

E-254-17

**NIFS ID:CLPW17000030 Department: Public Works****Capital: X**

SERVICE: Amendment #2 for H670008DR On Call Agreement

Contract ID #:CFPW14000003

NIFS Entry Date: 02-NOV-17

Term: from 27-MAY-17 to 26-NOV-18

Amendment
Time Extension: X
Addl. Funds:
Blanket Resolution:
RES#

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

<b>Vendor Info:</b>	
Name: NV5	Vendor ID#: 13-2849354
Address: 40 Marcus Drive, Suite 201, Melville, NY 11747	Contact Person: David Lapping ,PTP
	Phone: 631891 3200

<b>Department:</b>
Contact Name: Saji Varughese
Address: 1194 Prospect Ave. Westbury, NY 11590
Phone: 516 571 9651

**Routing Slip**

Department	NIFS Entry: X	08-NOV-17 -- LDIONISIO
Department	NIFS Approval: X	10-NOV-17 -- LDIONISIO
DPW	Capital Fund Approved: X	16-NOV-17 -- KARNOLD
OMB	NIFA Approval: X	14-NOV-17 -- RDALLEVA
OMB	NIFS Approval: X	13-NOV-17 -- MVOCATURA
County Atty.	Insurance Verification: X	10-NOV-17 -- AAMATO
County Atty.	Approval to Form: X	13-NOV-17 -- NSARANDIS
Dep. CE	Approval: X	11-DEC-17 -- EWARD

<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>21-NOV-17 -- MREYNOLDS</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>NIFS Approval:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> The original agreement was to provide On Call professional construction management and inspection services for all construction activities in the Highway/Bridge unit. This amendment is to extend the expiration date to 18 more months from the expiration date.
<b>Method of Procurement:</b> This agreement was previously selected through an open competitive RFP process.
<b>Procurement History:</b> This agreement was previously selected through an open competitive RFP process. This is the second amendment for extending the expiration date for this agreement.
<b>Description of General Provisions:</b> This amendment is to extend the expiration date to 18 more months from the expiration date.
<b>Impact on Funding / Price Analysis:</b> No impact on funding with this amendment.
<b>Change in Contract from Prior Procurement:</b> This amendment #2 is to extend the expiration date to 18 more months from the expiration date.
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP					
Control:	61	Revenue		7	PWCAPCAP-61587-00003	\$ 0.01
Resp:	587	Contract:				\$ 0.00
Object:	00003	County	\$ 0.00			\$ 0.00
Transaction:	CL	Federal	\$ 0.00			\$ 0.00
Project #:	61587	State	\$ 0.00			\$ 0.00
Detail:	000	Capital	\$ 0.01			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 0.01</b>		<b>TOTAL</b>	<b>\$ 0.01</b>



Nassau County Interim Finance Authority

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

**1. Vendor:** NV5

**2. Dollar amount requiring NIFA approval:** \$.01

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

This is a Amendment

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

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

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

**3. Contract Term: 18 more months**

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

If yes, please explain: This is an amendment to an existing contract

**4. Funding Source:**

General Fund (GEN)

Grant Fund (GRT)

X Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 0

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

N

If not, will it require a future borrowing?

Y

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

The original agreement was to provide On Call professional construction management and inspection services for all construction activities in the Highway&#x2F;Bridge unit. This amendment is to extend the expiration date to 18 more months from the expiration date.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

## AUTHORIZATION

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

RDALLEVA

14-NOV-17

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

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

**Authenticated User**

**Date**

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

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

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

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND NV5/ THE RBA GROUP- NEW YORK

WHEREAS, the County has negotiated an amendment to a personal services agreement with NV5/The RBA Group-New York in connection with Construction Management/ Inspection Services for construction activities in the Highway/Bridge Unit, 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 amendment to an agreement with RV5/The RBA Group-New York

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:** NV5 New York  
**CONTRACTOR ADDRESS:** 40 Marcus Drive, Suite 201, Melville, NY 11747  
**FEDERAL TAX ID #:** 13-2849354

**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 4/30/2014. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a written request for proposals was issued on July 29, 2013. Potential proposers were made aware of the availability of the RFP by public notice in Newsday and the County's eProcurement website. Eighteen (18) of potential proposers requested copies of the RFP. Proposals were due on August 23, 2013. Eighteen (18) proposals were received and evaluated. The evaluation committee consisted of: Richard P Millet, Chief Deputy Commissioner, Rakhal Maitra, P. E., Deputy Commissioner, Brian J. Schneider, Assistant to

Deputy Commissioner and Richard Iadevaio, Jr, Superintendent of Highway and Drainage Construction. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest twelve (12) ranking proposer was selected. [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.

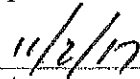
**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested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

No

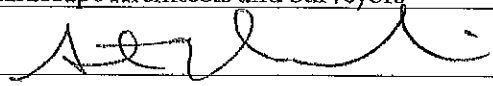
2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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

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

NV5 New York - Engineers, Architects,  
Vendor: Landscape Architects and Surveyors

Dated: 06/22/2017

Signed: 

Print Name: Stephen Normandin, PE

Title: Managing Director

## **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

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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

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

None

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6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

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

None

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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: 06/22/2017

Signed:



Print Name:

Stephen Normandin, PE

Title:

Managing Director

**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 Thomas Badenoch, LS  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 32 Old Slip, Suite 401  
City/state/zip New York, NY 10005  
Telephone 212-741-8090  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President    /   /    Treasurer    /   /     
Chairman of Board    /   /    Shareholder    /   /     
Chief Exec. Officer    /   /    Secretary    /   /     
Chief Financial Officer    /   /    Partner 11/10/03  
Vice President    /   /     
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES     NO ✓ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES     NO ✓ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES     NO ✓ If Yes, provide details.



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

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

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


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

**CERTIFICATION**

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


I, Thomas Badenoch, LS, 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 28 day of June 2017

  
\_\_\_\_\_  
Notary Public  
**JILL STONER**  
Notary Public, State of New Jersey  
My Commission Expires July 11, 2022  
ID# 2289633

NV5 New York - Engineers, Architects, Landscape Architects and Surveyors

\_\_\_\_\_  
Name of submitting business  
Thomas Badenoch, LS

\_\_\_\_\_  
Print name  
  
\_\_\_\_\_  
Signature

Director, Surveying  
\_\_\_\_\_  
Title

06 / 28 / 2017  
\_\_\_\_\_  
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 Daniel McGovern, ATA  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 32 Old Slip, Suite 401  
City/state/zip New York, NY 10005  
Telephone 212-741-8090  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President     /     /     Treasurer     /     /      
Chairman of Board     /     /     Shareholder     /     /      
Chief Exec. Officer     /     /     Secretary     /     /      
Chief Financial Officer     /     /     Partner 11 / 10 / 2003  
Vice President     /     /      
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES     NO ✓ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES     NO ✓ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES     NO ✓;  
If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 6 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.

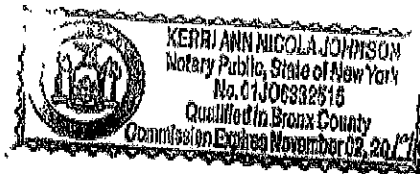
**CERTIFICATION**

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, Daniel McGovern, AIA, 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 22 day of June 2017

Kerri Ann Nicola Johnson  
Notary Public



NV5 New York - Engineers, Architects, Landscape Architects and Surveyors

Name of submitting business

Daniel McGovern, AIA

Print name

Daniel McGovern

Signature

Site Vice President / Partner

Title

06 / 22 / 2017

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 Linda Reardon, PE  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 32 Old Slip, Suite 401  
City/state/zip New York, NY 10005  
Telephone 212-741-8090  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner 10/01/2015  
Vice President 10/01/2015 \_\_\_\_/\_\_\_\_/\_\_\_\_  
(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.  
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, Linda Reardon, PE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 22 day of June 2017

  
Notary Public




NV5 New York - Engineers, Architects, Landscape Architect and Surveyors

Name of submitting business

Linda Reardon

Print name

  
Signature

SR VICE PRESIDENT / PARTNER  
Title

06 / 22 / 2017  
Date

### PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Jackson Wandres, RLA  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 32 Old Slip, Suite 401  
City/state/zip New York, NY 10005  
Telephone 212-741-8090  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
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Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner 12/03/2008  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO ✓ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO ✓ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO ✓ If Yes, provide details.

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

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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.
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- 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.
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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.

