof doors, and raising/relocating main electrical service equipment and portable generator connections.

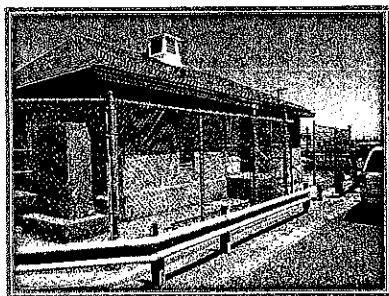


D&B's responsibilities on this project include final design services, development of a Project Labor Agreement (PLA) Feasibility Study, construction cost estimating; permitting; design plans and specifications; bidding services; engineering services during construction; as built drawings, a hazardous materials survey, pump station operation and maintenance manual along with facility start-up; staffing and training services; and a one year project operating report. Construction management services includes attendance at preconstruction conference and job progress meetings, reviewing shop drawings, witnessing performance testing of major equipment, site visit inspections and develop final punch list items, and field check construction contractor's as-built drawings.



➤ **Pump Station Mitigation – Ocean Avenue, Mill Road, Woodmere Boulevard and Longacre Avenue Pump Stations: S3P311-06**

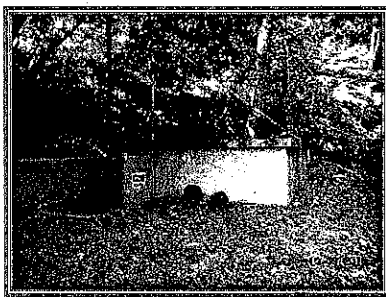
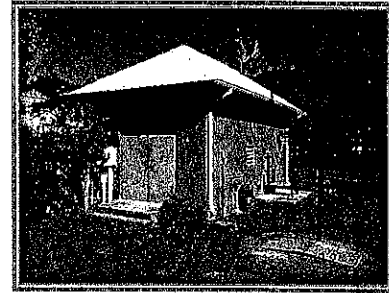
This project is for the design and rehabilitation of the Ocean Avenue, Mill Road, Woodmere Boulevard and Longacre Avenue Pump Stations. These pump stations were severely damaged as result of Superstorm Sandy. Needed permanent repairs/replacements include heating and ventilation systems, interior structure painting/coating, lighting system, fire alarms system, main sewage pumps, odor control, mechanical valves, sump pumps, electrical switches and receptacles, and concrete walkways. The pump stations are to be upgraded to be in compliance with the 2010 New York State Building Code and OSHA Part 1910 Occupational Safety and Health Standards for wet well ventilation, gas detection systems, smoke/fire detection and alarm systems; wet well lightning/electric and fall protection. A critical component of the project is to provide flood mitigation/flood protection to the 500 year flood elevations. This portion of the project includes wall reinforcement to withstand the hydrostatic pressure from a 500 year flood, relocation of louvers, flood proof doors, emergency generators and raising/relocating main electrical service equipment and portable generator connections.



D&B's responsibilities on this project include final design services, development of a Project Labor Agreement (PLA) Feasibility Study, construction cost estimating; permitting; design plans and specifications; bidding services; engineering services during construction; as-built drawings, a hazardous materials survey, pump station operation and maintenance manual along with facility start-up; staffing and training services; and a one year project operating report. Construction management services includes attendance at preconstruction conference and job progress meetings, reviewing shop drawings, witnessing performance testing of major equipment, site visit inspections and develop final punch list items, and field check construction contractor's as-built drawings.

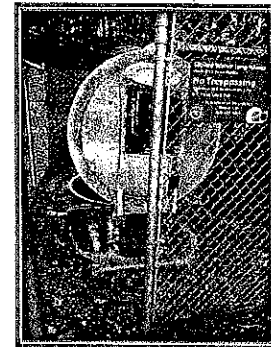
➤ **Pump Station Mitigation – Knott Drive, Harwood Drive and Franklin Drive Pump Stations: S3P312-01**

This project is for the design of repairs and improvements of the Harwood Drive and Franklin Drive Pump Stations and for the station evaluation, including the preparation of a Technical Design Report (TDR) and evaluation of conversion to a Submersible Pump Station for the Knott Drive Ejector Station. Improvements to Harwood Drive Ejector Station include the two (2) pneumatic ejectors, new permanent exterior generator, including Fire Marshal application and development of electrical MOPO,



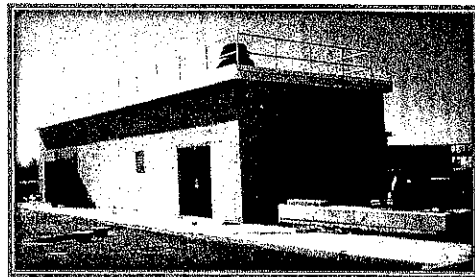
a new Automatic Transfer Switch (ATS), a new portable generator connection panel (CAMLOCK style), and a new SCADA termination panel. Improvements to Franklin Drive Pump Station include, new portable generator with integral ATS, and a new portable generator connection panel (CAMLOCK style).

D&B's responsibilities on this project for Harwood Drive and Franklin Drive Pump Stations include design services (30%, 60%, 90%, Final); Construction Cost Estimating; Design Plans and Specifications; Bidding Services; Engineering Services During Construction (DSDC); and Pump Station Operation and Maintenance Manual for new equipment. D&B's responsibilities on this project for Knott Drive Ejector Station includes, a complete station evaluation, preparation of a TDR and evaluation of possible conversion to a submersible station.



➤ **Inwood WWTP Conversion to Pumping Station and Force Main**

The project involved conversion of an existing wastewater treatment plant to a wastewater pumping station and installation of a new force main. Modifications to the existing influent pump station were designed and four new submersible pumps operating in the dry pit mode were installed. The station is designed to pump 4.5 mgd of wastewater



through a 14 inch diameter ductile iron force main approximately 2.7 miles in length. The force main is also jacked below a State expressway. The station includes new slide gates, grinders, activated carbon odor control system, piping and valves, surge controls, variable frequency drive pump controls, electric and generator rooms, power distribution

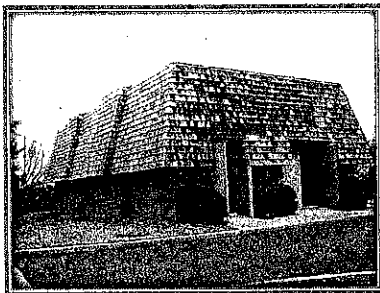


equipment, including an emergency generator, heating, ventilation, plumbing, flow measurement equipment, structural repairs to the existing wet well, gas detection system, force main bypass chamber and force main "pig" launching chamber. The project also includes installation of a wastewater bypass facility with a below grade structure, three submersible pumps, variable frequency drive controls, separate valve and surge control chambers and a bypass force main.

➤ **Rehabilitation of the Bayview Ave. Pumping Station and Force Main**

Rehabilitation and upgrading the pumping station to a firm capacity of 1,200 gpm utilizing submersible pumps in the dry pit mode. Also included was the installation of a communitor and fuel tank and vault, rehabilitation or replacement of all structural, architectural, mechanical, electrical, plumbing, heating and ventilation equipment and controls. This job also included the installation of a new manhole, upstream of the station for the purpose of installing permanent bypass pumping equipment, installation of a generator, a complete odor control system, installation of a pig launcher and sliplining of 460 lf of 12 inch force main.

➤ **Ray Street Pumping Station**



The County of Nassau, Department of Public Works, retained D&B to provide engineering services for implementing the rehabilitation and upgrading of the Ray Street Sewage Pumping Station. The 4-pump pumping station is designed for a maximum flow capacity of 15 mgd. The projects goals are to rehabilitate station deficiencies and upgrade the station to safely maintain the reliability and operability of the facility, including design of a Temporary Bypass System, new HVAC system to rectify "short circuiting" with existing HVAC equipment and a new pile-supported building extension for a new Emergency Generator and Odor Control System. D&B has led efforts to bring this project to completion even with damage sustained due to Hurricane Irene and Superstorm Sandy.

As with a majority of D&B's projects, in-house personnel are performing each step of work, using internal communication which ensures timely completions. Tasks performed on this project included planning; development of Technical Design Report, preliminary construction cost estimates and recommendations/breakdowns of various rehabilitation/upgrade components to assist the County in prioritizing/determining what can be completed within the County's budget; permitting; design plans; specifications; bid evaluation and engineering services during construction. In keeping with our policy of client-



based follow up for transfer to resident control, D&B also provided easy-to-read O&M Manuals, and start-up and training.

➤ **Rehabilitation of the Ocean Ave. Pumping Station and Force Main**

Rehabilitation and upgrading the pumping station to a firm capacity of 2,300 gpm utilizing submersible pumps in the dry pit mode. Also included was the rehabilitation or replacement of all structural, architectural, mechanical, electrical, plumbing, heating and ventilation equipment and controls. This job also included bypass pumping, installation of a new generator, odor control, repair of the existing superstructure, installation of a pig launcher and sliplining of 4,000 lf of 18 inch force main.

➤ **Rehabilitation of the Longacre Ave. Pumping Station and Force Main**

Rehabilitation and upgrading the pumping station to a firm capacity of 2,000 gpm utilizing submersible pumps in the dry pit mode. Also included was the rehabilitation or replacement of all structural, architectural, mechanical, electrical, plumbing, heating and ventilation equipment and controls. This job also included bypass pumping, installation of a new generator, odor control, installation of a pig launcher and sliplining of 2,700 lf of 18 inch force main.

➤ **Additional Nassau County Pumping Stations past work experience include:**

- Doughty Boulevard Pumping Station
- East Avenue Ejector Station
- Long Beach Road Pumping Station
- Lido Boulevard Pumping Station
- Royal Avenue Pumping Station
- Woodmere Boulevard Pumping Station
- Mott Street Pumping Station
- Merrick Road Pumping Station
- Wantagh Park Pumping Station
- Alhambra Road Pumping Station
- Biltmore Boulevard Pumping Station

➤ **Nassau County Sewer System Master Plan**

The Nassau County Department of Public Works (County) owns and operates the Bay Park Sewage Treatment Plant (Bay Park), the Cedar Creek Water Pollution Control Plant (Cedar Creek), and thirty-seven (37) pumping stations. D&B and another firm in a Joint Venture developed a wastewater treatment facilities Master Plan. The Master Plan encompasses a 20-year planning period and evaluates service area flow projections, future regulatory



requirements, facility condition, facility capacity, and facility treatment performance to develop and evaluate capital alternatives.

The first phase of the project included the development of service area flow projections, identifying future regulatory requirements, conducting an asset condition assessment, and evaluating facility performance and capacity for Bay Park, Cedar Creek and 37 pump stations. Based on these capacity, regulatory, condition, and performance issues, a number of capital alternatives were identified to be required over the 20-year planning period. The second phase of the project consisted of the development of capital alternatives to identify planning-level design approaches and capital costs.

During May and June 2008, all 37 pump stations owned and operated by the NCDPW were inspected. These inspections were conducted to establish a baseline condition and performance of the major equipment at each pump station, as well as to determine conformance with the County's Pumping Station Design Guidelines, dated June 2005. The inspection observations were categorized into near term and general maintenance items and general safety items. These findings were presented to the County at a workshop.

Based on field visits, four pump/ejector stations were recommended to be rehabilitated or replaced, in kind or as pump stations, within the next five years or sooner. These stations are the East Avenue Ejector Station in Inwood, the East Hills Pump Station in Roslyn Heights, the Ray Street Pump Station in Freeport and Bernice Drive Ejector Station in East Meadow.

A twenty (20) year capital plan was developed which included the major work items to be accomplished at each pump station. These items were based on the field visits, condition and performance codes for the major equipment and the County's Sewage Pumping Station Design Guidelines and includes preliminary cost estimates for each station (five (5), ten (10), and twenty (20) year costs).

D&B was part of the "First Responders" to assess, document and restore service to the damaged and inoperable wastewater pumping stations in the days immediately following the October 2012 Superstorm Sandy. **The D&B Emergency Task Force Team worked hand in hand with Nassau County and was able to restore and rehabilitate all of the out-of-service Pump Stations as a result of the storm.** The firm's in-depth knowledge of the 37 pump stations plus Cedar Point Lake (Doxey) - Pump Station and equipment owned and operated by the County was a key element that worked then and will work in the near future for the permanent restoration projects.

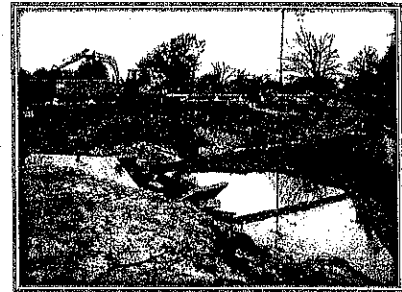
The stabilization, restoration and future mitigation to prevent these events from re-occurring for this Critical Infrastructure is of the utmost importance. **The D&B Team has the experience and understanding of the equipment and physical condition of the County's**



Pump Stations to successfully provide the services required to perform the proposed Pump Station Mitigation Project while efficiently meeting the aggressive schedules.

➤ **Superstorm Sandy 38 Pump Station Emergency Rehabilitation**

Hurricane Sandy took its toll on Nassau County's wastewater conveyance and treatment infrastructure. Hard-hit were the 70 million gallon per day Bay Park Sewage Treatment Plant as well as its network of wastewater pump stations. Many of the pump stations were flooded and without utility power rendering them completely out-of-service. Given this situation, D&B was requested to act as "first responders" assessing the condition of each of the County's 38 pump stations; preparing damage assessment reports along with photo documentation for each with the ultimate goal of restoring the stations and treatment plant to full operation. Through it all, D&B engineers work "hand-in-hand" with County personnel as part of County Executive Mangano's Emergency Task Force Team performing the necessary work in a "phased approach" consisting of infrastructure "triage", "stabilization" and finally, "permanent restoration and mitigation".



Sandy's wrath inflicted significant damage to superstructures, substructures, main electrical service panels, emergency generators, main sewage pumps, pump control systems, variable frequency drives, sump pumps, Motor Control Centers (MCC) compressors, HVAC systems, odor control systems, lighting systems and grinder systems, among numerous other critical components. D&B's knowledge of the County's wastewater pump stations and equipment facilitated immediate and innovative solutions for emergency rehabilitation of essential systems, returning the pump stations to operation after the hurricane.

The damage inspection/assessment program began on Wednesday, October 31, 2012, and continued well into 2013 in support of the County seeking reimbursement from the Federal Emergency Management Agency (FEMA). As part of that support to the County, D&B met with the FEMA Critical Infrastructure Team and the State conducting inspections of the affected locations and providing FEMA representatives with the information required to support the reimbursement process.

As part of the emergency rehabilitation, when possible, D&B incorporated mitigation improvements into the work including such items as elimination of a floor-mounted MCC and installation of separate wall-mounted pump starter cabinets, main service cabinet and telemetry panel well above the Hurricane Sandy flood elevation. D&B also assisted Nassau County to develop mitigation alternatives to assist the County in moving forward with the permanent restoration work.



D&B performed visits to all 38 pump stations to assess damage, obtain documentation and initiate the huge restoration efforts to return to service as quickly as possible the ten out-of-service (*) pump stations out of the total of 38 pump stations, as listed below:

-
- | | | |
|----------------------|---------------------|----------------------|
| ➤ Alhambra Rd. PS | ➤ Felix Ct. PS* | ➤ Northern Blvd. PS* |
| ➤ Bayview Ave. PS | ➤ Fox Rd. PS | ➤ Ocean Ave. PS |
| ➤ Bernice Dr. PS | ➤ Grand Ave. PS | ➤ Pelican Pond PS |
| ➤ Biltmore PS* | ➤ Inwood PS | ➤ Ray St. PS* |
| ➤ Boden Ave. PS | ➤ Lido PS | ➤ Roosevelt Blvd. PS |
| ➤ Cedar Dr. PS* | ➤ Long Beach Rd. PS | ➤ Roslyn Rd. PS |
| ➤ Cold Spring Rd. PS | ➤ Longacre PS | ➤ Roslyn Village PS |
| ➤ Doughty Blvd. PS* | ➤ Mallard PS | ➤ Royal Ave. PS |
| ➤ Doxey Brook SW PS* | ➤ Merrick Rd. PS | ➤ Stratford S. ES |
| ➤ East Ave. PS* | ➤ Mill Rd. PS | ➤ Wantagh Park PS |
| ➤ East Hills PS | ➤ Millar St. PS | ➤ Whitewood Dr. PS |
| ➤ East Williston PS | ➤ Mott St. PS* | ➤ Woodmere Blvd. PS* |
| ➤ Falmouth PS | ➤ Newbridge Rd. PS | |
-

Additional Nassau County Pumping Stations that D&B has provided engineering services include:

-
- | | | |
|---------------------|--------------------|-------------------|
| ➤ Long Beach Rd. PS | ➤ Doughty Blvd. PS | ➤ Wantagh Park PS |
| ➤ Lido Boulevard PS | ➤ East Ave. PS | ➤ Alhambra Rd. PS |
| ➤ Royal Ave. PS | ➤ Mott St. PS | ➤ Biltmore PS |
| ➤ Woodmere Blvd. PS | ➤ Merrick Rd. PS | ➤ Bayview Ave. PS |
-

COUNTY OF NASSAU

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

1. Name of the Entity: D&B Engineers and Architects, P.C.

Address: 330 Crossways Park Drive

City, State and Zip Code: Woodbury, NY 11797

2. Entity's Vendor Identification Number: 11-2393559

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):


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


Question 4:

Henry J. Chlupsa, President, [REDACTED]
Steven A. Fangmann, Executive Vice President, [REDACTED]
Robert L. Raab, Senior Vice President, [REDACTED]
William D. Merklin, Senior Vice President, [REDACTED]
Brian M. Veith, Senior Vice President, [REDACTED]
Robert J. DeGiorgio, Senior Vice President, [REDACTED]
John Schreck, Senior Vice President, [REDACTED]
Michael Sciarrillo, Director of Architecture, [REDACTED]



Question 5:

Henry J. Chlupsa, President, [REDACTED]
Steven A. Fangmann, Executive Vice President, [REDACTED]
Robert L. Raab, Senior Vice President, [REDACTED]
William D. Merklin, Senior Vice President, [REDACTED]
Brian M. Veith, Senior Vice President, [REDACTED]
Robert J. DeGiorgio, Senior Vice President, [REDACTED]
John Schreck, Senior Vice President, [REDACTED]



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

D&B Environmental Associates, LLC

D&B Engineers, LLC

Both affiliates will not be performing under 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: 2/16/17

Signed: 

Print Name: Steven A. Fangmann, P.E.

Title: Executive Vice 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.

AMENDMENT NO. 1

AMENDMENT, dated as of _____, 2017 (this "Amendment"), 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 Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) D&B Engineers and Architects, P.C., a consulting engineering firm having its principal office at 330 Crossways Park Drive, Woodbury, New York 11797 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number S3P311-03C between the County and the Firm, executed on behalf of the County on August 13, 2014 (the "Original Agreement"), the Firm performed certain services for the County in connection with construction management services associated with Pump Station Mitigation for Wantagh Park, Newbridge Road, Merrick Road and Ray Street, for 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 was from September 4, 2014, through July 8, 2017 (the "Original Term"); and

WHEREAS, the County and the Firm desire to amend and extend the Original Term in order to complete the Services; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment ("Amendment No. 1"), the parties agree as follows:

1. Term Extension. The Original Term, shall be extended by twenty-four (24) months so that the Expiration Date as amended by this Amendment ("Amendment No. 1") shall be July 8, 2019 (the "Amended Term"). The Department, in its sole discretion, shall have the right to extend this Amended Term for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date.

2. 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 date first above written.

D&B ENGINEERS AND ARCHITECTS, P.C.

By: 

Name: Steven A. Fangmann

Title: Executive Vice President

Date: 2/16/17

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 16 day of February in the year 2017 before me personally came Steven A. Fangmann 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 Executive Vice President of D&B Engineers and Architects, 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

KELLY PEDONE Notary Public, State of New York Registration #01PE5030019 Qualified In Nassau County Commission Expires July 5, 20 <u>18</u>
--

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2017 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

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: February 23, 2017

SUBJECT: Personal Services Agreement with D&B Engineers & Architects, P.C.
Pump Station Mitigation
Amendment No. 1 for Design Services - Extension of Time
Agreement No. S3P311-03C

This Department is requesting approval of an amendment to the above subject agreement to extend the time for design and construction phase services regarding four (4) Sewage Pumping Stations located at Wantagh Park, Newbridge Road, Merrick Road and Ray Street. The time extension is to cover from the expiration of the Original Agreement on July 8, 2017, for one (1) year through July 8, 2018. In addition, the Agreement may be further extended for a period of up to one (1) year.

There is no modification of the cost ceiling involved with this time extension. Funding will continue to be made available from Capital Project No. 3P311. It is expected that the full cost of these services will continue to be eligible for reimbursement by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

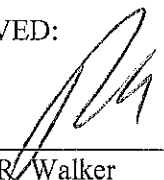
If you approve or disapprove of the above request, please signify below and return the memo to this office for appropriate action.


Richard P. Millet
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

APPROVED:


Richard R. Walker
Chief Deputy County Executive

Date

2/24/2017

DISAPPROVED:

Richard R. Walker
Chief Deputy County Executive

Date



CERTIFICATE OF LIABILITY INSURANCE

12/22/2016

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 have ADDITIONAL INSURED provisions or be endorsed.

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)795-5107 E-MAIL: info@hubbinette-cowell.com ADDRESS:																					
INSURED D&B ENGINEERS AND ARCHITECTS, P.C. DBA DVIRKA & BARTILUCCI CONSULTING ENG. 330 CROSSWAYS PARK DRIVE WOODBURY, NY 11797	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> <tr> <td>INSURER A:</td> <td>HARTFORD FIRE INS. CO.</td> <td>19682</td> </tr> <tr> <td>INSURER B:</td> <td>THE TRAVELERS INDEMNITY CO.</td> <td>25666</td> </tr> <tr> <td>INSURER C:</td> <td>CONTINENTAL CASUALTY CO.</td> <td>20443</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A:	HARTFORD FIRE INS. CO.	19682	INSURER B:	THE TRAVELERS INDEMNITY CO.	25666	INSURER C:	CONTINENTAL CASUALTY CO.	20443	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

FRAGES: 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.

TRA	TYPE OF INSURANCE	ADOL INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		12UUNUI2753	01/01/17	01/01/18	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY						MED EXP (Any oneperson) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY	X		12UENVE8791	01/01/17	01/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANYAUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	X		R/O ZUP 12R32754-16	01/01/17	01/01/18	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N	N/A	12WEES4570	01/01/17	01/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/OWNER/OFFICER/OWNER EXCLUDED? (Mandatory in NJ)						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
C	PROFESSIONAL LIABILITY			AEH008220857	01/01/17	01/01/18	SELF INS. RET. \$100,000 PER CLAIM \$5,000,000 AGGREGATE \$5,000,000

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.

CERTIFICATE HOLDER NASSAU COUNTY 1550 FRANKLIN AVE. 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
--	---

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Steven A. Fangmann, P.E., Executive Vice President

Name and Title of Authorized Representative

m/d/yy

Signature

Date

D&B Engineers and Architects, P.C.

Name of Organization

330 Crossways Park Drive, Woodbury, NY 11797

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Contract ID#: S3P311-03C

CFPW14000023
Department: Public Works

CF (Capital) **Contract Details**

E-150E-14
 SERVICE: Detailed Design Services

NIFS ID #: CFPW14000023 NIFS Entry Date: 5/19/14 Term: from Execution to 7/8/2016

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor		County Department	
Name Dvirka & Bartilucci, Consulting Eng.	Vendor ID# 11-2393559	Department Contact Joseph L. Davenport	
Address 330 Crossways Park Drive Woodbury, NY 11797	Contact Person Steven A. Fangmann, P.E. Phone (516) 364-9890	Address 3340 Merrick Rd Wantagh NY 11973 Phone (516) 571-7508	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fwd'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	5/14/14	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval	5/14/14	[Signature]	
	OMB	NIFS Approval	5/29/14	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
6/3/14	County Attorney	CA RE & Insurance Verification	6/3/14	[Signature]	
6/3/14	County Attorney	CA Approval as to form	6/3/14	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fwd'd Original Contract to CA	6/5/14	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>				
	County Attorney	NIFS Approval	7/1/14	[Signature]	
	Comptroller	NIFS Approval	7/1/14	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg.	7/9/14	[Signature]	

Contract Summary

Description: Pump Station Mitigation – Wantagh Park, Newbridge Road, Merrick Road and Ray Street ~ Detailed Design Services
Purpose: Professional services in regard to the design of improvements regarding repairs/replacements resulting from Hurricane Sandy as well as requirements for Code/OSHA compliance items and 500-year flood mitigation measures.
Method of Procurement: Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993.
Procurement History: The Request for Proposals (RFP) was prepared in accordance with the Department's policy for assessing technical understanding, statement of qualifications and proposed project schedule. The RFP was posted on the County's website and advertised in Newsday. Proposals were received from four (4) firms on February 28, 2014. 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 proposal submitted by Dvirk & Bartilucci, Consulting Engineers, having the highest technical rating and a reasonable cost, represents the best value to the County.
Description of General Provisions: The firm will prepare 30-100% detailed design documents (plans and specifications) suitable for public bidding purposes, based upon 30% preliminary design documents. The firm will also provide construction phase design services (shop drawing review, proposed substitution review, etc.).
Impact on Funding / Price Analysis: Funding for these services will be from capital project no. 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.
Change in Contract from Prior Procurement: n/a.
Recommendation: Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	3P
Resp:	311
Object:	000002
Transaction:	103

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$ 422,500.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ 422,500.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	CSW; 3P311 SANV013	\$ 422,500.00
2		\$
3		\$
APPROVED:	<i>[Signature]</i> 6/3/10	\$
		\$
RECEIVED SECTION		\$(DATE)
	TOTAL	\$ 422,500.00

RENEWAL	
% Increase	
% Decrease	

CFPW14000023

Document Prepared By: Joseph L. Dayenport, Chief Sanitary Engineer

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-150-14

RULES RESOLUTION NO. 180 2014

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, ANDD & B
ENGINEERS AND ARCHITECTS, P.C.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6/30/14
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement
with D & B Engineers and Architects, P.C. to provide final design and
construction phase services for the Wantagh Park, Newbridge Road, Merrick
Road and Ray Street Pump Stations, a copy of which is on file with the
Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said agreement
with D & B Engineers and Architects, P.C.

RULES RESOLUTION NO. - 2014

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 D & B
ENGINEERS AND ARCHITECTS, P.C.