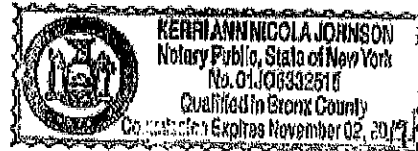
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I, Jackson Wandres, RLA, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein 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 22 day of June 2017

Kerri Ann Nicola Johnson  
Notary Public



NYS New York - Engineers, Architects, Landscape Architects and Surveyors

Name of submitting business

Jackson Wandres, RLA

Print name

J. Wandres

Signature

Director of Landscape Architecture / Partner

Title

06 / 22 / 2017  
Date

## PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Robert Ellis  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 7 Campus Drive, Suite 300  
City/state/zip Parsippany, NJ 07054  
Telephone 973-946-5650  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer 04 / 01 / 1999 Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO ✓ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO ✓ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO ✓;  
If Yes, provide details.



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

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
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YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
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  - 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.
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  - 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.

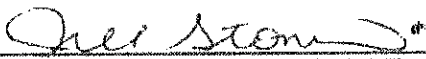
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.
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9. In addition to the information provided in response to the previous questions, in the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

**CERTIFICATION**

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

I, Robert Ellis, 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 31 day of August 2017

  
\_\_\_\_\_  
Notary Public **JILL STONER**  
Notary Public, State of New Jersey  
My Commission Expires July 11, 2022  
ID# 2289633

NV5 New York - Engineers, Architects, Landscape Architects and Surveyors

\_\_\_\_\_  
Name of submitting business

Robert Ellis

\_\_\_\_\_  
Print name

  
\_\_\_\_\_  
Signature

CFO

\_\_\_\_\_  
Title

08 / 31 / 2017  
\_\_\_\_\_  
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: 06/22/2017

1) Proposer's Legal Name: NV5 New York - Engineers, Architects, Landscape Architects and Surveyors

2) Address of Place of Business: 40 Marcus Drive, Suite 201, Melville, NY 11747

List all other business addresses used within last five years:

\_\_\_\_\_

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

Phone : 631-891-3200

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 04-991-7784

5) Federal I.D. Number: 13-2849354

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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

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

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

17) Conflict of Interest:

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

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

"No conflict exists" \_\_\_\_\_

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

"No conflict exists" \_\_\_\_\_

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

"No conflict exists" \_\_\_\_\_

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

Employee screening and mandatory employee disclosure

## Attachments to Business Form

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

- i. Date of formation – **1983**
- ii. Names, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner –
  - Linda Reardon, PE - 607 Carlton Avenue, Brooklyn, NY 11238 – Partner
  - Daniel McGovern, AIA - 244 South Pleasant Avenue, Ridgewood, NJ 07450 – Partner
  - Thomas Badenoch, LS - 28 Harvey Drive, Summit, NJ 07901 – Partner
  - Jackson Wandres, RLA - 144 7th Avenue, Brooklyn, NY 11215 – Partner
- iii. Names, addresses and position of all officers and directors of the company –
  - Linda Reardon, PE - 607 Carlton Avenue, Brooklyn, NY 11238 – Partner
  - Daniel McGovern, AIA - 244 South Pleasant Avenue, Ridgewood, NJ 07450 – Partner
  - Thomas Badenoch, LS - 28 Harvey Drive, Summit, NJ 07901 – Partner
  - Jackson Wandres, RLA - 144 7th Avenue, Brooklyn, NY 11215 – Partner
  - Robert Ellis, CFO - 62 Ann Road, Long Valley, NJ 07853
- iv. State of incorporation - **New York**
- v. The number of employees in the firm – **116**
- vi. Annual Revenue of the firm – **\$20 Million**
- vii. Summary of relevant accomplishments - **Please see attached**
- viii. Copies of all state and local licenses and permits – **Please see attached**

B. Indicate number of years in business - **34 years**

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

- 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 Department of Public Works

Contact Person Mr. William Hillman, PE, Chief Engineer

Address 335 Yaphank Avenue

City/State Yaphank, NY, 11980

Telephone 631-852-4002

Fax # 631-852-4150

E-Mail Address william.hillman@suffolkcountyny.gov

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Company Nassau Community College  
Contact Person Ms. Carol Lynn Friedman, RA, Director of Design & Construction  
Address One Education Drive  
City/State Garden City, NY 11530  
Telephone 516-572-9786  
Fax # N/A  
E-Mail Address carol.friedman@ncc.edu

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Company Town of Brookhaven  
Contact Person Mr. Steve Tricarico, Deputy Superintendent of Highways  
Address 1140 Old Town Road  
City/State Coram, NY 11727  
Telephone 631-451-9242  
Fax # N/A  
E-Mail Address stricarico@brookhaven.org

## CERTIFICATION

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I, Stephen Normandin, 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 22nd day of June 2017

  
Notary Public

EILEEN I. KELLY  
Notary Public, State of New York  
No. 01KE6011434  
Qualified in Suffolk County  
Commission Expires August 10, 2018

Name of submitting business: NV5 New York - Engineers, Architects, Landscape Architects and Surveyors

By: Stephen Normandin  
Print name  
  
Signature

Managing Director  
Title

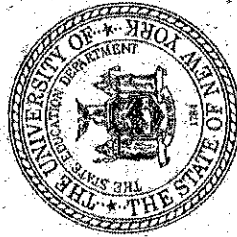
06 / 22 / 2017  
Date

THE UNIVERSITY OF THE STATE OF NEW YORK  
EDUCATION DEPARTMENT

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

NV5 NEW YORK-ENGINEERS ARCHITECTS LANDSCAPE  
ARCHITECTS AND SURVEYORS  
32 OLD SLIP  
4TH FLOOR  
NEW YORK, NY 10005-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR  
THE PERIOD 05/01/2018 TO 04/30/2019.



*Maryellen Elia*  
MARYELLEN ELIA  
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER  
0013036 DUPLICATE

THE UNIVERSITY OF THE STATE OF NEW YORK  
EDUCATION DEPARTMENT

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

NV5 NEW YORK-ENGINEERS ARCHITECTS LANDSCAPE  
ARCHITECTS AND SURVEYORS  
32 OLD SLIP  
4TH FLOOR  
NEW YORK, NY 10005-0000

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD  
11/01/2015 TO 10/31/2018.



*Karyellen Elia*  
KARYELLEN ELIA  
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER  
0012638 DUPLICATE

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# NV5 CONSTRUCTION INSPECTION EXPERIENCE

## **Suffolk County Department of Public Works**

- Reconstruction of CR 58, Old Country Road, Riverhead
- Reconstruction of CR 97, Nicolls Road, Selden
- CR 19 Corridor Study and Traffic Calming Improvements, Ronkonkoma
- CR 19, Intersection Improvements at Furrows Road, Holbrook
- Meschutt County Park, Stormwater Remediation, Southampton
- Strengthening and Improving CR 85, Montauk Highway, Oakdale
- Stormwater Remediation to Peconic River at Intersection of CR 94 and CR 51, Town of Riverhead

## **Nassau County Department of Public Works**

- Elmont Streetscapes, Elmont Road and Dutch Broadway, Hempstead
- Reconstruction of Cedar Swamp Road, Glen Cove
- Superstorm Sandy Storm Debris Removal
- Resurfacing Various Roads - Phase 17
- Resurfacing Various Roads - Phase 19
- Resurfacing Various Roads - Phase 26N

## **NYSDOT - Region 10**

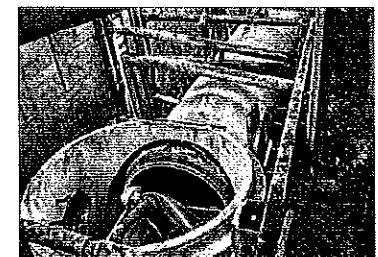
- I-495 HOV Access Improvements & Bridge Parapet Replacement
- Region 10 Area Backdrop Contract
- Mill & Fill Route 110 and 109
- Mill & Fill on Routes 24, 27, and 111 Crack Sealing Various
- Rehabilitation of Deficient Bridges, Suffolk and Nassau
- Durable Pavement Markings, Nassau and Suffolk Counties
- Southern State Parkway Mill and Fill, Nassau and Suffolk Counties
- Priority Paving/Safety Improvements, Nassau and Suffolk Counties
- Resurfacing of Route 25 & Route 110 Kings Park - Huntington
- Route 110 Asphalt Concrete Restoration, Prime Ave to Tuthill Rd
- Southern State Parkway ITS, Route 110 to Sagtikos Parkway
- Safety Improvements, Route 231 and L.I.E. Service Roads
- Reconstruction of L.I.E. / HOV Between Exits 61 - 64, Suffolk County

## **City of Long Beach**

- Reconstruction of West Penn Street and Armor Streets, Long Beach
- Reconstruction of West Walnut Street, Long Beach