WHEREAS, the County has negotiated a personal services agreement
with D & B Engineers and Architects, P.C. to provide final design and
construction phase services for the Wantagh Park, Newbridge Road, Merrick
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Legislature authorizes the County Executive to execute the said agreement
with D & B Engineers and Architects, P.C.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Division of Administration
Att: Loretta Dionisio, Hydrogeologist II

FROM: Division of Engineering
Water/Wastewater Engineering Unit

DATE: May 7, 2014

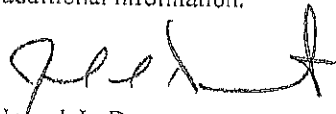
SUBJECT: Agreement with Dvirka and Bartilucci, Engineers & Architects, P.C. (D&B)
Detailed Design Services
Pump Station Mitigation
Proposed Agreement No. S3P311-03C

Attached herewith are the following documents for your review and processing:

- Proposed professional services agreement with D&B [Two (2) copies]
- Draft Request to Initiate Form
- CSEA Notification Memo
- County Executive Recommendation Memo, dated March 31, 2014
- Contract Summary and Routing Form
- Comptroller Approval Form for Personal Services Contracts
- NIFA Approval Form
- Consultant, Contractors, and Vendors Disclosure Form
- Consultant Insurance Certificates
- Agreement Processing Fee of \$533.00 (D&B check)

Your prompt processing of the attached Agreement would be appreciated in order to enable the earliest possible assignment to a Legislative Rules Committee Meeting agenda.

Please contact the undersigned should you have any questions concerning the foregoing or should you require additional information.



Joseph L. Davenport
Chief Sanitary Engineer
Unit Head, Water/Wastewater Engineering Unit

JLD:cs

Attachments

c: Shila Shah-Gavnoudias, Commissioner
Thomas A. Immerso, Sanitary Engineer II



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: March 31, 2014

SUBJECT: Proposed Personal Services Agreement with D&B Engineers & Architects, P.C.
Recommendation of Firm for Detailed Design Services
Pump Station Mitigation
Proposed Agreement No. S3P311-03C

This Department intends to procure detailed design services for repairs/replacements resulting from Hurricane Sandy as well as requirements for Code/OSHA compliance items and flood mitigation measures for four (4) Sewage Pump Stations – Wantagh Park, Newbridge Road, Merrick Road and Ray Street.

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 four (4) firms (listed below) on February 28, 2014. 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 design fee (based upon a \$7,300,000.00 construction budget):

Firm Name	Tech Rank	Tech Rating	Proposed Design Fee Percentage	Total Design Fee (Div. B, C, D & E)	Total Design Fee with 30% Contingency
Dvirka & Bartilucci	1	92.50	4.45%	\$325,000.00	\$422,500.00
Garnett Fleming	2	85.25	8.50%	\$620,500.00	\$806,650.00
Cameron Engineering	3	83.00	9.00%	\$657,000.00	\$854,100.00
Sidney Bowne	4	73.75	11.20%	\$817,300.00	\$1,062,490.00

As evidenced by the table above, the proposal from Dvirka & Bartilucci received the highest technical rating while both the proposed design fee percentage and total design fee were the lowest submitted, requiring no further clarification as a basis for selection. Accordingly, in our professional judgment, the proposal submitted by Dvirka & Bartilucci, having a significantly higher technical rating and proposing a reasonable design fee, represents the best value to the County.



Office of the County Executive

March 31, 2014


Page 2

Subject: Proposed Personal Services Agreement with D&B Engineers & Architects, P.C.
Recommendation of Firm for Detailed Design Services
Pump Station Mitigation
Proposed Agreement No. S3P311-03C

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.

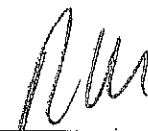

Shila Shah-Gaynoudias
Commissioner

SSG:KGA:JLD:cs

c: 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:

DISAPPROVED:

 3/28/14

Richard R. Walker Date
Chief Deputy County Executive

Richard R. Walker Date
Chief Deputy County Executive



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: Dvirka & Bartilucci, Consulting Engineers

CONTRACTOR ADDRESS: 330 Crossways Park Drive
Woodbury, NY 11797

FEDERAL TAX ID #: 11-2393559

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. ☒ 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.

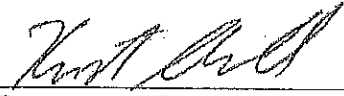
VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a 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. [X] 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

5/15/14
Date

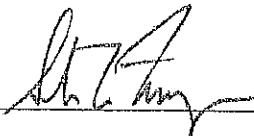
NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: D&B Engineers and Architects, P.C. (known as Dvirka and Bartilucci Consulting Engineers)
Address: 330 Crossways Park Drive
City and State: Woodbury, New York Zip Code 11797
2. Firm's Vendor Identification Number: 11-2393559
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company X Closely Held Corp. _____ Other (specify) _____
4. List names and address 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 sheet (s) if necessary)
- Henry J. Chlupsa, President _____
Steven A. Fangmann, Executive Vice President _____
Robert L. Raab, Vice President _____
5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).
- Henry J. Chlupsa, President _____
Steven A. Fangmann, Executive Vice President _____
6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [If none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).
- D&B Environmental Associates, LLC _____

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: April 16, 2014

Signed: 

Print Name: Steven A. Fangmann

Title: Executive Vice President

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: D&B Environmental Associates, LLC

Address: 330 Crossways Park Drive

City and State: Woodbury, New York Zip Code 11797

2. Firm's Vendor Identification Number: 20-2783675

3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ X _____ Ltd Liability Company _____ Closely Held Corp. _____ Other (specify)

4. List names and address 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 sheet (s) if necessary)

Henry J. Chlupsa, President _____

Steven A. Fangmann, Executive Vice President _____

Robert L. Raab _____

5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

Henry J. Chlupsa, President _____

Steven A. Fangmann, Executive Vice President _____

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Dvirka and Bartilucci Consulting Engineers (a Division of D&B Engineers and Architects, P.C.)

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: April 16, 2014

Signed: _____ 

Print Name: Steven A. Fangmann

Title: Executive Vice President

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: April 15, 2014

SUBJECT: CSEA Notification of a Proposed DPW Contract
Pump Station Mitigation – Detailed Design Services
Proposed Contract No. S3P311-03C

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 contract/agreement is for the work which has "historically and exclusively been performed by bargaining unit members".

1. DPW plans to recommend a contract/agreement for the following services:

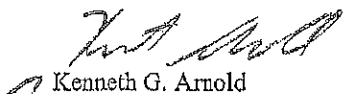
Detailed design services for repairs/replacements resulting from Hurricane Sandy as well as requirements for Code/OSHA compliance items and flood mitigation measures for four (4) sewage pump stations – Wantagh Park, Newbridge Road, Merrick Road and Ray Street – all located within SDD No. 3.

2. The work involves the following:

Scope of Work: Detailed design services to complete 30% preliminary design documents previously submitted to this Department by others. Services to be provided will include: Division B – Detailed design and Divisions C, D & E – Construction-related services.

3. An estimate of the cost is: \$422,500.00
4. An estimate of the duration is: Fifteen (15) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.


Kenneth G. Arnold
Assistant to Commissioner

KGA:JLD:cs

c: Keith Cromwell, Office of Labor Relations
William S. Nimmo, Deputy Commissioner
Patricia Kivo, Unit Head, Human Resources Unit
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Thomas A. Immerso, Sanitary Engineer II ✓
Loretta V. Dionisio, Hydrogeologist II



FDE - 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 One West Street, 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) D&B Engineers and Architects, P.C., a consultant engineering firm having its principal office at 330 Crossways Park Drive, Woodbury, New York 11797, (the "Final Design Engineer (FDE)" or the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on July 8, 2016 (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the FDE 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, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the FDE under this Agreement consist of the final design and construction phase services for the Wantagh Park, Newbridge Road, Merrick Road and Ray Street Pump Stations. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Appendix "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Contractor shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

(c) The following items are not included in the FDE'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 FDE 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 FDE 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 FDE as full consideration for the FDE's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Appendix "B". Notwithstanding the foregoing, the maximum amount to be paid to the FDE for the FDE's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed Four Hundred Twenty Two Thousand Five Hundred Dollars (\$422,500).

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

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor 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 Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Contractor 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 Contractor 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 Contractor 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 Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor 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 Contractor hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

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

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

7. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix "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 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, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

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

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

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

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

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

9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any negligent 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 any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

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

10. 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 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 Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

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

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of

written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

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

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

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

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

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

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

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

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this

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

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

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

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

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

(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.

20. Administrative Service Charge. The Contractor 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 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

21. Joint Venture.

(a) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint ventures associated for

the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Contractor or any other entity, partner or joint venture hereunder.

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

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

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

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

{Remainder of page intentionally left blank}

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

D&B ENGINEERS AND ARCHITECTS, P.C.

By: _____

Name: Steven A. Fangmann

Title: Executive Vice President

Date: 4/16/14

NASSAU COUNTY

By: _____

Name: Richard R. Walker

Title: Chief Deputy County Executive

Date: 8/13/14

PLEASE EXECUTE IN BLUE INK

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

STATE OF NEW YORK)

COUNTY OF NASSAU) ss.:

On the 16 day of April in the year 2014 before me personally came Steven A. Fangmann 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 Exec. Vice President of D&B Engineers and Architects, 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

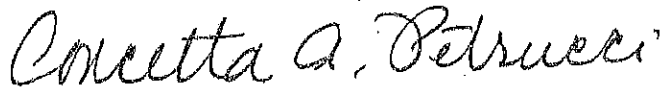
KELLY PEDONE
 Notary Public, State of New York
 No. 01PE5030019
 Qualified in Nassau County
 Commission Expires July 5, 2014

STATE OF NEW YORK)

COUNTY OF NASSAU) ss.:

On the 13 day of August in the year 2014 before me personally came Richard R. Wolk 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


 CONCETTA A. PETRUCCI
 Notary Public, State of New York
 No. 01PE5030020
 Qualified in Nassau County
 Commission Expires April 02, 2016

APPENDIX A DETAILED SCOPE OF SERVICES

A. Division B - Detailed Design Services

Upon County approval, the FDE agrees to perform all the usual and necessary design services in connection with the preparation of detailed contract drawings, specifications and estimates for the Pump Stations suitable for public bidding based on this Agreement, the RFP Attachment B – Preliminary Design Package, and the RFP Attachments C and D, which contain Table of Contents of Standard Specifications and list of Standard Details, respectively.

The FDE shall enter into a professional services contract directly with the County. Under a separate agreement, the County has authorized the County's program manager, the Bay Park Recovery Program Management Joint Venture, hereinafter "PM-JV", to serve as the County's agent for the Assignment. The PM-JV's activities will include, but are not necessarily limited to, verifying that the FDE's design conforms to the overall design intent of the County's improvement program, reviewing the FDE's submittals, schedule tracking, review of FDE's payment requests, and tracking progress and status of the assignment and project.

1. Review of the preliminary design documents. If there are exceptions, follow procedure described in Appendix A1 to issue technical memorandum with comments and, if appropriate, issuance of a written amendment to the preliminary design documents. Ultimately, the FDE shall submit to the PM-JV written, unconditional acceptance of the preliminary design documents as finalized.
2. Amend or update the preliminary design documents (RFP Attachment B) prepared by the PM-JV. The PM-JV will furnish to the FDE native electronic files for the FDE's use in amending or updating the preliminary design documents, which are to be submitted by the FDE at the Draft (60% design completion) submittal stage.
3. Design Milestones: Submit Draft (60% design completion), Pre-Bid (90% design completion) and Bid Ready (100% design completion) documents for PM-JV review. Components of each such submittal shall include drawings, specifications, other documents that shall be included in the Bid Ready documents, and updated construction cost estimate.
4. For each submittal, the submitted documents shall be furnished in printed and electronic format. Unless a lesser quantity is acceptable to the County and PM-JV, furnish ten, full-sized printed copies (on bond paper) for each submittal, and furnish electronic copy transmitted in form mutually acceptable to the FDE and PM-JV (e.g., compact disc, thumb-drive, or transmitted via e-mail or ftp: site). Electronic copies shall be in both portable document format (PDF) and native file format, unless otherwise agreed upon by the FDE and PM-JV. The County shall have the required number of sets of bid documents printed without the assistance of the FDE.
5. Design Milestone Delivery Dates: Due to the critical nature of this project, the County intends that it be advanced under an aggressive time frame. The Detailed Design Services (Division B) shall be completed within 90 calendar days of the County's authorization to begin services (NTP). Schedule shall accommodate a minimum of 2 weeks of review time for each design submittal package. Below are the milestone dates, if the FDE misses any milestone the County reserves the right to cancel the remainder of the agreement.

Milestone #1:	Draft Submittal (60% Design)	45 days from NTP
Milestone #2:	Pre-Bid Submittal (90% Design)	65 days from NTP
Milestone #3:	Bid Ready (100% Design)	90 days from NTP

6. Drawings: The contract drawings shall be prepared using Autodesk AutoCAD software in a version acceptable to the County/PM-JV. The PM-JV has prepared AutoCAD drawings as part of the preliminary design phase and will furnish to the FDE native files upon award of the contract to the FDE. Such existing AutoCAD files are in 2D format and FDE shall survey and confirm vertical datum elevations, prepare as-built condition drawings and design using the 2D CAD model for this assignment. The PM-JV has prepared a set of standard details to be used as a starting point by the FDE. FDE shall develop the project details, to the extent possible, from the PM-JV-developed standard details. The FDE shall be responsible for developing all project details, whether or not developed from the standards furnished by the PM-JV.

7. Specifications: County/PM-JV shall furnish a copy of the County's standard "front-end" documents for bidding and contracting requirements, including the Notice to Bidders, Instructions to Bidders, Proposal (bid form), Agreement, and General Conditions. The Proposal forms, Supplementary or Special Conditions, Division 1 specifications, and all other sections of the specifications shall be developed by the FDE. Bidding and contracting requirements and the specifications shall be organized in accordance with the Construction Specifications Institute's MasterFormat 1988 edition (e.g., 16 Divisions plus the "front-end"). The PM-JV has prepared a set of standard specifications to be used as a starting point by the FDE. FDE shall develop the project specifications, to the extent possible, from the PM-JV-developed standard specifications. The FDE shall be responsible for developing all project specifications, whether or not developed from the County's standard specifications. FDE shall have complete professional liability for the project specifications, whether or not developed from the standards furnished by the PM-JV.

8. Cost Estimate: A complete construction cost estimate, including all construction factors, allowances (if any), alternate bid items, contingencies, costs for the construction contractor's "general conditions" and "Division 1" costs, and contractor's overhead and profit, shall be furnished with each design milestone submittal. It is anticipated that the accuracy of such cost estimates shall increase with each successive milestone submittal. Submit three (3) copies of the detailed construction cost estimate at each of the design milestone points defined above. The estimates shall be developed in accordance with the following standards:
 - a. Design Development – Construction Cost Estimate

Develop a Design Development construction cost estimate, based upon a 60% +/- design at the end of the Design Development Phase of the project. This shall be considered a Class 2 cost estimate in accordance with AACE International recommended Practice 18R-97 (Revised 2011). Provide a Basis of Estimate document in accordance with AACE International Recommended Practice No. 34R-05.

 - b. Construction Drawing Phase (CDP) – Construction Cost Estimate

Develop a CDP construction cost estimate, based upon a 100% +/- design at the end of the CDP of the project. This shall be considered a Class 1 cost estimate in accordance with AACE International recommended Practice 18R-97 (Revised 2011). Provide a Basis of Estimate document in accordance with AACE International Recommended Practice No. 34R-05.

 - c. Estimate Methodology

Estimates shall be clearly quantified and detailed as to Labor, Material, and Equipment (construction assistance) components. All estimated Labor shall be developed using current wage rates, crew-based detail, and specific assigned productivities. All estimated Material shall be developed using current local pricing or vendor quotations. All estimated Equipment used for construction

assistance shall be clearly defined and costs shall be based on current rental and operating rates. Lump sums or plug numbers should be rarely used and only in cases of scope uncertainty (typically at early design phases) or for quoted prices from Subcontractors that have included all Labor, Material, and Equipment within their quote. Submitted estimates shall contain backup for all pricing components as required.

Provide Markups/Add-On cost factors for all "Below-the-Line" costs, such as Overhead, Profit, Escalation to the Midpoint of Construction, Insurance, and Bond. These factors need to be clearly defined and justified by current construction market standards. Provide backup for all escalation calculations and any relevant allowance or unit price calculations. General Conditions costs are to be estimated in detail and not applied as a factor. Design Contingencies are to be applied in accordance with the design level.

Estimates can be provided in either spreadsheet format (such as Excel) or database formats (such as Sage Timberline). Estimates shall be organized into clear Work Breakdown Structure (WBS) formats at all design levels. Estimate report formats shall be determined by the County/PM-JV, but at a minimum shall include estimate summary reports and detailed estimate reports.

d. FEMA Cost Breakdowns

At the start of the design development, all items that are determined per PM-JV-provided criteria to be reimbursable by FEMA funds shall be segregated and independently estimated at each design level. Final bid documents are required to contain clear bid scope line items for any items that will be reimbursed by FEMA.

e. Deliverables

For each design milestone provide working digital copies of all estimates, as well as PDF versions of all Basis of Estimate reports and estimate summary and detailed reports. All estimates are subject to County/PM-JV review and if any deficiencies are noted or corrections are required, the estimates shall be returned for resubmission for no additional compensation.

9. Attend review meetings with the County and the PM-JV on the average of twice per month in order to review job progress and to resolve design issues and address and resolve other questions. The FDE shall prepare draft and final minutes of each meeting, and, after County approval, distribute final minutes to all attendees.
10. Prepare and submit the necessary Environmental Impact Forms.
11. Prepare permit applications, reports, documents, submittals, written responses and revised materials required by authorities and agencies having jurisdiction. **This work task shall not be considered complete until it culminates in a permit or pre/post design approval by the appropriate agency or agencies. The FDE must be aware of the latest applicable codes and agency procedural requirements in order to expeditiously complete this design task. Correspondence shall be submitted directly to the agency for review/approval with at least two copies to the County, unless otherwise directed. Typical regulatory agencies involved in our Environmental Engineering Projects may include but shall not be limited to the following:**
 - a. Nassau County Fire Marshal - code compliance for fire protection systems (smoke alarms, sprinklers, etc.).
 - b. Nassau County Health Dept. - code compliance for hazardous chemical storage/conveyance systems, potable water protection devices, etc.

- c. New York State Dept. of Environmental Conservation – Title V Plant-wide Source Emissions Permits, dewatering application/permit submittals, wetland permits, process related permits, grant related submissions, SPDES General Permit-02 for runoff from construction sites, etc.
 - d. New York State Environmental Facilities Corp. - N.Y.S. Revolving Loan Program required submissions.
 - e. Recommendations by County's Insurance Bureau.
 - f. Other Local agencies (Towns, Villages..)
12. Submit written responses to all County and PM-JV review comments.
 13. Make periodic site visits as necessary for a complete understanding of the existing facilities and systems operations.
 14. Attend and facilitate pre-bid meeting
 15. Review all comments and/or questions posed by prospective bidders. Keep a log of such comments/questions and prepare a draft written response to each for review and comment by the County/PM-JV.
 16. Prepare all necessary addenda to the contract documents.
 17. Review all bid proposals received and provide representation at the pre-award meetings. Submit a written recommendation regarding award of the construction contracts.
 18. If requested, the FDE shall provide copies of any and all design calculations.
 19. If the total amount of the lowest responsible construction bids should exceed the final approved construction cost, which is based on the FDE's final construction cost estimate, by more than fifteen (15) percent, the County may require the FDE to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of construction. The FDE is responsible for obtaining construction budget information from the County.

The FDE shall not commence the services described in Divisions C, D and E until such time as the necessary capital funds are appropriated by the Nassau County Legislature, encumbered thereof by the Nassau County Comptroller for the required purpose and authorized by the Commissioner.

B. Division C - General Inspection Services

Prior to and during the course of project construction, the FDE shall perform the following General Inspection Services:

1. The estimated construction period for this assignment is expected to be approximately 550 calendar days.
2. Conform the contract bid documents (plans and specifications) to reflect changes made by addenda. Provide the PM-JV with one (1) set of conformed plans and master specification book as a PDF file and bound .DWG plans on a CD. Additionally, provide eight (8) hard copies of the conformed contract documents.
3. Provide representation at the site(s) pre-construction conference.

4. Review and approve detailed construction, shop and erection drawings.
5. Review and approve all proposed deviations and substitutions which do not constitute significant changes to the scope of work or design intent of the contract drawings.
6. Review all laboratory, shop, mill, material and equipment test reports.
7. Prepare supplemental sketches, if required, to reflect actual field conditions.
8. Make periodic field visits as necessary or reasonably required to observe the construction work and confer with the County and Prime Construction Contractors on construction progress and problems which arise during the progress of the construction work.
9. Assist the County and PM-JV in interpreting the construction contract documents.
10. Review change orders and prepare supplementary drawings and detailed independent cost estimates in a timely fashion so as not to impede construction progress.
11. Arrange for the FDE's project manager and support staff to attend update (one [1] per month) and job (one [1] per month) meetings.
12. Witness and provide a written report on shop tests for all major equipment.
13. Provide consultation on special construction problems by specialists in specific fields of work.
14. Assist the County and the PM-JV in the final inspection of the work to determine if each construction contract has been completed in accordance with the contract documents. Provide written certification that project completion was in accordance with the contract documents.
15. Throughout the construction period and at the completion of the construction activities, field verify and check the Prime Construction Contractor's Record Drawings on which the Prime Construction Contractors have indicated changes in the construction work as-built to the extent possible based on the FDE's periodic site visits. This task shall include, but not be limited to the following:
 - a. That all equipment is shown as installed and that furnished dimensions are correct.
 - b. That all required wiring diagrams, conduit schedules, etc. are provided and are in agreement with the field installation.
 - c. That all changes, additions and deletions are shown.
 - d. That the record drawings are legible and clearly drawn.
 - e. That all supplemental and detailed drawings are included.
16. Check Prime Construction Contractor prepared as-built drawings and modify digital computer files of contract drawings to reflect work as actually constructed. Provide two (2) CD-ROM copies of these as-built digital computer files of the contract drawings.

C. Division D - Facility Operation and Maintenance Manual

Under this division of work, the FDE shall update the pertinent sections of the existing sections of the Bay Park STP Operation and Maintenance Manual ("O&M Manual") using the EPA Publication, "Considerations for preparation of Operation and Maintenance Manuals (EPA-430/9-74001)" as a guideline.

The O&M Manual provides a detailed description of the treatment facilities, process control strategies, start-up and shutdown procedures, laboratory test procedures, emergency response procedures, safety guidelines, troubleshooting procedures, equipment preventive maintenance schedules as well as process flow schematics, isometric figures, cross section and plan diagrams, valve schedules, single line diagrams, and miscellaneous tables.

The completion of the appropriate O&M Manual sections will coincide with each segment of construction. A draft version of the O&M manual sections will be submitted for county review and approval prior to payment for the 90% completion point in construction. A final version of the O&M manual sections will be submitted for County review and approval at the 100% construction completion point to incorporate issues learned during startup. The final O&M manual sections will be supplemented with cataloged and bound copies of the approved equipment manufacturers' O&M Manuals.

Fifteen (15) copies of the draft O&M Manual Sections will be submitted for County review. Two (2) copies of the electronic files (both text and graphics) used to produce the manuals will be turned over to the County. In addition, two (2) hard copies (bound) of the final O&M Manual Sections will be submitted for County review and approval. The County requires compatibility of software as described in the subsequent paragraph.

Prepare and provide to the PM-JV Standard Operating Procedures (SOPs) to assist County staff in the routine operation and monitoring of the new facilities, equipment and/or pump stations. These SOPs will be site and equipment specific and be stand-alone documents with a maximum length of two (2) pages. The SOPs are to be mounted, laminated and then posted near the appropriate equipment or control panel. Two (2) additional copies of the SOPs will be filed in the Plant Operations office, and a copy included in the appropriate O&M manual. Copies of the electronic files (both text and graphics) used to produce the SOPs will be turned over to the PM-JV. The software is to be compatible with existing County software and if not, the FDE will supply additional copies of the software to the County.

Both of these documents will be developed in accordance with the existing manuals and guides (examples are available for the FDE's review).

Add/remove equipment associated with this project on the Plant's Equipment Asset Inventory database.

Two (2) additional copies of the SOP's shall be included in the appropriate O&M Manual. Copies of the electronic files (both text and graphics) used to produce the SOPs will be turned over to the County. The software is to be compatible with existing County software and if not, the FDE will supply additional copies to the County.

D. Division E - Facility Start-Up, Staffing and Training Services

Under this division of work the FDE shall provide the following services:

1. Start-Up Services.

- a. The FDE shall conduct start-up services during construction and shall continue until initiation of the one (1) year project performance period. The following detailed breakdown delineates the specific elements of the services associated with the Pump Stations.
- b. Scheduling. The FDE, in conjunction with the County and PM-JV, shall develop an overall start-up sequencing schedule that will define in detail significant start-up activities. The overall start-up sequencing schedule shall be coordinated with the County and Construction Contractors and updated as necessary.
- c. Start-Up Assistance. The FDE shall provide expert on-site start-up assistance prior to and during initial flow-through for the process units. Start-up assistance during the first year of operation will be provided on a reasonable "on-call" basis for troubleshooting, debugging, cost-effective process optimization, and general startup supervision. Services to be provided include:
- d. Strategic Start-Up Plan. This plan is designed to delineate major and minor events expected when placing into operation equipment installed in connection with the Pump Stations. The Start-up Plan shall identify specific plant components and unit processes that will affect each other and establish a network of related steps that will lead to a logical and smooth start-up. The strategic Start-up Plan shall also define the roles and responsibilities of the participants (County, FDE and construction FDEs). This plan shall be reviewed with the County. Emphasis throughout the start-up will be on the O&M responsibilities of the plant staff to ensure protection of equipment warranties.
- e. Establish Process Parameters. The FDE shall review the process design and process operational parameters and establish start-up procedures for each unit process. Start-up procedures shall contain complete information pertaining to control of the equipment and process trains associated with the Pump Stations.
- f. Checklists, Logs, Records and Reports. Although various checklists and plant operating logs are in use, the FDE shall, if necessary, upgrade the system by reviewing existing shift checklists, operating logs, records and reports for all processes affected by the inclusion of the Pump Stations. The FDE shall provide recommendations for upgrading existing record-keeping, checklists and logs for all components associated with these systems and develop new checklists and logs for new or modified plant processes.
- g. Troubleshooting and Debugging. It is anticipated that equipment problems will arise during and following start-up. The FDE shall provide assistance to address problems encountered by the County during the project performance period, analyze these problems and develop solutions that will minimize the overall effects on plant personnel and processes.
- h. Process Optimization. The FDE shall provide operations start-up assistance to ensure that steps are taken to adjust and "fine tune" the processes and associated equipment once they have been started up and stabilized.