## **New York City Department of Design & Construction**

- Reconstruction of Brookville Boulevard Area, Queens
- Reconstruction of Edgemere Avenue, Phase I, Queens
- Reconstruction of Streets in Throgs Neck Area, Bronx
- Reconstruction of Reads Lane, Queens
- Reconstruction of Sutter Avenue, Queens



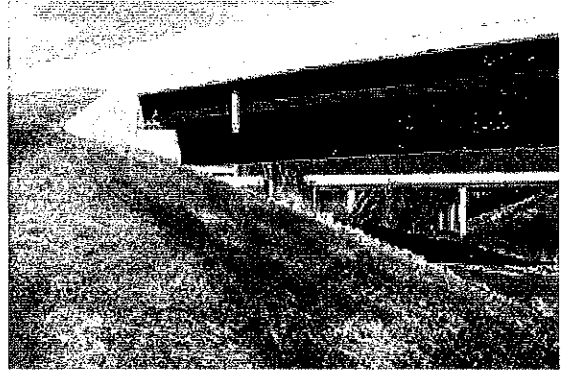
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## **New York State Thruway Authority**

- Term Agreement for Highways and Bridges
- Replacement of Ramp E Bridge TANY 02-39B

## **NYSDOT - Region 11**

- Route 9A Promenade South, Manhattan
- Bronx River Greenway, Bronx



## **Rockland County Department of Public Works**

- Reconstruction of Middletown Rd (CR 33), Clarkstown

## **NYSDOT - Region 8**

- Region 8 Construction Inspection Term Agreement
- Rehabilitation of Sparkill Viaduct, Rockland County



## **Town of Brookhaven**

- New York Avenue Traffic Calming

## **Town of Islip**

- Bohemia Area Traffic Management Improvements

## **Village of Great Neck Plaza**

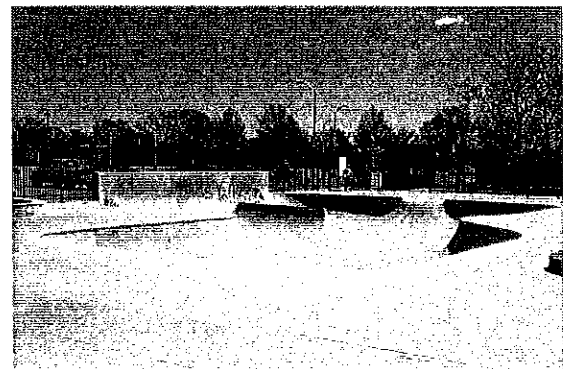
- Middle Neck Road Transportation Enhancements Project

## **Village of Port Washington North**

- Shore Road Pedestrian Improvements - Phase 1
- Shore Road Pedestrian Improvements - Phase 2

## **Town of Oyster Bay**

- Reconstruction of Marino Field
- Bethpage Skate Park



COUNTY OF NASSAU

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

1. Name of the Entity: NV5 New York - Engineers, Architects, Landscape Architects and Surveyors

Address: 40 Marcus Drive, Suite 201

City, State and Zip Code: Melville, NY 11747

2. Entity's Vendor Identification Number: 13-2849354

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):

Linda Reardon, PE - Partner  
Robert Ellis - CFO  
Daniel McGovern, AIA - Partner  
Thomas Badenoch, LS - Partner  
Jackson Wandres, RLA - Partner

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.

Linda Reardon, PE - Partner  
Robert Ellis - CFO  
Daniel McGovern, AIA - Partner  
Thomas Badenoch, LS - Partner  
Jackson Wandres, RLA - Partner

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

None

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

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

None

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

None

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

None

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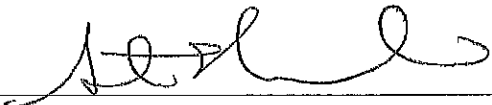
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8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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

Dated: 06/22/2017

Signed: 

Print Name: Stephen Normandin, PE

Title: Managing Director

Page 4 of 4

**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. 2

This AMENDMENT Number 2, (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 and (ii) NV5/The RBA Group-New York, having its principal office at 40 Marcus Drive, Suite 201, Melville, NY 11747, (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number H670008DR between the County and the Firm, executed on behalf of the County on May 27, 2014, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities in the Highway/Bridge Unit, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from May 27, 2014 through May 26, 2016 (the "Original Term") and then extended one more year up to May 26, 2017.

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement and with Amendment No 1, as full compensation for the Services, was One Million One Hundred and Fifty Thousand Dollars (\$1,150,000.00) (the "Maximum Amount");

WHEREAS, the County and the Firm desire to extend the contract for Eighteen (18) more months.

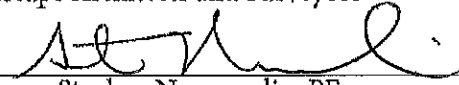
NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

Term. Section 1 Term of this agreement in consideration shall be revised to add Eighteen (18) more months to this agreement from the date of expiration of the original agreement. The new termination date for this agreement shall be November 26, 2018 (the new amended expiration date).

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.

NV5 New York - Engineers, Architects,  
Landscape Architects and Surveyors

By:   
Name: Stephen Normandin, PE  
Title: Managing Director  
Date: 06/22/2017

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
☐ Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 22nd day of June in the year 2017 before me personally came  
Stephen Normandin to me personally known, who, being by me duly sworn, did  
depose and say that he or she resides in the County of Suffolk; that he or she  
is the Managing Director of NYS New York - Engineers, Architects,  
Landscape Architects and Surveyors, the partnership  
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 partnership.

NOTARY PUBLIC



EILEEN I. KELLY  
Notary Public, State of New York  
No. 01KE6011434  
Qualified in Suffolk County  
Commission Expires August 10, 20 18

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 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

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**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Office of the County Executive  
Att: Richard R. Walker, Chief Deputy County Executive

**FROM:** Rakhal Maitra, Deputy Commissioner

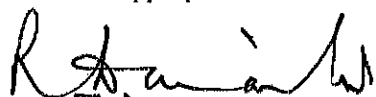
**DATE:** July 12, 2017

**SUBJECT:** On-Call CM Services – Highway/Bridge  
Agreement No. H670008DR  
Extension of "On Call" Agreement  
"On Call" Construction Management/Inspection Services for Civil/Site

The Department of Public Works procured NV5- New York/ RBA, to provide "On Call" Construction Management and Inspection services through RFP and this agreement was signed on May 27, 2014, for two (2) years with a one (1) year extension at the Commissioner's discretion. On March 18, 2016, the Commissioner extended this agreement for one more year up to May 26, 2017.

The Department of Public Works is requesting this agreement to be extended eighteen (18) more months from the date of expiration. All the terms and conditions of the original agreement shall remain in full force and effect and govern the relationship of the parties for the term of the amended agreement.

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



Rakhal Maitra  
Deputy Commissioner

RM:WSN:KGA:ac

c: Shila Shah-Gavnoudias, Commissioner  
William S. Nimmo, Deputy Commissioner  
Kenneth G. Arnold, Assistant to Commissioner  
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction  
Loretta Dionisio, Hydrogeologist II  
Saji Varughese, Construction Inspector II

APPROVED:

  
\_\_\_\_\_  
Richard R. Walker                      Date  
Chief Deputy County Executive

DISAPPROVED:

\_\_\_\_\_  
Richard R. Walker                      Date  
Chief Deputy County Executive





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/9/2017

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

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

<b>PRODUCER</b> Cavignac & Associates 450 B Street, Suite 1800 San Diego CA 92101	<b>CONTACT NAME:</b> Certificate Department	
	<b>PHONE (A/C No, Ext):</b> 619-744-0574 <b>FAX (A/C No):</b> 619-234-8601	
	<b>E-MAIL ADDRESS:</b> certificates@cavignac.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Liberty Insurance Corporation	42404
	<b>INSURER B:</b> Travelers Indemnity Co of Conn	25682
	<b>INSURER C:</b> Berkley Insurance Company	32603
	<b>INSURER D:</b> The First Liberty Insurance Corpora	33588
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 225324800 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Cross Liab Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6809H721632	5/1/2017	5/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Deductible \$0
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AS7Z91462442027	5/1/2017	5/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			TH7Z91462442037	5/1/2017	5/1/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC6Z91462442047	5/1/2017	5/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C B	Professional Liability Bus. Personal Property			AEC901463201 6809H721632	5/1/2017 5/1/2017	5/1/2018 5/1/2018	Ea. Claim/Aggregate Limit \$5 Mil / \$10 Mil \$9,159,000

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

Re: On-Call Construction Management and Inspection Services; Contract #H670008DR NV5 Project #4740.00. Additional Insured coverage applies to General Liability for Nassau County Department of Public Works per policy form. Professional Liability - Claims made form, defense costs included within limit. Property - Special form, replacement cost. If the insurance company elects to cancel or non-renew coverage for any reason other than nonpayment of premium they will provide 30 days notice of such cancellation or nonrenewal. Excess/Umbrella policy follows form over underlying policies: General Liability, Auto Liability & Employers Liability (additional insured and waiver of subrogation apply).