2. Training Services.

- a. The FDE, in conjunction with the County and PM-JV, shall assist in the coordination of manufacturer's training for all new components of the Pump Stations. This training shall be geared toward the following areas:
 - i. Process theory/process control.

- ii. Mechanical, electrical, instrumentation and HVAC component function and interface.
 - iii. Preventative/corrective maintenance.
 - iv. Safety.
 - v. Laboratory training.
 - vi. "Hands-on" training.
 - b. This training shall be coordinated with the County's on-going training program. Any materials developed shall be turned over to the County for future use and reference.
 - c. General training shall be given during the construction period prior to start-up. Supplemental training, if deemed necessary by the County as a result of process modifications during the one-year performance period, shall be provided by the FDE and given prior to the conclusion of the one-year performance period, and shall incorporate any adjustments in the process resulting from operational experience.
3. One (1) Year Project Operating Report.
- a. The FDE shall monitor the performance of the facilities installed for the first year of operation and provide documentation to report on the capability of the project of meeting the overall performance criteria. One (1) year after the initiation of operation of the systems, the FDE shall prepare an evaluation of the Pump Stations for review and acceptance by the County, if required by the Commissioner. In the event that the improvements do not operate as planned, a report defining the problem and corrective work necessary will be prepared.

APPENDIX A1
FINAL DESIGN ENGINEER'S ASSUMPTION OF PROFESSIONAL LIABILITY

As part of its services to the County, the FDE shall review the PM-JV's preliminary design documents and submit to the PM-JV and County one of the following: 1) Unconditional written acceptance of the PM-JV's preliminary design documents, or 2) Detailed, written comments taking exception to specific elements of the preliminary design presented in the PM-JV's preliminary design documents.

In the event of the latter alternative (written exceptions to the preliminary design), the FDE's comments shall be detailed and present a clear technical case, based on generally-accepted engineering and physical principles, indicating the specific reasons for such exceptions. A technical memorandum shall be included with the comments.

FDE's fee, including labor and expenses, shall include performing the review of the preliminary design documents, preparing and submitting written comments/exceptions, and two meetings with the PM-JV regarding the preliminary design documents. Meetings will be at a location mutually acceptable to the FDE, County and PM-JV. If required, the FDE shall make revisions to the preliminary design documents, including issuance of a written amendment to the preliminary design documents, if appropriate.

Ultimately the conclusion of such efforts shall be the FDE's written, unconditional acceptance of the preliminary design documents. After the FDE has furnished written acceptance of the preliminary design documents, the FDE shall be the design professional in responsible charge for the assignment in accordance with applicable laws and regulations, including New York State laws and regulations pertaining to the practice of professional engineering (including, but not limited to, the Rules of the New York State Board of Regents, Part 29.3, Paragraph a.3). Accordingly, FDE shall have sole and complete professional liability and responsibility for the assignment and entire project, including the preliminary design documents as finalized.

APPENDIX B PAYMENT SCHEDULE

Payment to the FDE for all services as outlined in "Appendix A," including any extra services that may be authorized under this Agreement, shall be made as follows:

Detailed Design (Division B) & Construction Related Services (Division C, D & E) -- The FDE shall be paid a fee equal to a percentage of the net total cost of construction exclusive of Extra Services and Reimbursable expenses to cover all costs associated with all work to complete Divisions B, C, D, and E as outlined in the appropriate sections of Appendix A. The percentage of construction cost for the total project let will be determined by a straight line interpolation between the limits of construction as delineated as follows:

NET CONSTRUCTION COST	DESIGN FEE PERCENTAGE
\$ 8,700,000 and above	4.06 %
\$ 8,000,000	4.06 %
\$ 7,300,000	4.45 %
\$ 6,600,000	4.92 %
\$5,800,000 and Below	5.60 %

An initial estimated construction cost of **\$ 7,300,000** will be used as the basis for progress payments. Interim adjustments to the estimated construction costs, as mutually agreed upon by the parties with the approval of the Commissioner, shall be used to determine the payments to the Contractor.

For the design and construction phases, including the construction administration phase (Division B, C, D & E), the FDE's fee shall be payable as follows:

Phase of Work	% of Fee
Detailed Design	45%
General Inspection Services	35%
Facility Operation and Maintenance Manual	10%
Facility Start-Up, Staffing and Training Services	10%

Partial Payments - The FDE's fee for services shall be paid in monthly installments. The amount of each partial monthly payment shall be determined by the portion of the Contractor's work completed for each Division, as approved by the Commissioner.

Overtime - Payment vouchers which include overtime shall not be approved by the Department without the Contractor having obtained prior written approval of the Department for such overtime. The premium pay for overtime, above the straight hourly rate 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 straight hourly rate times the applicable multiplier, plus the overtime premium cost incurred.

Construction Costs - It is agreed that the total cost of construction shall be the final total cost of the construction contract, including extra change order amounts, except that, in computing the cost of construction the following items shall not be included:

1. Fees paid to the Contractor, subcontractors or construction engineers, cost of land acquisition or legal fees and the cost of equipment purchased outside of the construction contracts.
2. The cost of any and all change orders required by reason of the failure of the Contractor to include such change order items in the contract documents, or by reason of errors made by the Contractor in the preparation of the contract documents.
3. Moneys paid by the County to a contractor or subcontractor by way of settlement or satisfaction of any claims or legal actions for delay brought against the County.
4. Work for which the Contractor has already been paid such as "Extra Work."

In the event the Contractor's services result in change order "Credits" to the County, such credit amounts shall not be deducted from the final cost of construction. It is the intention of the parties that the Contractor shall be compensated for services rendered, notwithstanding that such services may result in a change order credit which reduces the final cost of construction.

If in the further event the credit change order requires the Contractor to perform additional services, then, subject to the approval of the Commissioner, the Contractor shall be paid for such services pursuant to the subsection entitled "Extra Services or Additional Costs," herein.

If the total amount of the lowest responsible construction bids should exceed the final approved estimated construction cost by more than fifteen (15) percent, the County may require the Contractor to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of the construction.

If the award of the construction contract(s) is not made prior to the expiration or termination of this Agreement, then with respect to payment for the Division B, C, D and E services, instead of being paid based on the total cost of construction as outlined above, the Contractor shall be paid a fair and reasonable amount based on services actually rendered as mutually agreed by the Department and the Contractor.

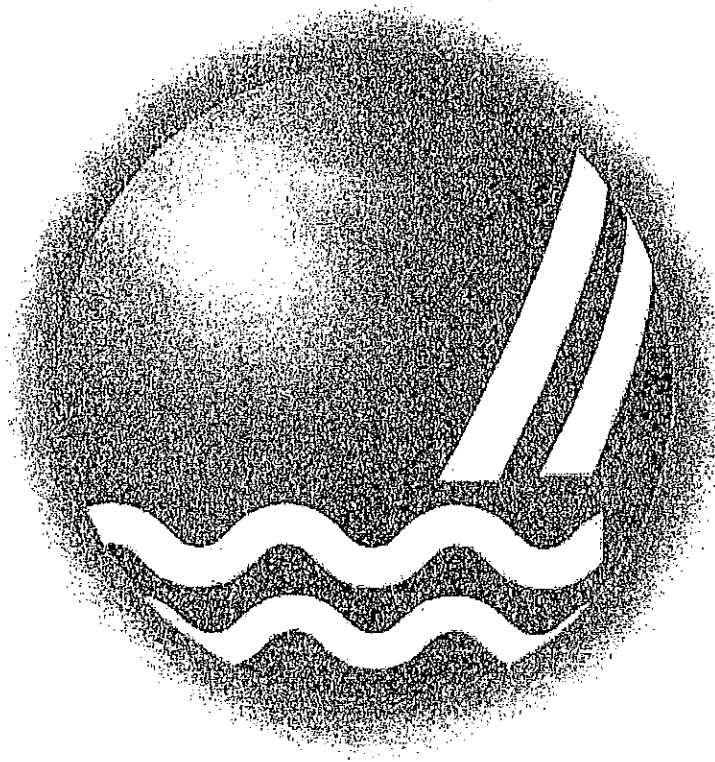
Extra Services or Additional Costs - If the Contractor is required to perform extra services, or incurs additional expenses due to substantial changes ordered by the Department, which changes are not due to the fault or negligence of the Contractor; the Contractor shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Contractor, as either a lump sum or based on actual salaries of personnel as stipulated herein, and as further defined below. Such extra services are to be provided only after written authorization by the Department.

For any additional services to be paid on actual salaries the Contractor shall be compensated for such extra services by an amount equal to two and seventy-five hundredths (2.75) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Contractor shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two and seventy-five hundredths (2.75), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one hundred seventy five dollars (\$175) per hour.

APPENDIX G

NYS Revolving Fund (SRF) Bid Packet

For Non-Construction Contracts and
Service Providers



Effective April 1, 2012

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
(800) 882 9721
P: (518) 402-7396 F: (518) 402-7456
www.efc.ny.gov

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GUIDANCE FOR NON-CONSTRUCTION CONTRACTS AND SERVICE PROVIDERS

NEW YORK CLEAN WATER and DRINKING WATER STATE REVOLVING FUNDS
Administered by the New York State Environmental Facilities Corporation (EFC)

Contents of Packet

- **Guidance:** Equal Employment Opportunity (EEO) and Minority & Women Business Enterprise (MWBE) Programs
A description of the EEO & MWBE Program as it relates to all contracts
- **Contract Language: Required Terms for Project Contracts and Subcontracts**
The required language to be inserted into all service provider contracts to satisfy DBE & MWBE requirements
- **Required Forms**
A list and summary description of forms required for the MWBE, EEO programs.

Applicability:

This guidance applies to Service Provider (Non-Construction) contracts and agreements funded by SRF monies which include services (including legal, engineering, financial advisory or other professional services, and labor); supplies; commodities; equipment; materials; and travel, or any combination thereof.

Purpose of Documents:

Service Providers are required to engage in specific practices for projects with Clean /Drinking Water State Revolving Fund (SRF) funding. This document is meant to assist the Service Provider in complying with requirements of the SRF program by simply including the bid packet in bid documents and executed contracts.

These requirements include compliance with:

- New York State Executive Law, Article 15-A and New York Code of Rules and Regulations, Title 5 (5 NYCRR) Parts 140-145 (Regulations of the Commissioner of Economic Development)
- 40 Code of Federal Regulations (CFR) Part 33 - "Participation by Disadvantaged Business Enterprises in US EPA Programs"

Service Providers are required to engage in procurement practices that will provide opportunities for meaningful participation of minority and women-owned business enterprises (MWBE) in providing labor, travel, equipment, materials, supplies, services (including legal, financial, engineering or other professional services), or any combination of the above, and practices to encourage the employment of minorities and women in the workforce.

Failure to report on EEO participation or to meet all the requirements of MWBE & DBE regulations in a timely manner may result in withholding of disbursements of SRF funds. This may affect the Service Provider's payments. If this is a project with a not-for-profit entity, please contact EFC for appropriate guidance.

Check EFC's website to ensure usage of the most recent forms and language. (www.efc.ny.gov/mwbe)

GUIDANCE

Non-Construction and Service Provider Contracts & Agreements:

Equal Employment Opportunity (EEO) and
Minority & Women-Owned Business Enterprise (MWBE)
Programs

A description of the EEO & MWBE Programs as it relates to all contracts funded by the
New York State Revolving Funds.

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Guidance EEO & MWBE Programs

The New York State Environmental Facilities Corporation (EFC) implements the New York State Revolving Fund (SRF) for both Clean Water and Drinking Water projects. This guidance outlines the activities that must be performed by each Service Provider on an SRF funded project in order to comply with federal and New York State laws and regulations tied to SRF monies. Service Providers on SRF funded projects are required to comply with federal and state MWBE & EEO laws and regulations including NYS Executive Law, Article 15A as well as the federal requirements of Title 40, Code of Federal Regulations, Part 33 "Participation by Disadvantaged Business Enterprises (DBE) in United States Environmental Protection Agency (EPA) Programs". Service Providers must provide opportunities for MWBE participation on the project and must document their efforts to do so, including providing reports to the SRF Recipient's Minority Business Officer (MBO). In addition, records related to EEO participation on the project must be maintained and submitted to the MBO, such as the EEO Policy Statement, EEO Staffing Plans and EEO Workforce Utilization Reports.

I. EQUAL EMPLOYMENT OPPORTUNITY**A. WORKFORCE DIVERSITY**

Service Providers (including legal, engineering, financial advisory or other professional services, and labor), as well as subconsultants/subcontractors, are required to document their efforts to meet EEO goals for the employment of minorities and women on **ALL** SRF funded projects. These goals have been established by the United States Department of Labor (DOL) and are listed by county. EFC has adopted DOL's EEO goals and posted the goals on EFC's website. (www.efc.ny.gov/mwbe)

B. EEO POLICY STATEMENT

The EEO Policy Statement documents the Service Provider's non-discriminatory policy in accordance with federal and state laws. This form must be signed by each potential Service Provider and submitted to the MBO as part of any bid proposal. Blank forms are found in the Required Forms section of this document and on EFC's website at www.efc.ny.gov/mwbe.

C. EEO STAFFING PLAN

With the Bid or when offering services, each Service Provider shall submit to the SRF Recipient an *EEO Staffing Plan* estimating the anticipated work force to be utilized on the project. The EEO Staffing Plan shall include information on the service provider's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories. Blank EEO Staffing Plans are found in the Required Forms section of this document and on EFC's website at www.efc.ny.gov/mwbe.

D. EEO WORKFORCE UTILIZATION REPORTS

The Service Provider shall submit the EEO Workforce Utilization Report information on a *quarterly* basis to the SRF Recipient throughout the term of the contract. The Service Provider reports the actual workforce utilized in the performance of the contract during that quarter by the specified categories listed including ethnic background, gender, and Federal occupational categories.

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In the case where the Service Provider's work force does *not change* within the reporting period, the Service Provider shall so notify the Recipient in writing by checking the appropriate box on the EEO Workforce Utilization Report.

If the Service Provider is unable to separate the workforce to be utilized on this contract from the total workforce, the Service Provider shall submit the EEO Workforce Utilization Report and indicate that the information provided is the Service Provider's total workforce during the subject time frame, not limited to work specifically under the contract. Blank EEO Workforce Utilization Reports are found in the Required Forms section of this document and at www.efc.ny.gov/mwbe.

II. MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE

It is the policy of the EPA that recipients of financial assistance offer fair share opportunities for agreements and/or sub-agreements to Disadvantaged Business Enterprises (DBE) and small business as defined by the Small Business Administration (SBA). EFC endorses this policy. DBE & SBA requirements are encompassed in EFC's MWBE program and satisfied by following the guidance provided in this document.

A. APPLICABILITY OF THE EFC MWBE REQUIREMENTS

The MWBE requirements apply to written contracts or agreements between an SRF recipient and a Service Provider with a value greater than \$25,000, funded with SRF financial assistance, and executed **after October 13, 2010**. Service Provider contracts and agreements funded by SRF monies, include services (i.e. legal, engineering, financial advisory or other professional services, and labor); supplies; commodities; equipment; materials; and travel, or combination thereof. Amendments or change orders for contracts or agreements executed after October 13, 2010 with a value greater than \$25,000 will be subject to the EFC MWBE program as well and the SRF recipient must require the Service Provider to seek additional MWBE participation for the additional value of the contract.

If contracts or agreements signed after October 13, 2010, but with a value less than \$25,000, have subsequent change orders or amendments that bring the total contract value to greater than \$25,000, then the full value of the contract will become subject to the EFC MWBE requirements. This includes hourly contracts where the value of the work exceeds the threshold of the \$25,000 value. At the time the work performed and invoiced exceeds the \$25,000 value, the whole contract becomes subject to EFC's MWBE program requirements. In that case, SRF disbursements for work on that contract may be held until the required contract language is verified and an MWBE Utilization Plan is approved.

B. MWBE PARTICIPATION GOALS (FAIR SHARE OBJECTIVES)

The MWBE Program is a goal oriented program, whereby goals are established as reasonable objectives for MWBE participation in projects that receive SRF financial assistance. The Service Provider shall commit to MBE and WBE participation goals for their contract that are equal to or greater than 10% total combined MBE and WBE participation.

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C. RECEIVING CREDIT UNDER THE EFC MWBE PROGRAM

To receive credit under the EFC MWBE Program, Service Providers or their subcontractors performing the work identified in an approved MWBE Utilization Plan (See Section F for more information) must be certified as an MBE or WBE by the Division of Minority and Women's Business Development, Empire State Development Corporation (ESDC). Conditional credit will be given for firms that have applications pending with ESDC.

MWBE Utilization Plans must be submitted to the MBO for approval. Payments may be held pending approval by the recipient and EFC.

Service Providers certified as a Disadvantaged Business Enterprise (DBE) may also receive credit for participation through the EFC MWBE program at EFC's discretion. Certified Service Providers acting as prime contractors are also eligible to receive credit for MWBE participation.

A list of firms certified in New York State can be found on the ESD website at www.esd.ny.gov/MWBE by navigating to the "Minority & Women Owned Business" tab on the left side of the screen. Searches can be performed by product or vendor.

D. SERVICE PROVIDER'S MWBE RESPONSIBILITIES**Prior to Award of the Contract:**

1. Send the EPA Form 6100-2 "DBE Subcontractor Participation Form" to MWBE Subcontractors. Submit documented proof (e.g. email, letter, certified mail receipt) to the MBO that the 6100-2 form was sent to the MWBE Subcontractors. (See Required Forms)

At the Time of Bid:

The completed forms listed below shall be part of the bid proposal submission from all Service Providers:

1. EPA Form 6100-3 "DBE Subcontractor Performance Form" – Each service provider shall complete this form and submit it to the MBO for each MWBE firm contacted during the bid or proposal preparation process, and make sure to obtain signatures from the MBEs and WBEs contacted.
2. EPA Form 6100-4 "DBE Subcontractor Utilization Form" – This form shall be completed by each service provider and submitted to the MBO as part of the bid or proposal submission. On this form, each potential service provider offers their estimated plan for MBE and WBE utilization for their contract/agreement.

NOTE: The MBO should provide a list of any MWBE firms that have indicated an interest in performing the work associated with the contract to potential bidders, who may choose to reach out to these firms as potential MWBE participants.

For copies of the above documents, see the Required Forms section of this document or EFC's website at www.efc.ny.gov/mwbe.

After Award of the Contract:

1. Service Providers must document their good faith efforts to provide opportunities for MBE and WBE participation in their contracted work through such means as:
 - i. Dividing project requirements into smaller tasks or quantities to increase opportunities for subcontracting;

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- ii. Searching ESD's website and soliciting MWBE firms;
 - iii. Establishing delivery schedules to create opportunities for subcontracting;
 - iv. Seeking MWBE participation through teaming arrangements or joint ventures.
- See Section H for more information on Good Faith Efforts.

2. The Service Provider must submit the **MWBE Utilization Plan** with the documentation of good faith efforts to the MBO no later than the date of execution of the contract. Additional guidance on preparing and submitting MWBE Utilization Plans can be found in Section F below.

NOTE: Failure by the Service Provider to receive acceptance of the MWBE Utilization Plan may result in the withholding of progress payments to the Service Provider. Such withholding of progress payments shall not relieve the Service Provider of any contract requirements including the completion of the project within the specified contract time and any construction sequence requirements of the contracts.

3. The Service Provider shall submit copies of all legally signed subcontracts, agreements, and purchase orders referred to in the MWBE Utilization Plan within 30 days of execution to the MBO. These subcontracts, agreements, and/or purchase orders must include the following information:
 - i. Actual dollar amount of the subcontract;
 - ii. A description of the work to be performed by the subcontractor;
 - iii. Signatures of both parties;
 - iv. Date of execution;
 - v. MWBE language (Included in this Bid packet); and
 - vi. A signed EEO Policy Statement Agreement. (See Required Forms)

NOTE: Purchase orders must be accompanied by copies of both sides of cancelled checks.

4. The Service Provider must submit **Monthly Reports** of MBE and WBE participation supplemented with proof of payment made to such MWBE subconsultants to the MBO. Blank monthly report forms are available at www.efc.ny.gov/mwbe or from the MBO.

As part of the Monthly Report, the Service Provider must provide documentation to the MBO that subconsultants are paid within 30 days of receipt of payment from the recipient.

Other Service Provider Responsibilities:

1. The Service Provider must continue good faith efforts to seek opportunities for MBE and WBE participation even if proposed goals have been achieved. In addition, any revisions to the approved MWBE Utilization Plan must be documented in the next monthly report to the MBO and a revised MWBE Utilization Plan should be submitted for approval.
2. The Service Provider must provide written notification to the MBO and EFC of any termination of an MBE or WBE subconsultant. This should be reported as part of the monthly report.
3. The Service Provider is responsible for posting all required posters & notices at the project site in a visible location. The EEO poster can be found at <http://www.dol.gov/oasam/programs/osdbu/sbrefa/poster/matrix.htm>
4. Provide timely and complete responses to inquiries from either the MBO or EFC staff as requested.

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5. Make all MWBE & EEO documents and records available upon request to EFC staff, the MBO, or their authorized representatives.
6. Manage the project in a manner that creates meaningful opportunities for participation by MBEs and WBEs.
7. Provide programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of age, race, color, creed, religion, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or domestic violence victim status.

E. SUBCONSULTANT'S MWBE RESPONSIBILITIES

Subconsultants are those firms that contract directly with Service Providers. Subconsultants shall:

1. Maintain their MWBE certifications, and notify the Service Provider and MBO of any change in their certification status.
2. Respond promptly to solicitation requests by completing and submitting bid and/or proposal information in a timely manner.
3. Maintain business records that should include, but not be limited to, contracts/agreements, records of receipts, correspondence, purchase orders, and canceled checks.
4. Complete and submit the EPA Form 6100-3 "DBE Subcontractor Performance Form" to the Service Provider. Indicate the receipt of the EPA Form 6100-2 "DBE Subcontractor Participation Form" from the Service Provider.
5. Ensure that a required EEO Policy Statement is included in each subcontract. Additionally, signed versions of this Agreement should be sent to the MBO.
6. Provide programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of age, race, color, creed, religion, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or domestic violence victim status.
7. Notify the MBO and EFC when contract problems arise, such as non-payment for services or when the subconsultant is not employed as described in the MWBE Utilization Plan.
8. Perform the subcontracted scope of work in a professional and timely manner.

F. MWBE UTILIZATION PLANS

1. MWBE Utilization Plans are required to be submitted to the MBO no later than the date of execution of the contract.
2. Each Service Provider shall prepare an MWBE Utilization Plan that provides information describing MBEs and WBEs to be utilized during the term of the contract or agreement. The MWBE Utilization Plan will indicate what the EFC MWBE goals are and the Service Provider's proposed goals for the contract or agreement. The Service Provider will transmit the completed MWBE Utilization Plan form, with all pages filled out, to the MBO. Blank MWBE Utilization Plan forms are available on the EFC website.

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3. The MBEs and WBEs identified in the MWBE Utilization Plan must be certified by, or have applied for certification from:

Empire State Development Corporation
Division of Minority and Women's Business Development
30 South Pearl Street
Albany, New York.
Phone: 1-800-782-8639
www.esd.ny.gov/MWBE.html

4. Each MWBE Utilization Plan includes a Waiver Request section. If the Service Provider's application of good faith efforts does not result in the utilization of MBE and/or WBE firms to achieve the aforementioned goals, the Service Provider shall complete the waiver request portion of the MWBE Utilization Plan, attach appropriate good faith effort documentation, and submit it to the MBO.
See Section G for more information on Waiver Requests.

5. **Supplier Policy:** Credit for MBE/WBE participation shall be granted for MWBE firms performing a commercially useful business function according to custom and practice in the industry. "Commercially useful functions" normally include:

- i. Providing technical assistance to a purchaser prior to a purchase, during installation, and after the supplies or equipment are placed in service;
- ii. Manufacturing or being the first tier below the manufacturer of supplies or equipment; or
- iii. Providing functions other than just accepting and referring requests for supplies or equipment to another party for direct shipment to a Service Provider.

If MWBE suppliers are used for MBE/WBE goal crediting, EFC will give credit as follows:

- i. For MWBE suppliers who are manufacturers, fabricators, or official manufacturer's representatives who are warehousing such goods, up to 100% of the MBE/WBE objective may be credited.
- ii. For non-manufacturer suppliers, up to 25% of the MBE/WBE objective may be credited.
- iii. No credit will be granted for MBEs and/or WBEs acting merely as a passive conduit of funds from one firm to another.

6. **Broker Policy:** Firms that are identified on the ESD website as brokers may only be credited at 25% of their full contract value.

7. **Specialty Equipment/Service Waiver:** A specialty equipment/service waiver may be granted in cases where: equipment is made by only one manufacturer, the contract specifications call for equipment that is not available through an MWBE supplier; the equipment is constructed on-site by specially trained non-MWBE labor, etc., at the discretion of the MBO and/or EFC. If the agreement includes specialty equipment or services, and documentation is submitted demonstrating that there are no MBE/WBE firms capable of completing this portion of the agreement, the specialty amount of the agreement may be deducted from the total agreement amount and the goals would be applied to the MWBE Eligible Amount.

Example: \$200,000 (Agreement) - \$50,000 (specialty equipment/service) = \$150,000
(MWBE Eligible Amount) MWBE goal is applied to the remaining balance

A request for this specialty equipment/service deduction can be completed by filling

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out the applicable section of the MWBE Utilization Plan and submitting it to the MBO.

The request must include a copy of the page from the contract/agreement where the equipment/service is described and the cost of each item. For construction contracts, the schedule of values or bld tabulation sheet should also be submitted. Additional documentation may be requested by the MBO or EFC.