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County Department of Public Works 1194 Prospect Avenue Westbury NY 11590	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.



## COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

Policy Number WC6Z91462442047  
Issued by

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

<b>Schedule</b>
-----------------

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on File with The Company	Per Schedule on File with The Company	30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS7Z91462442027  
Issued by Liberty Insurance Corporation  
Effective: 05/01/2017

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

<b>Schedule</b>
-----------------

<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
Per Schedule on File with The Company	Per Schedule on File with The Company	30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### **SCHEDULE**

**CANCELLATION:**

**Number of Days Notice of Cancellation: 30**

**NONRENEWAL:**

**Number of Days Notice of Nonrenewal:**

**PERSON OR  
ORGANIZATION:**

ANY PERSON OR ORGANIZATION TO WHOM YOU  
HAVE AGREED IN A WRITTEN CONTRACT THAT  
NOTICE OF CANCELLATION OF THIS POLICY  
WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO  
PROVIDE SUCH NOTICE, INCLUDING THE NAME  
AND ADDRESS OF SUCH PERSON OR  
ORGANIZATION, AFTER THE FIRST NAMED  
INSURED RECEIVES NOTICE FROM US OF THE  
CANCELLATION OF THIS POLICY, AND
2. WE RECEIVED SUCH WRITTEN REQUEST AT  
LEAST 14 DAYS BEFORE THE BEGINNING OF  
THE APPLICABLE NUMBER OF DAYS SHOWN IN  
THIS SCHEDULE.

**ADDRESS:**

THE ADDRESS FOR THAT PERSON OR  
ORGANIZATION INCLUDED IN SUCH WRITTEN  
REQUEST FROM YOU TO US.

### **PROVISIONS:**

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.



**Workers'  
Compensation  
Board**

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

<b>1a. Legal Name &amp; Address of Insured (use street address only)</b> NYS New York - Engineers, Architects, Landscape Architects and Surveyors 40 Marcus Drive, Suite 201 Melville, NY 11747	<b>1b. Business Telephone Number of Insured</b> 212-741-8090
<b>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</b>	<b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b>
<b>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b>  Nassau County Department of Public Works 1194 Prospect Avenue Westbury NY 11590	<b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 132849354
	<b>3a. Name of Insurance Carrier</b> The First Liberty Insurance Corporation
	<b>3b. Policy Number of Entity Listed in Box "1a"</b> WC6Z91462442047
	<b>3c. Policy effective period</b> 05/01/2017 to 06/01/2018
	<b>3d. The Proprietor, Partners or Executive Officers are</b> <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

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

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☒ YES ☐ NO

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

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

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

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

Approved by: Jeff Cavignac (Cavignac & Associates)  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  06/01/2017  
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 619-234-6848

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

## **Workers' Compensation Law**

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

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



**Workers'  
Compensation  
Board**

**CERTIFICATE OF INSURANCE COVERAGE  
UNDER THE NYS DISABILITY BENEFITS LAW**

**PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier**

1a. Legal Name & Address of Insured (use street address only)  NV5 NEW YORK-ENGINEERS, ARCHITECTS, LANDSCAPE ARCHITECTS AND SURVEYORS 40 MARCUS DRIVE, SUITE 201 MELVILLE, NY 11747  <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured  212-741-8090  1c. NYS Unemployment Insurance Employer Registration Number of Insured  PENDING  1d. Federal Employer Identification Number of Insured or Social Security Number  13-2849354
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)  NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS 1194 PROSPECT AVENUE WESTBURY, NY 11590	3a. Name of Insurance Carrier  HARTFORD LIFE AND ACCIDENT INS CO  3b. Policy Number of Entity Listed in Box "1a"  LNY 634313  3c. Policy effective period:  07/01/2017 - 06/30/2018

4. Policy covers:

- A. ☒ All of the employer's employees eligible under the New York Disability Benefits Law  
B. ☐ Only the following class or classes of employer's employees:

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

Date Signed

By

11/3/2017

*Emily Perreault*

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

Telephone Number (800) 454-7020

Title: Manager

IMPORTANT: If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.  
If Box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law, mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 1

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box "4b" of Part 1 has been checked)**

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

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

Date Signed

By

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number

Title

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

## Additional Instructions for Form DB-120.1

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

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? YES ☒ NO

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

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

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

### DISABILITY BENEFITS LAW

#### §220. Subd. 8

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

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



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.

Stephen Normandin, Managing Director

6/22/17

Name and Title of Authorized Representative

m/d/yy

Signature



6/22/17

Date

NV5 New York - Engineers, Architects, Landscape Architects and Surveyors  
Name of Organization

40 Marcus Drive, Suite 201, Melville, NY 11747  
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.

~~DOUBLE-SIDED~~

Contract ID#: H670008DR



CLPW14000049

Department: Public Works

E-284-14  
CF

**CF (Capital)**

### Contract Details

SERVICE: Construction Management Inspection

NIFS ID #: CFPW14000003 NIFS Entry Date: 11/20/14 Term: from 5/27/2014 to 5/26/2016

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input checked="" type="checkbox"/> #1	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 type="checkbox"/> No <input checked="" 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	
Name The RBA Group	Vendor ID# 13-2849354
Address 40 Marcus Drive, Suite 201 Melville, NY 11747	Contact Person David Lapping, PTP
	Phone 631-891-3200

County Department
Department Contact Richard Iadevaio, Jr. Superintendent of Highway & Drainage Construction, NCDPW
Address 1194 Prospect Ave. Westbury, NY 11590
Phone 516-571-6824

### 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"/>	11/19/14	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	11/21/14	[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	11/21/14	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
11/21/14	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	11/21/14	[Signature]	
11/21/14	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	11/21/14	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	11/21/14	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	11/21/14	[Signature]	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	11/21/14	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	11/21/14	[Signature]	



## Contract Summary

<b>Description:</b> Provide Professional Construction Management Services for Highway/Bridge Construction - Amendment #1
<b>Purpose:</b> The original contract was to provide "On Call" Professional Construction Management/Inspection Services for all construction activities in the Highway/Bridge unit. This amendment is to increase the Maximum Amount by \$500,000.
<b>Method of Procurement:</b> The contractor was previously selected through an open competitive RFP process.
<b>Procurement History:</b> The contractor was selected through an open competitive RFP process. This is the first amendment.
<b>Description of General Provisions:</b> This Amendment is to increase the Maximum Amount proposed in the original agreement by \$500,000.
<b>Impact on Funding / Price Analysis:</b> The Maximum Amount in the Original Agreement shall be increased by \$500,000. The maximum amount payable to the contractor is \$1,150,000.
<b>Change in Contract from Prior Procurement:</b> The contract Amendment #1 will amend the scope of services to include and increases the Maximum Amount of the Original Agreement by \$500,000.
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	61
Resp:	587
Object:	00003
Transaction:	CF

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ .01
Federal	\$
Slate	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$701</b>

\$500,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP-61587-00003	\$ .01
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ .01</b>

Document Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name _____
Name <u>Levi Lora</u>	Name <u>Greg Mungler</u>	Date <u>12/19/14</u>
Date <u>1/6/15</u>	Date <u>1/5/15</u>	(For Office Use Only)
		E #:

E-284-14

RULES RESOLUTION NO. 316 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND THE  
RBA GROUP


Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 12-1-14  
YEAS: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSTAINED: \_\_\_\_\_ RECUSED: \_\_\_\_\_  
Legislators present: 7

WHEREAS, the County has negotiated a first amendment to a  
personal services agreement with The RBA Group in connection with "on-  
call" construction management services, a copy of which is on file with the  
Clerk of the Legislature; now, therefore, be it

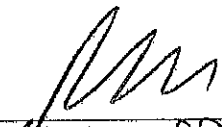
RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said amendment  
to agreement with The RBA Group.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

The RBA Group

By:   
Name: DAVID LAPPING  
Title: QA VICE PRESIDENT  
Date: 10-22-14

NASSAU COUNTY

By:   
Name: Richard D. Walker  
Title: County Executive  
☒ Deputy County Executive  
Date: 12/9/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 20<sup>th</sup> day of October in the year 2014 before me personally came DAVID LAPPING to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Fairfield CT; that he or she is the Sr Vice President of The RBA Group, the partnership 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



EILEEN I. KELLY  
Notary Public, State of New York  
No. 01KE6011434  
Qualified In Suffolk County  
Commission Expires August 10, 20 18

partnership

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2014 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 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

### AMENDMENT NO. 1

This AMENDMENT Number 1, (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 and (ii) The RBA Group, 40 Marcus Drive, Suite 201, Melville, New York 11747 (the "Firm").

#### WITNESSETH:

WHEREAS, pursuant to County contract number H670008DR between the County and the Firm, executed on behalf of the County on May 27, 2014, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities in the Highway/Bridge Unit, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from May 27, 2014 through May 26, 2016 (the "Original Term").

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was Six Hundred and Fifty Thousand Dollars (\$650,000) (the "Maximum Amount");

WHEREAS, the County and the Firm desire to increase the Maximum Amount; and,

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

1. Payment. Section 3(a) Amount of Consideration shall be increased by Five Hundred Thousand Dollars (\$500,000), so that the total Maximum Amount that the County shall pay the Firm as full consideration for Services shall not exceed One Million One Hundred Fifty Thousand Dollars (\$1,150,000) (the "Amended Maximum Amount"). Payment for Services shall be made in accordance with the rates and terms provided in the Original Agreement.

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.

The RBA Group

By: 

Name: DAVID LAPRIDE

Title: SR. VICE PRESIDENT

Date: 10-22-14

NASSAU COUNTY

By: 

Name: RICHARD P. WALKER

Title: County Executive

☒ Deputy County Executive

Date: 1/14/15

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 27<sup>th</sup> day of OCTOBER in the year 2014 before me personally came DAN O LIVING to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Fairfield CT; that he or she is the EX VICE PRESIDENT of THE RBA GROUP, the partnership 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 partnership corporation. PARTNERSHIP

NOTARY PUBLIC

EILEEN J. KELLY  
Notary Public, State of New York  
No. 01KE6011434  
Qualified in Suffolk County  
Commission Expires August 10, 2018

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 14 day of January in the year 2015 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is 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. 01PE0250028  
Qualified in Nassau County  
Commission Expires April 02, 2016

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

1. Name of Firm: The RBA Group - New York  
Address: 40 Marcus Drive, Suite 201  
City and State: Melville, NY Zip Code 11747
2. Firm's Vendor Identification Number: 13-2849354
3. Type of Business: \_\_\_\_\_ Public Corp. X Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Joint Venture  
\_\_\_\_\_ 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)  
See attached.
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).  
See attached.
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).  
The RBA Group - New York is a partnership that practices engineering and planning in the state of New York.  
The RBA Group, Inc. is an affiliate which is registered in the state of New York.
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: 10/22/14

Signed: 

Print Name: David Lapping, PTP

Title: Senior Vice President, Director of NY & CT Operations



## The RBA Group – New York

<i>NAME</i>	<i>ADDRESS</i>	<i>BOARD OF DIRECTORS</i>	<i>PRINCIPAL</i>
David Lapping, PTP		X	
Neil Bernstein, PE		X	X
Robert Ellis		X	
Daniel McGovern, AIA			X
Thomas Badenoch, LS			X
Jackson Wandres, RLA			X

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:** The RBA Group

**CONTRACTOR ADDRESS:** 40 Marcus Drive, Suite 201, Melville, NY 11747

**FEDERAL TAX ID #:** 13-2849354

**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 contractor was selected through an open competitive RFP process. This is the first amendment.

**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.

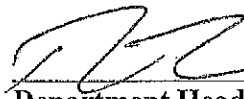
**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate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

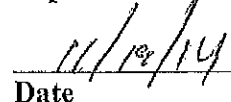
**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of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

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

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



Department Head Signature



Date

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

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*





Contract ID#:H670008DR

CFPW14000003  
Department: Public Works

# CF (Capital) Contract Details

SERVICE Construction Management

Inspection

NIFS ID #: \_\_\_\_\_ NIFS Entry Date: \_\_\_\_\_ Term: from Execution to 24 Months

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

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" 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 The RBA Group	Vendor ID# 13-2849334
Address 40 Marcus drive, Suite 201, Melville, NY 11747	Contact Person David Lapping, PTP Phone 631.891.3200

County Department
Department Contact Richard Iadevallo, Jr, Superintendent of highway & Drainage Construction, NCDPW
Address 1194 prospect Ave, Westbury, NY 11590
Phone 516 571 6824

## Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS App'l (Dept. Head)	<input type="checkbox"/> <input type="checkbox"/>	3/5/14	TCR
	DPW (Capital Only)	CF Capital Fund Approval	<input type="checkbox"/>	3/6/14	John A. Bell
	OMB	NIFS Approval	<input type="checkbox"/>	3/6/14	James Stahl
3/13/14	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	3/13/14	Robert P. Kelly
3/13/14	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	3/13/14	Robert P. Kelly
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	3/17/14	Gregory A. May
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>	3/25/14	82 S. R.
	Comptroller	NIFS Approval	<input type="checkbox"/>	3/30/14	5/7/14
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	4/9/14	5/7/14

PRCF1205 (12/05)



## Contract Summary

**Description:** Provide Professional Construction Management Services for Highway/ Bridge construction.

**Purpose:** Approval of a Personal Services Agreement with The RBA Group to provide "On Call" Professional Construction Management / Inspection Services for all construction activities in the Highway/ Bridge unit. These services may include providing Resident Engineers, Field Office Engineers, Construction Inspectors, Schedulers, Cost Estimators, Field Survey Parties, Evaluation of contractors claims, Pre-Bid Constructability Review, Utility Mark out, Soil Boring/ Investigation, Material testing and other related engineering/ support services.

**Method of Procurement:**

A qualification- based rating and ranking system of technical and cost proposal in accordance with standard DPW procedures.

**Procurement History:** The Contract was entered into after a written request for proposal was issued on July 29, 2013. Potential proposers were made aware of the availability of the RFP by publication in Newsday and the Nassau County eProcurement web site. Proposals were due on August 23, 2013. Eighteen (18) proposals were received and evaluated. A selection Committee was formed to evaluate each proposal. Members of the Committee include Richard P Millet, Chief Deputy Commissioner, Rakhal Maitra, P. E., Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevala, Jr, Superintendent of Highway and Drainage Construction. The committee met on September 3, 2013 to discuss and score proposals. The Committee subsequently requested that the twelve highest ranking firms to submit a Best And Final Offer (BAFO). From the BAFO, selected twelve firms to perform Construction Management/ Inspection tasks as it provided to the best value to the County. For more information, please refer to the attached RTI part II Memorandum.

**Description of General Provisions:**

Contract for services confirms to model personal services contract developed and approved by the office of the County Attorney.

**Impact on Funding / Price Analysis:**

Funding for services to be provided under this agreement will come from various Capital Projects. This agreement will expire 24 months after its execution with a provision to extend the agreement for a third year of service and has a maximum payment limitation of Six Hundred Fifty Thousand (650,000.00) dollars.

**Change in Contract from Prior Procurement:**

N/A

**Recommendation:** (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	61
Resp:	587
Object:	00003
Transaction:	CF

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$0.01
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$0.01</b>




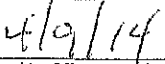
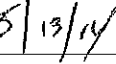
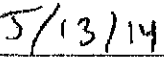
LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP-61587-00003	\$0.01
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$0.01</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By:

CFPW14000003

Date:

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

E-71-14

RULES RESOLUTION NO. 62-2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE  
DEPARTMENT OF PUBLIC WORKS, AND THE RBA GROUP.

WHEREAS, the County has negotiated a personal services agreement  
with The RBA Group in connection with "on-call" construction management  
services, a copy of which is on file with the Clerk of the Legislature; now,  
therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the agreement with  
The RBA Group.

Passed by the Rules Committee  
Nassau County Legislature

By Voice Vote on 3-24-14

VOTING:

ayes 7 nays 0 abstained 0 recused 0

Legislators present: 7

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  
DEPARTMENT OF PUBLIC WORKS, AND THE RBA GROUP.

WHEREAS, the County has negotiated a personal services agreement  
with The RBA Group in connection with “on-call” construction management  
services, a copy of which is on file with the Clerk of the Legislature; now,  
therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the agreement with  
The RBA Group.

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:** The RBA Group

**CONTRACTOR ADDRESS:** 40 Marcus Drive, Suite 201, Melville, NY 11747

**FEDERAL TAX ID #** 13-2849354

---

**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 \_\_\_\_\_ on \_\_\_\_\_. The sealed bids were publicly opened on \_\_\_\_\_, \_\_\_\_\_ (#\_\_\_\_) 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 July 29, 2013. Potential proposers were made aware of the availability of the RFP by public notice in Newsday and the County's eProcurement website. ~~Eighteen (18) of potential proposers requested copies of the RFP.~~ Proposals were due on August 23, 2013. Eighteen (18) proposals were received and evaluated. The evaluation committee consisted of: Richard P Millet, Chief Deputy Commissioner, Rakhal Maitra, P. E., Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr, Superintendent of Highway and Drainage Construction. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest twelve (12) ranking proposer was selected.