8. **Joint Ventures/Teaming/Protégé-Mentor Arrangements:** MWBE Utilization Plans that are claiming MWBE participation credit based on a joint venture, teaming arrangement, or a mentor/protégé arrangement are required to submit the following information as part of the MWBE Utilization Plan Form and Joint Venture/Teaming Arrangement Form:
 - i. Names, addresses, and federal identification number for each party;
 - ii. The federal identification number of the joint venture, team, or mentor/protégé arrangement, if applicable; and
 - iii. A copy of the agreement between the parties which describes the interest owned by each party to the agreement and the value added by each party.
9. **MWBE Utilization Plan Acceptance vs. Notice of Deficiency:** The MBO will evaluate a completed MWBE Utilization Plan (and forward to EFC for review). A written notice of acceptance or denial will be issued within 20 days of receipt. Upon receipt of a notice of deficiency from MBO or EFC, Service Provider shall respond to such notice within seven (7) days. In coordination with the MBO, EFC may accept an MWBE Utilization Plan upon consideration of the following factors:
 - i. The MWBE Utilization Plan indicates that the MWBE proposed goals for the project will be achieved;
 - ii. A Service Provider, who is a certified MBE or WBE, may be credited for up to 100% of the *category of their certification*. However, good faith efforts to seek participation from firms certified in the other category are required.
 - iii. Credit for a dual certified MWBE will only be allowed for one category, not both;
 - iv. The value and scope of the subcontracted work has been verified;
 - v. A review of the compliance record for the Service Provider indicates consistency with MWBE requirements;
 - vi. The Utilization Plan offers acceptable alternatives for utilizing MBEs and/or WBEs participation equal to the project goals;
 - vii. The Utilization Plan only partially achieves the project goals but is supported by submission of documentation of adequate good faith efforts by the Service Provider to create opportunities for MWBE participation on the contract; or
 - viii. The Utilization Plan presents a joint venture, teaming arrangement, mentor/protégé agreement or other such business arrangement with a MBE or WBE whose value added or participation can be credited towards achieving the project goals.
10. Within 10 days of the final acceptance of a MWBE Utilization Plan or Waiver Request, EFC will post the approved MWBE Utilization Plan or Waiver Request on the EFC website. (www.efc.ny.gov/mwbe)

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11. In coordination with the MBO, EFC may issue conditional acceptance of MWBE Utilization Plans pending further MWBE participation or additional supporting documentation, such as submission of copies of executed subcontracts, to the MBO.
12. **Revisions of MWBE Utilization Plans:** If project conditions should change so that the information submitted in the MWBE Utilization Plan is no longer valid, the Service Provider shall submit a revised MWBE Utilization Plan to the MBO. Major changes in MWBE participation may require submission of a completely revised MWBE Utilization Plan form and good faith effort documentation.
13. **Projects co-Funded with the NYS Department of Environmental Conservation (DEC):** In the event EFC is providing financial assistance to a project that is also financially supported by DEC, EFC will defer to the MBE and WBE participation goals established for the project by DEC. Currently, DEC goals are the same as EFC's.

G. WAIVER REQUESTS

1. Each Service Provider is required to create meaningful opportunities for certified MWBE participation and to offer the MWBE certified firms a fair share of their work. After making good faith efforts to create meaningful opportunities, a Service Provider may find that it is not possible to meet the MWBE. In that case, the Service Provider shall fill out the waiver request portion of the MWBE Utilization Plan and submit it to the MBO with documentation of the good faith efforts made. EFC will review each waiver request based on the good faith effort criteria presented below and the documentation submitted with the waiver request. EFC will not issue any automatic waivers from MWBE responsibilities. The waiver request can be for either a full (for both MBE and WBE) or partial waiver (for either MBE or WBE) of the project MWBE goals.
2. EEO regulations do not contain any provision for waivers so, even if an MWBE waiver is granted, EEO information must still be submitted. The EEO information is submitted as part of the Monthly Report. (See EFC Website www.efc.ny.gov/mwbe)
3. **Preparation:** As each Service Provider seeks MBEs and WBEs for participation in their work, they should record and maintain the documentation of these efforts. The waiver request section of the MWBE Utilization Plan should only be filled out when it is apparent that, after EFC review & determination of good faith efforts, the MWBE goals for the project cannot be met.
4. **Submission:** Submitting the completed MWBE Utilization Plan with supporting GFE documentation to the MBO to meet the aforementioned MWBE goals, and the indication of the need for a waiver, are factors in determining whether a submission constitutes a completed waiver request. MWBE Utilization Plan revisions must be submitted to the MBO as soon as possible, preferably with the next monthly report, but in no event later than the final request for disbursement of SRF funds.

H. GOOD FAITH EFFORT DOCUMENTATION

If the MWBE goals cannot be reached or a full or partial waiver is requested, the Service Provider must submit sufficient documentation to demonstrate their good faith efforts to provide opportunities for MWBE participation in their work. The following are examples of demonstrations of good faith efforts:

1. Copies of timely solicitations for MBEs and WBEs to participate in the work, and their responses, if available. The EPA 6100-3 Forms that are required to be submitted as part of all bids or proposals, if properly completed, may be sufficient. If a solicited MBE or WBE was not selected, documentation of the reasons must be provided;

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2. Copies of any advertisements seeking participation of MBEs and WBEs in appropriate general circulation, trade, and minority or women oriented publications, with the listings and dates of such publications. Generally, 10 - 30-days is sufficient for an ad, depending on the size of the contract;
3. Copies of any solicitations of MBEs and WBEs listed on the directory of certified businesses (www.esd.ny.gov), along with a copy of the ESD search;
4. Dates of attendance at any pre-bid, pre-award, or other meetings scheduled by the SRF recipient, if any, with MBEs and WBEs capable of performing work on the project;
5. Information on the specific steps taken to reasonably structure the scope of work for the purpose of subcontracting with or obtaining supplies from MBEs or WBEs;
6. A demonstration that there are insufficient MBEs or WBEs reasonably available to perform the work. It is noted that for professional services, such as engineering, legal or financial advisory services, EFC assumes that such services can be provided from MBEs and WBEs statewide, unless information is submitted to indicate otherwise;
7. Documentation that the Service Provider offered relevant plans, specifications, or other related materials to MBEs and WBEs sufficiently in advance to enable them to prepare an informed response to solicitations for participation as a subconsultant or supplier;
8. A demonstration that the Service Provider offered to make up any inability to meet the project MWBE participation goals in other contracts and/or agreements being performed by the Service Provider;
9. Any other information or documentation that demonstrates the Service Provider conducted good faith efforts to provide opportunities for MWBE participation in their work.

I. REPORTING REQUIREMENTS

Monthly Reports: Service Providers are required to submit reports of MWBE participation, and proof of payments to MBEs and WBEs to the MBO on a monthly basis. The report should be submitted within 10 days after the end of the month being reported. Blank Monthly Report forms are available on the EFC website or from the MBO.

J. PROTESTS/COMPLAINTS

Subconsultants or Service Providers who have any concerns, issues, or complaints regarding the implementation of the MWBE/EEO Program, or wish to protest, should do so in writing to the project MBO and EFC. The MBO, in consultation with EFC, will review the circumstances described in the submission, investigate to develop additional information, if warranted, and determine whether action is required. If the subconsultant feels the issue has not been resolved to their satisfaction, they may appeal in writing to the EFC Director of Engineering and Program Management for consideration.

K. WASTE, FRAUD AND ABUSE

Subconsultants, Service Providers, or Recipients who know of or suspect any instances of waste, fraud, or abuse within the MWBE/EEO Program should notify the project MBO and EFC.

Suspected fraud activity should be reported to the USEPA – Office of Inspector General Hotline at (888) 546-8740 or the NYS Office of Inspector General at (800) 367-4448.

III. Suggestions/Tips

Below are suggested actions that can help you with this Program:

1. Obtain this Bid Packet and review all requirements prior to hiring subconsultants or beginning construction.
2. Complete EPA DBE 6100-3 and 6100-4 forms with the bid submittal
3. Submit your MWBE Utilization Plan and any supporting documentation no later than date of execution of contract.
4. Complete and submit Monthly Reports to the community MBO.
5. Submit EEO statements from all subconsultants to the community MBO.
6. Continue efforts to locate MWBE and/or DBE firms throughout the duration of your contract.
7. Report any waste, fraud and abuse as soon as you become aware of it.
8. Check the EFC website to ensure you are utilizing the most recent forms available.

For additional information or assistance please contact EFC at (800) 882-9721 or (518) 402-7396. The MWBE/EEO information is also available on the EFC website at www.efc.ny.gov/mwbe.

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CONTRACT LANGUAGE

Required Terms for Project Contracts and Subcontracts

This Bid Packet is to be inserted into all service provider (non-construction) contracts and subcontracts to satisfy MWBE requirements.
Check EFC's website (www.efc.ny.gov/mwbe) for updates.

REQUIRED TERMS FOR PROJECT CONTRACTS AND SUBCONTRACTS

Recipient agrees that the following language will be included in all contracts and subcontracts regarding the Project including but not limited to those relating to construction, engineering, architectural, legal and fiscal services:

DEFINED TERMS:

The term "Bid Packets" means the New York State Revolving Fund (SRF) Bid Packet for Construction Contracts and Bid Packet for Non-Construction Contracts and Service Providers, available at www.efc.ny.gov/mwbe.

The term "contractor", as used in this contract or subcontract, means, and applies to, all prime contractors, subcontractors, consultants and service providers, unless specifically referred to otherwise.

The term "EEO policy statement" means a statement of the contractor setting forth at least the following:

- (i) A statement that the contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) An agreement to 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, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

The term "EFC" means the New York State Environmental Facilities Corporation.

The term "ESD" means the Empire State Development Corporation - Division of Minority and Women's Business Development.

The term "Recipient" means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due hereunder are being paid in whole or in part.

INTERPRETATION:

This contract is subject to Article 15-A of the Executive Law (Article 15-A) and 5 NYCRR 140-145 (the Regulations) and shall be considered a State Contract as defined therein. If any of the terms herein conflict with Article 15-A or the Regulations, such law and regulations shall supersede these requirements.

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REPRESENTATIONS AND ACKNOWLEDGMENTS OF CONTRACTOR:

The contractor acknowledges that funds for the payment of amounts due under this contract are being provided in whole or in part subject to the terms and conditions of a grant agreement or a project finance agreement with EFC.

The contractor represents that it has submitted an EEO policy statement, MWBE Utilization Plan, and if applicable, an EEO Staffing Plan for Service Provider (Non-construction) Contracts, prior the execution of this contract.

Suspension/Debarment - The contractor is not a debarred or suspended party under 2 CFR Part 180, 2 CFR Part 1532 and 40 CFR Part 32. Further, neither the contractor nor any of its subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations or with any party that has been determined to be ineligible to bid under Section 316 of the Executive Law.

EQUAL EMPLOYMENT OPPORTUNITY (EEO), AFFIRMATIVE ACTION, MWBE AND OTHER COVENANTS:

Contractor shall comply with all federal and State laws, regulations, and executive orders applicable to this Project, and shall provide such documentation, including periodic reports, as may be requested from time to time and as set forth in guidance documentation available at www.efc.ny.gov/mwbe, including but not limited to the Bid Packets.

With respect to this contract, the contractor shall undertake or continue existing programs of affirmative action and equal employment opportunity to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of age, race, color, creed, religion, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or domestic violence victim status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

MWBE Goals - The contractor agrees to pursue the following MWBE goals for this contract:

- Construction Contracts

NYS-DEC Regions	Location of Work			MBE Goals	WBE Goals
1	Nassau	Suffolk		10%	6%
2	New York City (Bronx, Brooklyn, Manhattan, Queens, Staten Island)			17%	8%
3	Dutchess Orange Putnam	Rockland Sullivan	Ulster Westchester	10%	6%
4-9	All locations not listed above			9%	5%

- Service Provider (Non-construction) Contracts/Agreements

10% total combined for M/WBE participation (all counties)

(Includes professional services, such as legal, engineering, financial advisory or other professional services; supplies; commodities; equipment; materials; travel)

Contractor agrees that for purposes of providing meaningful participation by MWBEs on the contract and achieving the goals, contractor will reference the directory of New York State Certified MWBEs found at the following Internet address: <http://www.esd.ny.gov/mwbe.html>.

Pursuant to 5 NYCRR §142.8, contractor shall document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this contract.

Contractors shall comply with the requirements set forth in the Bid Packets regarding documentation of good faith efforts.

MWBE Utilization Plan – Each contractor shall prepare and submit to the Recipient for approval an MWBE Utilization Plan that provides information describing MBEs and WBEs to be utilized at various times during the performance of this contract, as well as information regarding the composition of the workforce for EEO purposes. The MWBE Utilization Plan shall identify the contractor's proposed MBE and WBE utilization for this contract and the MWBE participation goals for this contract as established by EFC. The MBEs and WBEs identified in the MWBE Utilization Plan must be certified by, or have applied for certification from ESD.

In the event that contractor's approved MWBE Utilization Plan does not propose achievement of the MWBE participation goals for this contract, contractor shall contact ESD ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the contract.

Submission – Within 30 days of execution of this contract, contractor shall submit to the Recipient copies of all signed subcontracts, agreements, and/or purchase orders referred to in the MWBE Utilization Plan.

Compliance – Contractor agrees to adhere to its approved MWBE Utilization Plan for the participation of MWBEs on this contract pursuant to the prescribed MWBE goals set forth herein.

Waivers – If contractor's application of good faith efforts does not result in the utilization of MBE and/or WBE firms to achieve the aforementioned goals, the contractor shall complete the waiver request portion of the MWBE Utilization Plan and submit it to the Recipient. Contractor is entitled to receive a written notice of acceptance or denial within 20 days of receipt. Upon receipt of a notice of deficiency from Recipient, Contractor shall respond to such notice within 7 days. Such response may include a request for a total or partial waiver of the aforementioned goals.

Contractor shall comply with the requirements set forth in the Bid Packets regarding waivers.

Required Reports – Contractor agrees to submit a report to the Recipient by the 10th day following each end of month over the term of this contract documenting the progress made towards achievement of the MWBE goals of this contract.