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

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

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

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

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

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

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

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

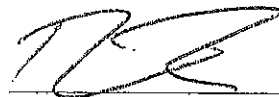
**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate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

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

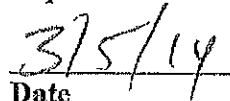
**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of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

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

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



Department Head Signature



Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

**REQUEST TO INITIATE  
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID  
CONTRACT**

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFCB

☐ RFQ      ☒ RFP      ☐ RFCB      ☐ In-House Work Order

Project No. : H670008D

Project Title: On Call Construction Management Services,  
Highway/Bridge

Department: Public Works

Date: July 18, 2013

Service Requested: "On-Call" Construction Management Service (CM) Agreements with firm to provide resident engineers, inspectors, scheduling services, cost estimating services, field survey services, pre-bid constructability reviews, and construction related engineering services for DPW's Highway/Bridge Construction Group. A total of up to six (6) "On-Call" Agreements may be requested.

Justification: Construction Management is essential in order to ensure a project is delivered on time, within budget, and is of the highest quality. These "On-Call" CM Service Agreements will Allow DPW's Environmental Construction Group to supplement their current staff, on an as-needed basis to effectively manage their construction projects.

Requested by: Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction  
Department/Agency/Office, DPW, Engineering - Civil/Site Construction Management

Project Cost for this Phase: \$1,500,000.00 per Agreement

Total Project Cost: \$9,000,000.00

Date RFP Due: August 23, 2013

Includes, engineering and construction management

Capital Funding Approval: YES ☐ NO ☐

Funding Allocation (Project/subobject):  
See Attached Sheet if multiyear

*[Signature]*  
SIGNATURE

*Funding will be assigned  
by separate RTIS*

Department Head Approval: YES ☒ NO ☐

*[Signature]*  
SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐

*[Signature]*  
SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

See Attached Sheet

Vendor	Quote	Comment
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

DCE/Ops Approval:  
SSG:RM:pl

YES ☐ NO ☐

Signature \_\_\_\_\_



**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:** November 20, 2013

**SUBJECT:** Request to Initiate (an RFP) – Part II  
“On Call” Construction Management Services: Highway/Bridge Construction  
Selection of Firms for Professional Construction Management Services  
RFP No. PW-H670008D

This Department intends to procure Professional Construction Management Services for “On Call” construction management services to the Department’s Construction Management Unit: Highway/Bridge Construction Group. These services may include providing Resident Engineers, Field Office Engineers, Construction Inspectors, Schedulers, Cost Estimators, Field Survey Parties, Evaluation of Contractor Claims, Pre-Bid Constructability Reviews, Utility Mark Out, Soil Boring/Investigation, Material Testing and other construction related engineering/support services for various Highway and Bridge related projects, as authorized by the Department.

On July 29, 2013, the Department issued a Request for Proposals (the “RFP”), Notice of the RFP was published in Newsday and was made available on the County’s website. On August 23, 2013, proposals from eighteen (18) firms were received.

A Selection Committee was formed to evaluate each proposal. Members of the Committee included: Richard P. Millet, Deputy Commissioner, Rakhal Maitra, P.E., Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr., Superintendent of Highways and Drainage Construction. The Committee met on September 3, 2013, to discuss and score proposals. The Committee subsequently requested that the twelve highest-ranking firms, HAKS, Lockwood, Kessler & Bartlett, Inc. (LKB), LiRo Engineers, Inc., (LiRo), Gibbons, Esposito & Boyce Engineers, P.C., (GEB), Tectonic, Greenman-Pederson, Inc., (GPI), Cashin Associates, P.C., (Cashin), Savin Engineers, P.C., (Savin), L.K. McLean Associates, P.C., (LKMA), Cameron Engineering & Associates, L.L.P., (Cameron), de Bruin and The RBA Group, (RBA) submit a Best and Final Offer (BAFO). The ranking of each firm by technical proposal score is provided below. To be noted, the table reflects LKMA’s, LKB’s, Tectonic’s GPI’s and Cameron’s BAFO.

Construction Management Firm	Technical Ranking	Best and Final Offer (BAFO)	Cost Ranking
HAKS	1	\$ 937,470.00	11
LKB	1	\$ 922,750.00	13
LiRo	3	\$ 845,581.25	5
GEB	4	\$ 896,300.00	7
Tectonic	5	\$ 936,550.00	16
GPI	6	\$ 893,959.00	8
Cashin	7	\$ 897,481.25	3
Savin	8	\$ 894,575.00	6
LKMA	9	\$ 836,187.50	4
deBruin	10	\$ 934,250.00	10
Cameron	10	\$ 928,764.50	12
<u>RBA</u>	<u>12</u>	<u>\$ 910,200.50</u>	<u>9</u>
D&B	13	\$ 985,747.00	15
Gedeon	14	\$ 1,111,118.11	17
Halder	15	\$ 949,115.00	14
Field Assoc.	16	\$ 662,360.00	1
O’Connor Petito	17	Non-Responsive	0
Vertex	18	\$ 801,250.00	2



Office of the County Executive  
Att: Richard R. Walker, Chief Deputy County Executive  
November 20, 2013  
Page two

SUBJECT: Request to Initiate (an RFP)-Part II  
"On Call" Construction Management Services: Highway/Bridge Construction  
Selection of Firms for Professional Construction Management Services  
RFP No. PW-H670008D


As shown above, HAKS, LKB, LiRo, GEB, Tectonic, GPI, Cashin, Savin, LKMA, deBruin, Cameron and RBA scored the highest twelve (12) technical proposals, all above 80%. However, LKB and Tectonic did not submit the highest-ranked cost proposals (lowest cost), as seen in the table above. As such, the Committee negotiated with LKB and Tectonic. Negotiations successfully reduced the LKB's BAFO from \$940,000 to \$922,750 and the Tectonic BAFO from \$1,032,800 to \$936,550. Furthermore, LKMA, Tectonic and Cameron had proposed multipliers that exceeded 2.3. The Committee negotiated with these firms and successfully reduced LKMA's multiplier for the Scheduler from 2.5 to 2.25; Tectonic's multiplier from 2.4 to 2.3 and Cameron's multiplier for all staff to 2.3. The BAFO's and negotiations resulted in a total savings of nearly \$135,730 compared to the original cost proposals.

In its professional judgment, the Committee selected the twelve (12) firms that will provide the greatest value to the County. All selected firms provided in its proposal evidence of having sufficient experience and expertise to successfully carry out required construction management tasks.

Funding for the aforementioned professional services is available under various Capital Projects in the Capital Plan.

In accordance with County procedural guidelines, CSEA has been notified of this proposed agreement (*ref: Letter to CSEA, dated July 30, 2013*).

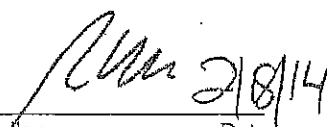
Please signify your approval or disapproval of the foregoing by signing the appropriate column below. Please return a copy of this memo subsequent to it being signed. Thank you.

  
Richard P. Millet  
Chief Deputy Commissioner

SSG:RM:pl

c: Shila Shah-Gavnoudias, Commissioner  
Jane Houdek, Attorney for Department of Public Works  
Rakhal Maitra, Deputy Commissioner  
Kenneth G. Arnold, Assistant to Commissioner  
Brian J. Schneider, Assistant to Deputy Commissioner  
Richard Iadevaio Jr., Superintendent of Highways and Drainage Construction  
Loretta Dionisio, Hydrogeologist II  
Saji Varughese, Construction Inspector II ✓

APPROVED:

  
Richard R. Walker  
Chief Deputy County Executive

Date

DISAPPROVED:

Richard R. Walker  
Chief Deputy County Executive

Date

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830  
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

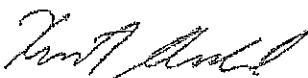
DATE: July 30, 2013

SUBJECT: CSEA Notification of a Proposed DPW Contract  
Requirements Contract  
Proposed Contract No: H670008D

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:  
  
Three (3) "On-Call" Construction Management Service Agreements for DPW's Highway/Bridge Construction Group
2. The work involves the following:  
  
Provide resident engineers, inspectors, schedulers, cost estimators, field survey parties, evaluation of construction claims, pre-bid constructability reviews, and construction related engineering services on an as-needed basis for the various construction projects managed by the DPW's Construction Management Unit Highway/Bridge Construction Group.
3. An estimate of the cost is: \$1,500,000.00/Agreement
4. An estimate of the duration is: Twenty-four (24) Months