EEO Staffing Plan – All Service Provider (non-construction) contractors, (includes labor, services, including legal, engineering, financial advisory, or other professional services; supplies; commodities; equipment; materials; and travel), shall submit an acceptable EEO Staffing Plan setting forth the anticipated work force to be utilized on such contract or, where required, information on the service provider's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Recipient.

Required Reports - EEO Workforce Utilization Reports – Service Provider (Non-construction) Contracts

During the term of this contract, the contractor shall update and provide notice to the Recipient of any changes to the previously submitted Staffing Plan in the form of an EEO Workforce Utilization Report. Contractor shall submit this information on a quarterly basis during the term of this contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The EEO Workforce Utilization Report must be submitted to report this information.

Required Reports - EEO Workforce Utilization Reports – Construction Contracts

During the term of this contract, the contractor shall submit to the Recipient EEO Workforce Utilization Reports. Contractor shall submit this information on a monthly basis to report the actual labor hours utilized in the performance of this contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The EEO Workforce Utilization Report must be submitted to report this information.

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All EEO Workforce Utilization Reports submitted by contractor shall reflect a separation of the workforce utilized in the performance of this contract from contractor's total workforce. Contractor shall submit the EEO Workforce Utilization Report and indicate that the information provided relates to the actual workforce utilized on this contract. If contractor fails to separate the workforce to be utilized on this contract from contractor's total workforce as determined by Recipient contractor shall submit the EEO Workforce Utilization Report and indicate that the information provided is contractor's total workforce during the subject time frame, not limited to work specifically under this contract.

Disadvantaged Business Enterprises - The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies. Contractors shall comply with the requirements set forth in the Bid Packets regarding Disadvantaged Business Enterprises.

REMEDIES:

Upon a determination by the Recipient of contractor's non-responsiveness, non-responsibility or breach as a result of a failure to comply with the requirements of Article 15-A and the Regulations, Recipient may withhold funds under this contract or take such other actions, impose liquidated damages or commence enforcement proceedings as set forth herein or as otherwise allowed by law or in equity.

If contractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth in clauses (i), (ii), (iii) and (iv) of the definition thereof and within the timeframe required therefor, Recipient may declare this contract to be null and void.

Contractor agrees that a failure to submit and/or adhere to its EEO policy statement, MWBE Utilization Plan, EEO Staffing Plan for Service Provider (Non-construction) Contracts if applicable, and any other required periodic reports, shall constitute a material breach of the terms of this contract, entitling Recipient to any remedy provided herein, including but not limited to, a finding of contractor non-responsiveness.

Liquidated Damages - If it has been determined by the Recipient that the contractor is not in compliance with the requirements herein or refuses to comply with such requirements, or if contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, in accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13 contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages.

Such liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under this contract.

In the event a determination has been made by the Recipient which requires the payment of liquidated damages and such identified sums have not been withheld, contractor shall pay such liquidated damages to Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, contractor has filed a complaint with ESD pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director of ESD renders a decision in favor of Recipient.

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REQUIRED FORMS

FOR SERVICE CONTRACTS/AGREEMENTS

All MWBE & EEO required forms can be found on the EFC website (www.efc.ny.gov/mwbe)
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The following attached MWBE & EEO forms are required for the bidding process:

1. EPA Form 6100-2 "DBE Subcontractor Participation Form"
This form is to be distributed to all potential MWBE subconsultants and submit proof that the form was distributed to the MBO.
2. EPA Form 6100-3 "DBE Subcontractor Performance Form"
This form should be completed by each MWBE subconsultant contacted during the proposal preparation process, maintained in the Service Provider's files, and submitted to the MBO with the bid..
3. EPA Form 6100-4 "DBE Subcontractor Utilization Form"
This form should be completed by the Service Provider as an estimate of which MWBE subconsultants will be used on the project, maintained in the Service Provider's files, and submitted to the MBO with the bid.
4. EEO Policy Statement
To be signed by all Service Providers and submitted to the MBO with the bid.
5. EEO Staffing Plan
This form is completed by the Service Provider and submitted with the Utilization Plan to the MBO. It summarizes the character of the work force related to the contract, including subcontracted staff.

The following MWBE & EEO forms are required subsequent to the bid award:

1. MWBE Utilization Plan or Waiver Request
This form is completed by the Service Provider and submitted to the MBO *no later than the date of execution of the contract*.
2. EEO Workforce Utilization Report
This form is completed by the Service Provider and submitted on a Quarterly basis to the MBO. It summarizes the character of the actual work force related to the contract, including subcontracted staff.
3. MWBE Joint Venture/Teaming Arrangement Form
To be completed by the Service Provider and submitted with the Utilization Plan to the MBO if there is a certified MWBE Joint Venture.
4. MWBE Monthly Report Form
To be completed by the Service Provider and submitted to the MBO.
5. MWBE Quarterly Report Form
To be completed by the MBO, from data provided on the monthly reports, and submitted to EFC.

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OMB Control No: 2090-0030

Approved: 05/01/2008

Environmental
Protection Agency

EPA Form 6100-2

Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form

NAME OF SUBCONTRACTOR ¹	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	EMAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR
Subcontractor Signature _____ Title/Date _____		

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-2 (DBE Subcontractor Participation Form)

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OMB Control No: 2090-0030

Approved: 05/01/2008



Environmental
Protection Agency

Disadvantaged Business Enterprise Program DBE Subcontractor Participation Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.

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OMB Control No: 2090-0030
 Approved: 05/01/2008



Environmental
Protection Agency

EPA Form 6100-1

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR		PROJECT NAME
ADDRESS		BID/PROPOSAL NO.
TELEPHONE NO.		E-MAIL ADDRESS
PRIME CONTRACTOR NAME		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
<p>Currently certified as an MBE or WBE under EPA's DBE Program? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Signature of Prime Contractor Date _____ Print Name Title _____</p> <p>Signature of Subcontractor Date _____ Print Name Title _____</p>		

Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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OMB Control No: 2090-0030

Approved: 05/01/2008



Environmental
Protection Agency

Disadvantaged Business Enterprise Program DBE Subcontractor Performance Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Performance Form to this address.

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OMB Control No: 2090-0030

Approved: 05/01/2008

Environmental
Protection Agency

EPA Form 6100-L

Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors will be used on this project:

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATE D DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

Signature of Prime Contractor

Date

Print Name

Title

Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

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OMB Control No: 2090-0030
Approved: 05/01/2008



Environmental
Protection Agency

Disadvantaged Business Enterprise Program DBE Subcontractor Utilization Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.

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**AGREEMENT TO ABIDE BY EQUAL EMPLOYMENT OPPORTUNITY
POLICY STATEMENT REQUIREMENTS
NEW YORK STATE REVOLVING FUND (SRF)**

I, _____, am the authorized representative of _____.
Name of Representative Name of Contractor/Service Provider
 I hereby certify that _____ will abide by the equal employment
Name of Contractor/Service Provider
 opportunity (EEO) policy statement provisions outlined below.

- (i) A statement that the contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) An agreement to 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, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

Blank EEO Policy Statements are available at www.efc.ny.gov/mwbe, if needed.

If contractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth above in clauses (i), (ii), (iii) and (iv) and within the timeframe required thereof, Recipient may declare this contract to be null and void.

X

Contractor/Service Provider Representative

Once completed, please provide to the Prime Contractor and/or the community MBO

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EQUAL EMPLOYMENT OPPORTUNITY (EEO) – STAFFING PLAN (Revised 3/2012)

(Instructions on the following page)

Municipality:	County:	SRF Project No.:	Contract ID:
Service Provider Name:		Date:	

Report Includes -- Please select one from the options below:

☐ Workforce utilized on this contract

☐ Contractor/subcontractor's total workforce

Reporting Entity -- Please select one from the options below:

☐ Prime Service Provider

☐ Subcontractor

Job Categories	Hispanic/Latino		Not Hispanic or Latino						Female					
			Male											
	Male	Female	White	Black/African American	Native Hawaiian/Other Pacific Islander	Asian	Native American/Alaska Native	Two or More Races	White	Black/African American	Native Hawaiian/Other Pacific Islander	Asian	Native American/Alaska Native	Two or More Races
Senior Level Officials/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mid-Level Officials/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Skilled Craftsmen	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives Semi-Skilled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers & Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Journeypersons														
Apprentices														
Trainees														

Electronic Signature of Service Provider: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge.

Name (Please Type): _____ Date: _____

Submit forms via email to your Minority Business Officer.

For more information: www.efc.ny.gov/mwbe

INSTRUCTIONS

General Instructions: All Service Providers (including legal, engineering, financial advisory or other professional services, and labor) and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan and submit it as part of the MWBE Utilization Plan no later than the date of execution of the contract. Where the work force to be utilized in the performance of the contract can be separated out from the contractor's or subcontractor's total work force, the contractors shall complete this form *only for the anticipated work force to be utilized on the contract*. Where the work force to be utilized in the performance of the contract cannot be separated out from the contractor's or subcontractor's total work force, the contractor shall complete this form for the contractor's or subcontractor's *total work force*.

RACE/ETHNIC IDENTIFICATION: Definitions of race and ethnicity for purposes of completion of this form are as follows:

- **Hispanic or Latino** – A person having origins in Cuba, Mexico, Puerto Rico, South or Central America.
- **White** – A person having origins of Europe, the Middle East, or North Africa.
- **Black or African-American** – A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander** – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian** – A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent
- **American Indian or Alaska Native** – A person having origins in any of the original peoples of North, Central, and South America and who maintain tribal affiliation or community attachment.
- **Two or More Races** – All persons who identify with more than one of the above (Non-Hispanic or Latino) five races.

DESCRIPTION OF JOB CATEGORIES

The major job categories used in EEO Staffing Plan are listed below.

Senior Level Officials and Managers - Individuals residing in the highest levels of organizations who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services.

Mid-Level Officials and Managers - Individuals who receive directions from the Senior Level management and serve as managers, other than those who serve as Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services or functions at group, regional or divisional levels of organizations

Professionals - Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications.

Technicians - Jobs in this category include activities that require applied scientific skills, usually obtained by post-secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training, certification, or comparable experience is required.

Sales Workers - These jobs include non-managerial activities that wholly and primarily involve direct sales.

Administrative Support Workers - These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings.

Skilled Craftsmen - Includes higher skilled occupations in construction (building trades craft workers and their formal apprentices) and natural resource extraction workers. Examples of these types of positions include: boilermakers; brick and stone masons; carpenters; electricians; painters

Operatives Semi-Skilled - Most jobs in this category include intermediate skilled occupations and include workers who operate machines or factory-related processing equipment. Most of these occupations do not usually require more than several months of training. Examples include: textile machine workers;

Laborers & Helpers - Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment.

Service Workers - Jobs in this category include food service, cleaning service, personal service, and protective service activities.

Submit forms via email to your Minority Business Officer.

For more information: www.efc.ny.gov/mwbe

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:

Henry J. Chlupsa (Name)
330 Crossways Park Dr., Woodbury, NY 11797 (Address)
516-364-9890 (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:

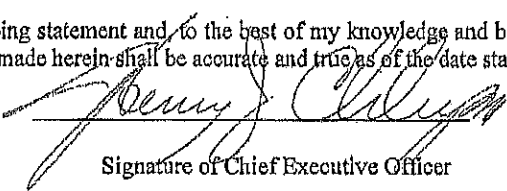
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational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

APRIL 17, 2014

Dated

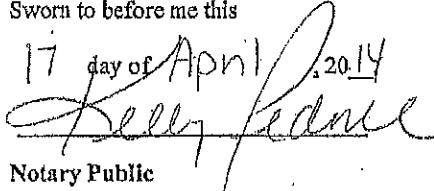

Signature of Chief Executive Officer

HENRY J. CHIUSA

Name of Chief Executive Officer

Sworn to before me this

17 day of April, 2014


Notary Public

KELLY PEDONE
Notary Public, State of New York
No. 01PE5030019
Qualified in Nassau County
Commission Expires July 5, 2014

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 arbitrator's 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 FDE 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 (i) 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 FDE 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 FDE 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.

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
CONSULTANT AND CONTRACTOR EVALUATION FORM

Contract No.: S3P311-03C Number of Prime Contracts: n/a

Contract Desc: Superstorm Sandy program management services for detailed design / DSDC to repair and mitigate four (4) of the County's wastewater pumping stations - Wantagh Park, Newbridge Road, Merrick Road and Ray Street.

Contract Type: Professional Services / Program Management Contract Amt: \$422,500.00

Firm's Name: D&B, Engineers and Architects, P.C. Vendor I.D.: 11-2393559

Address: 330 Crossways Park Drive, Woodbury, NY 11797

Contract Completion Date: Active Contract

Evaluate: [Good (G); Satisfactory (S); Unsatisfactory (U) or Not Applicable (n/a)]

Work Quality	<u>G</u>	Physical Facilities	<u>n/a</u>
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Reliability	<u>G</u>	Technical Ability	<u>G</u>
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Accountability	<u>G</u>	Record Keeping	<u>G</u>
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Achieving Schedule	<u>G</u>	Cooperation	<u>G</u>
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Substitution of Materials	<u>n/a</u>	Supervision	<u>G</u>
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Attendance at Meetings	<u>G</u>	Organization	<u>G</u>
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Litigation (Y/N)	<u>N</u>	Adequacy of Personnel	<u>G</u>
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Compliance with Contract	<u>G</u>	Safety Compliance	<u>G</u>
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Overall Performance	<u>G</u>
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Comments (Mandatory for U Ratings) _____

Rated by: Thomas Immerso

Title: Sanitary Engineer II

Date: March 6, 2017