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

  
Kenneth G. Arnold  
Assistant to Commissioner

KGA:WSN:RM:lv

c: Allison Hertling, Deputy Director, Office of Labor Relations  
Robert Cancellieri, Deputy Director, Office of Labor Relations  
Rakhal Maitra, Deputy Commissioner  
William S. Nimmo, Deputy Commissioner  
Patricia Kivo, Unit Head, Human Resources Unit  
Richard Iadevaio Jr., Superintendent of Highway & Drainage Construction  
Jonathan Lesman, Management Analyst II



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

1. Name of Firm: The RBA Group – New York  
Address: 40 Marcus Drive, Suite 201  
City and State: Melville, New York Zip Code: 11747
2. Firm's Vendor Identification Number: 13-2849354
3. Type of Business:  
☐ Public Corp. ☒ Partnership ☐ Sole Proprietorship ☐ Joint Venture  
☐ 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)  
-David Lapping, PTP  
-Neil Bernstein, PE  
-Robert Ellis  
-Daniel McGovern, AIA  
-Thomas Badenoch, LS  
-Jackson Wandres, RLA
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).  
-David Lapping, PTP  
-Neil Bernstein, PE  
-Robert Ellis  
-Daniel McGovern, AIA  
-Thomas Badenoch, LS  
-Jackson Wandres, RLA
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).

The RBA Group – New York is a partnership that practices engineering and planning in the state of New York. The RBA Group Inc. is an affiliate which is registered in the state of New York.

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: January 20, 2014

Signed: \_\_\_\_\_

Print Name: David Lapping, PTP

Title: Sr. Vice President, Director of New York & Connecticut Operations

EDWARD P. MANGANO  
COUNTY EXECUTIVE



SHILA SHAH-GAVNOUDIAS, P.E.  
COMMISSIONER

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
1194 PROSPECT AVENUE  
WESTBURY, NEW YORK 11590-2723

**CONTRACT FOR SERVICES**

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

**CIVIL/SITE CONSTRUCTION MANAGEMENT GROUP**

**AGREEMENT NO. H670008DR**

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) The RBA Group having its principal office at 40 Marcus Drive, Suite 201, Melville, NY 11747, (the "Firm").

WITNESSETH:

WHEREAS, the County desires to hire the Firm 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 Firm desires to perform the services described in this Agreement.

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

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

2. Services, Extra Services and Reimbursable Expenses

(a) The services to be provided by the Firm under this Agreement consist of "On-Call"

Construction Management Services: Civil/ Site Construction Management Group. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

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

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

(2) Testing Laboratory Services.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs, renderings, and Laser Scanning as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.

(6) Other comparable expenses as approved by the County.

### 3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services and reimbursements that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed six hundred fifty thousand (\$650,000.00) dollars.

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

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

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

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

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

#### 4. Ownership and Control of Work Product

##### (a) Copyrights.

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

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

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

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

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

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

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

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

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

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

7. Compliance with Law.

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

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

- (i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Firm to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

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



appropriate.

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

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

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

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

9. Indemnification; Defense; Cooperation.

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

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

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

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

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

10. Insurance.

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

compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance and/or increases in coverage amounts for the insurance required by this paragraph, as the County may from time to time specify.

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

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

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

12. Termination.

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

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

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

(c) Firm Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions

reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred Thirty Three dollars (\$533) 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 Firm upon signing this Agreement.

22. Joint Venture.

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

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

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

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

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or

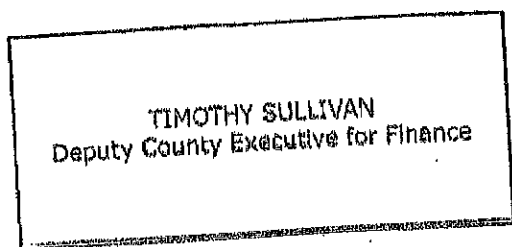
otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page Intentionally lefty blank}

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

By: [Signature]  
Name: David Lapping, PTP  
Title: Sr. Vice President, Director of NY & CT Operations  
Date: January 20, 2014

NASSAU COUNTY



By: [Signature]  
Name: \_\_\_\_\_  
Title: County Executive  
Deputy County Executive  
Date: 5/16/14

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.]

*Sersey*  
STATE OF NEW YORK)  
*Union* )ss.:  
COUNTY OF NASSAU )

On the 20<sup>th</sup> day of January in the year 2014 before me personally came David Lapping to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Fairfield, CT; that he or she is the Sr. Vice President of The RBA Group - New York, 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  
*Carol F Canovas*

**CAROL F CANOVAS**  
ID # 2417816  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires February 28, 2017

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

On the 27 day of MAY in the year 2014 before me personally came Timothy Sullivan 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.

*Concetta A. Petrucci*  
NOTARY PUBLIC

CONCETTA A PETRUCCI  
Notary Public, State of New York  
No. 01PE0250026  
Qualified in Nassau County  
Commission Expires April 02, 2016

# EXHIBIT "A"

## DETAILED SCOPE OF SERVICES

### On-Call Civil/ Site Construction Management Services

#### 1. Scope of Services:

Subject to the written direction, control and supervision of the Commissioner and encumbrance thereof by the County Comptroller for the required purpose, the Firm agrees to perform the specialized on-call Civil/ Site Construction Management services, at various time periods, at any of the County's facilities.

The services to be provided by the Firm under this Agreement consist of "On-Call" Construction Management Services for the County's Civil/ Site Construction Management Group including, but not limited to, the furnishing of resident engineers, construction inspectors, scheduling services, cost estimating services, field survey services, evaluation of contractor's claims, pre-bid constructability reviews, Utility Mark outs, Soil boring/ investigation, Material Testing and other construction related engineering/ Supported services.

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

#### 2. Notification

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

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

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

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

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

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

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

(b) Department review of Proposal and Cost Proposal:



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

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

## EXHIBIT "B"

### PAYMENT SCHEDULE

#### On-Call Civil/Site Construction Management Services

Payment(s) to the Firm for all services under this Agreement that are authorized by the Department shall be made in accordance with Section 3 of this Agreement and further described below:

1. Services

- A. Payment for services under this agreement shall be made (i) on the basis of a lump sum; or (ii) the actual salaries paid to the approved technical personnel engaged in performing the service as set forth in the Maximum Hourly Wage Rate schedule as defined below, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of two and ten hundredths (2.10) for RBA group employees, two and twenty fifth hundredths (2.25) for CSM Engineering employees, and two and thirty hundredth (2.30) for Gedeon Engineering and B. Thayer Associates employees. The method of determining compensation shall be established for each project as set forth in the Department's written Task Order.

B. Subconsultants and Special Consultants

Subconsultants or Special Consultants engaged by the Firm, as submitted in the proposal or with the prior written consent of the Commissioner, shall be compensated on the same basis as provided herein for employees of the firm unless the Firm has been approved to utilize a Subconsultant or Special Consultant that has a firm multiplier that is below that stated above for the Firm. The Firm shall be reimbursed the actual cost of the fees of the Subconsultant or Special Consultant.

The Firm shall first obtain the approval of the Commissioner before retaining any special consultant for services other than any of the services for which the Firm has claimed skill and experience forming the basis of this agreement.

2. MAXIMUM HOURLY WAGE RATE SCHEDULE:

The "Maximum Hourly Wage Rate Schedule" annexed hereto and made a part hereof as Exhibit "C" shall list the job classifications and maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate schedule shall be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work or night differential, if applicable, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule. Notwithstanding the foregoing, the maximum billable rate, after the application of a multiplier for any services provided under the terms of this agreement shall not exceed One Hundred Fifty (\$150) dollars per hour.

EXHIBIT "C"

MAXIMUM WAGE RATE SCHEDULE



The RBA Group – New York

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**On-Call Construction Management Services  
Highway/Bridge Construction Group  
Capital Project No.: 61587  
RFP No. PW-H670008D**

**RBA SALARY RATES**

<u>Employee</u>	<u>Title</u>	<u>Hourly Rate</u>
Carl Trlpaldi	Resident Engineer	
Jack Giarraputo	Resident Engineer	
Paul Cona, PE	Resident Engineer	
Klaus Weidemann, PE	Resident Engineer	
Kishi John, PE	Resident Engineer	
Arvind Sandev, PE	Resident Engineer	
Muhammad Amray, PE	Resident Engineer	
Larrington Naraysingh	Resident Engineer	
Eileen Kelly	Field Office Engineer	
Yvette Adams	Field Office Engineer	
Julio R. Amaya, Jr.	Field Office Engineer	
Jamil Ahmad	Field Office Engineer	
Abdelhadi Elhashash	Field Office Engineer	
A. Mirza Rizki	Field Office Engineer	
Ronald Patac	Inspector	
Dimetre Harizanov	Inspector	
Mario Quinlan	Inspector	
Bud Manfra	Inspector	
M. Chowdhury	Inspector	
S. Perez	Inspector	
M. Hussain	Inspector	
James Beach	CPM Scheduler	

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS  
CONSULTANT/CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

Part 1 - General Information:

Consultant/Contractor Name:	The RBA Group -- New York
Address (street/city/state/zip code):	40 Marcus Drive, Suite 201, Melville, NY 11747
Authorized Representative (name/title):	David Lapping
Authorized Signature:	
Contract Number:	H670008DR
Contract/Project Name:	On-Call Construction Management Services
Contract/Project Description:	On-Call Construction Management Services: Civil/Site Construction Management Group.

Part 2 - Projected MBE/WBE Contract Summary:

	Amount (\$)	Percentage (%)
Total Dollar Value of the Prime Contract	Open Ended	
Total MBE Dollar Amount	TBD	13%
Total WBE Dollar Amount	TBD	2%
Total Combined M/WBE Dollar Amount	TBD	15%
		Combined M/WBE Contract Percentage

Part 3 - MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount (\$) and Award Date	MBE Contract Scheduled Start Date and Completion Date
<b>Name:</b> CSM Engineering <b>Address:</b> 626 RXR Plaza <b>City:</b> Uniondale, NY <b>State/Zip Code:</b> 11556 <b>Authorized Representative:</b> Carolyn Moebringer <b>Telephone No.:</b> (516) 378-4887	<b>Construction Inspection (W/MBE)</b>	<b>Amount (\$):</b> TBD <b>Award Date:</b> January 20, 2014	<b>Start Date:</b> Feb. 20, 2014 <b>Completion Date:</b> Feb. 20, 2016
<b>Name:</b> B. Thayer Associates <b>Address:</b> 100 Crossways Park Drive W/L Suite 104 <b>City:</b> Woodbury, NY <b>State/Zip Code:</b> 11797 <b>Authorized Representative:</b> Barbara Thayer <b>Telephone No.:</b> (516) 364-0660	<b>Surveying (W/BE)</b>	<b>Amount (\$):</b> TBD <b>Award Date:</b> January 20, 2014	<b>Start Date:</b> Feb. 20, 2014 <b>Completion Date:</b> Feb. 20, 2016
<b>Name:</b> Gedeon Engineering <b>Address:</b> 6901 Jericho Turnpike, St. 216 <b>City:</b> Syosset, NY <b>State/Zip Code:</b> 11791 <b>Authorized Representative:</b> Rudolf Gedeon <b>Telephone No.:</b> (516) 873-76010	<b>Construction Inspection (W/MBE)</b>	<b>Amount (\$):</b> TBD <b>Award Date:</b> January 20, 2014	<b>Start Date:</b> Feb. 20, 2014 <b>Completion Date:</b> Feb. 20, 2016

## EXHIBIT "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 Firm 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 Firm 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 Firm 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 Firm 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 Firm's obligations herein.

(c) The Firm 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 Firm 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 Firm shall, in its advertisements and solicitations for Subconsultants, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subconsultants must be equal opportunity employers.

(f) Firms 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) Firms for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subconsultants so that, to the greatest extent feasible, all Subconsultants will be approved prior to commencement of work. Any additions or changes to the list of Subconsultants 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 Firm to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subconsultant approval has been requested and prior to being granted, the contracting agency may require the Firm to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Firm to submit such documentation at any time after Subconsultant 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 Firm 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 Firm 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 Firm's Subcontracts and Firm's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Firm 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 Firm 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 Firm 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 Firm shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subconsultant and shall complete all forms provided by the Executive Director or the Department Head relating to Subconsultant 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 Firms or Subconsultants 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 Firm shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subconsultant 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 Firm, listing the procedures it has undertaken to procure Subconsultants 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 Firm" 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 Firm, 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 Subconsultant.

As used in this Appendix EE the term "County Firm" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Firm 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 Firm welcomed bids and quotes from M/WBE Subconsultants. 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 Firm'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 Subconsultants 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 Subconsultants encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subconsultants 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 Firm 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 Firm shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Firm 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 Subconsultants by the County Firm must also be included with the Best Effort Documentation.
- i. County Firms may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Firm.

As used in this Appendix EE, the term "Subconsultant" shall mean a person or firm who performs part or parts of the contracted work of a prime Firm providing services, including construction services, to the County pursuant to a county contract. Subconsultant shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime Firm that are necessary for the prime Firm to fulfill its obligations to provide services to the County pursuant to a county contract. Subconsultant shall not include a supplier of materials to a Firm who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a Firm, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring Firms to retain or submit documentation of best efforts to utilize certified Subconsultants and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

David Lapping (Name)

\_\_\_\_ (Address)

\_\_\_\_ (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.
3. In the past five years, Proposer/Bidder \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

\_\_\_\_\_  
\_\_\_\_\_

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5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and Investigating employee complaints of noncompliance.

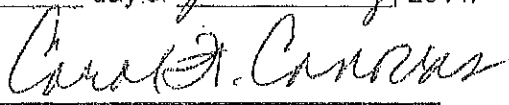
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

January 20, 2014  
Dated

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

David Lapping  
\_\_\_\_\_  
Name of Chief Executive Officer

Sworn to before me this  
20<sup>th</sup> day of January, 2014.

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

**CAROL F CANOVAS**  
ID # 2417816  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires February 28, 2017



The RBA Group – New York

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January 20, 2014

Ms. Shila Shah-Gavnoudias, P.E.  
Commissioner  
County of Nassau, DPW  
1194 Prospect Avenue  
Westbury, New York 11590-2723

**Attention:** *Mr. Richard Iadevallo, Jr.*

**Reference:** Agreement No. H670008DR – On Call Construction Management Services  
Civil/Site Construction Management Group

Dear Mr. Iadevallo:

As per your e-mail dated January 16, 2014 below are the items you required in regard to the above referenced contract:

- 1) Two (2) Contract Agreements signed and notarized.
- 2) Appendix "L" complete and notarized.
- 3) Public Disclosure Statement signed and notarized.
- 4) MBE/WBE Utilization

I have requested our insurance carried forward to us Insurance that meets your requirements, as well as our sub consultants. I will send that information on to you as soon as I receive it.

If you should have any questions please do not hesitate to contact David Lapping, Sr. Vice President, Director of New York and Connecticut Operations at (631) 694-3131.

Very truly yours,

---

David Lapping, RTP  
Sr. Vice President, Director of NY & CT Operations

DL:af



**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Office of the County Attorney  
Att: Robert Cleary, Director of Procurement Compliance

**FROM:** Department of Public Works

**DATE:** August 16, 2017

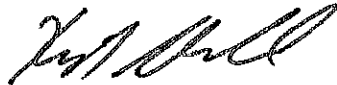
**SUBJECT:** "On Call" Construction Management and Inspection Services for  
Highway/Bridge Unit  
Agreement No H670008D, Extension of "On Call" Agreement.

The Department of Public Works procured Construction Management and Inspection agreements with twelve (12) consulting firms to provide "On Call" Professional Construction Management and Inspection Services for the Highway/Bridge Unit in April/ May in 2014. After two years, eleven (11) of these agreements were extended for one more year as per the agreements up to April/May 2017. Before the expiration of these agreements, the Department initiated a new procurement to hire consulting firms to provide Professional Construction Management and Inspection Services related to Highway/Bridge work.

However, in requesting CSEA approval there has been a significant delay in sending out the RFP. While the issue is worked out as to whether and to what extent the Department can subcontract this work, the Department wants to extend the expiration date for eighteen (18) more months from the date of expiration for the following six agreements in order to provide a continuous professional construction management on the current construction contracts until completion.

1. LKB H670008DK
2. LiRo H670008DL
3. GPI H670008DP
4. Cashin H670008DC
5. Savin H670008DS
6. NV5 H670008DR

As a result of not sending out the RFP due to CSEA issue, these contracts have since expired and require retro-active approval. Please note that the ongoing work associated with these contracts are acceptable to Comptroller as the contracts allow for the completion of assigned work prior to expiration.



Kenneth G. Arnold  
Assistant to Commissioner

KGA:RM:jm

c: Shila Shah-Gaynoudias, Commissioner  
Rakhal Maitra, Deputy Commissioner  
Kenneth G. Arnold, Assistant to Commissioner  
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction  
Saji Varughese, Construction Inspector II

